

OFFER SUBMISSION CHECKLIST

Email the items below in 1 PDF document to : TrustedRA@gmail.com

Note: To combine single PDF pages to one file you can do so for Free at www.ilovepdf.com

- _____ (1) Must use C.A.R. Residential Purchase Agreement (REQUIRED)
- _____ (2) Proof of funds to close - dated within last 30 days (REQUIRED).
- _____ (3) Financed transactions must include DU Approval & FICO scores UPFRONT with offer. Must be dated within the last 45 days.
- _____ (4) A deposit of at least \$5,000 is (REQUIRED).
- _____ (5) Must initial "Liquidated Damages"
- _____ (6) "Addendum No. 1" - Signed by Buyer (REQUIRED) Form is attached
- _____ (7) "Agency Disclosure" form signed by Buyer and Agent (REQUIRED).
- _____ (8) If Buyer is a Corporation, LLC, Partnership or Trust - must provide proof that signer has legal authority to sign for the entity.

Many of our clients require that their properties be listed in the MLS for 5 full days prior to their reviewing any offers. We encourage our clients to make a prompt decision after the 5 day period ends. **DO NOT** Plan on getting a Counter Offer. 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

TrustedRA.com/Catalpa

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: 2160 Catalpa Ct., San Bernardino, CA 92404

(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.

INITIAL DEPOSIT / LIQUIDATED DAMAGES

(2) Buyers shall deposit \$5,000, as Buyer's initial deposit. Said deposit to be received by escrow holder no later than 2:00 PM on the next business after day 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.

BUYER 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, Disclosures, and Preliminary Title Report, and all other Contingencies, **except** Loan Contingency and Appraisal Contingency, shall be **7 calendar days** after acceptance. All of the above shall be deemed approved at the expiration of the contingency time period, whether or not, buyer has signed approving them. Any reports or disclosures that are being approved when Buyer signs this addendum shall be considered fully approved and Buyer shall have no further contingency rights with regard to those items.

(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. There shall be no loan or appraisal contingency if the purchase agreement states "All Cash offer".

(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.

REPAIRS, INSPECTIONS AND REPORTS

(10) Seller will make **no repairs** or give any credits for repairs, Seller will not pay for any inspections and/or certifications, including for wood destroying pest (termites), Septic tank, if any, or any other kind. Seller will not pay for Environmental or C.L.U.E. reports aka: Comprehensive Loss Underwriting Exchange. Buyer may obtain any of these inspections and reports at Buyer's expense.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

ESCROW

(11) Escrow holder to be Stewart Title in the city of Redlands. Escrow number: **223629**. Escrow officer shall be: **Joyce Strohm. (909) 363-4836. jstrohm@stewart.com**. Buyer and Seller to each pay their own fees and charges. Seller reserves the right to change Escrow company and/or escrow officer to another company of Seller’s choice.

(12) Initial Deposit is to be received by the escrow holder no later than 2:00 PM on the **next** business day after the day of acceptance. **Failure to comply with this paragraph shall be deemed a default by Buyer.** Seller shall be entitled to receive from Buyer an amount equal to stated deposit amount as Liquidated Damages.

(13) Seller will be Deeding Title as Carrie Jean Ellis, a married woman, who acquired title as Carrie Jean Lindsey, an unmarried woman

ESCROW CLOSING DATE

(14) Escrow to close the date that the buyer is requesting on the Residential Purchase Agreement and Joint Escrow Instructions at paragraph 1D **or** 45 days after acceptance, whichever is earlier.

TITLE INSURANCE

(15) Seller will pay for standard owner's policy of Title Insurance if provided by Stewart Title of California, Inc. Buyer has option to obtain title insurance from any provider. Buyer shall pay for owner’s policy of Title Insurance if provided by a company other than Stewart Title of California, Inc.

(16) PRELIMINARY TITLE REPORT

Buyer acknowledges that Preliminary title report number 223629 prepared by Stewart Title of California, Inc., with an effective date of May 24, 2018 at 12:26 AM, has been made available for Buyer to review at TrustedRA.com/Catalpa, prior to Buyer signing this Addendum. Buyer accepts and approves all items affecting title as shown in said report **except** for exceptions to coverage items **4,5, and 6** and any additional items affecting Seller or the property that may be added prior to closing. Current year Property Taxes are to be prorated between Buyer and Seller by escrow Holder at closing.

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

REPORTS, DISCLOSURES, ADVISORIES, AND BOOKLETS

(17) Buyer acknowledges having been given the opportunity, prior to Buyer signing this Addendum, at Buyer's request to review the items listed in this paragraph. Items listed are available at TrustedRA.com/Catalpa.

(A) Agent Visual Inspection Disclosure, prepared by Trusted Realty Advisors, with an Inspection date of **06/05/2018**. Consisting of 3 pages. Buyer approves items contained in said disclosure.

(B) Natural Hazards Disclosure Report and California Tax Disclosure Report number 2300441, prepared by JCP-LGS Residential Property Disclosure Reports, dated 05/30/2018. Consisting of 35 pages. Buyer acknowledges receipt and hereby approves said report in its entirety.

(C) Water Heater And Smoke Detector Statement of Compliance signed by Seller On 06/07/2018. Consists of 1 page. Buyer approves items contained in said Statement.

(D) Water conserving plumbing fixtures and Carbon Monoxide detector Notice signed by Seller on 06/07/2018. Consists of 2 pages. Buyer approves information contained in said notice.

(E) Real Estate Transfer Disclosure Statement signed by Seller on 06/07/2018. Consists of 3 pages. Buyer approves items contained in said disclosure.

(F) Statewide Buyer and Seller Advisory (SBSA) signed by Seller on 06/07/2018. Consists of 12 pages. Buyer approves items contained in said Advisory.

(G) Seller Property Questionnaire (SPQ) signed by buyer on 06/07/2018. Consisting of 4 pages. Buyer approves items contained in said disclosure.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

(18) Buyer shall sign and return all Seller’s disclosures within **7 days after** Acceptance. All Disclosures can be found at : TrustedRA.com/Catalpa. Buyer’s agent shall provide to Seller’s agent any items to be signed by Seller, within **7 days after** acceptance.

(19) Buyer acknowledges that buyer has access to the internet. Buyer accepts electronic delivery of the booklet titled “Homeowner’s Guide to Earthquake Safety & Environmental Hazards” -- a combination of “Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants, 2011” including toxic mold, “Protect Your Family From Lead In Your Home”, “What is your Home Energy Rating (HERS)”, and “The Homeowner’s Guide to Earthquake Safety” including natural gas safety. Booklet consists of 134 pages. Buyer may view and download booklet at TrustedRA.com/Catalpa.

HOMEOWNERS ASSOCIATION

(20) Buyer is advised that the subject property has a Homeowner’s Association and is part of the Lynwood Owners’ Association. The current monthly Homeowners Association fee being paid is \$320. Buyer has **5** calendar days from receipt by buyer or buyer’s agent to approve all homeowners association governing documents. If buyer does not disapprove in writing, within the 5 calendar day period, they shall be deemed fully approved and without further signature of the buyer.

(21) Buyer to be charged \$225 at closing for Homeowners Association Transfer Fee.

POSSESSION

(22) Possession, occupancy, and right of entry shall be delivered to Buyer on the date of close of escrow by 6:00PM.

(23) 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.

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

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

(25) If any provision of this Addendum or It's Attachments is held to be illegal, invalid or unenforceable then that provision shall cease to form part of the contract and shall not affect the remainder of the contract which shall remain in full force and effect.

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

EXPIRATION OF OFFER

(27) Paragraph 31 of the Residential Purchase Agreement and Joint Escrow Instructions (C.A.R Form RPA - CA) shall be deleted in its entirety. Buyer's offer shall remain in effect until withdrawn in writing by the buyer with C.A.R form (WOO) Withdrawal Of Offer and a copy of that form delivered to Trusted Realty Advisors via email to TrustedRA@gmail.com.

(28) A signed copy of the Purchase Agreement, if accepted, will be delivered by email to buyer's agent. Buyer authorises their agent to receive communication of acceptance in this manner.

HEADINGS

(29) The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

The undersigned, acknowledge they have read, understand, agree to, and have received a copy of this Addendum consisting of 6 pages.

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

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

_____	_____
Carrie Jean Ellis aka: Carrie Jean Lindsey	Date