

OFFER SUBMISSION CHECKLIST

Agents - Email your clients offer 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. Probate Purchase Agreement (REQUIRED) - Paragraph 16 “Vesting” Must be completed.

- _____ (2) Proof of funds to close (REQUIRED) - Proof must be in the form of Account statement(s) dated within the last 30 days. Statements must show that accounts are held in either the name of a signer on the Purchase Agreement or in the name of the entity listed as the Buyer on the Purchase Agreement. Letters of any type including letters of Credit or Letters of Funds on Deposit are not acceptable. Screen shots and online Banking account printouts are not acceptable.

- _____ (3) Deposit of \$16,000 or more (REQUIRED).

- _____ (4) “Addendum No. 1” - Signed by Buyer (REQUIRED) Form is attached and includes “Liquidated Damages Addendum”, “Cash Purchase - Deed Restriction Addendum”, and “Lead Based Paint Addendum”

- _____ (5) If Buyer is a Corporation, LLC, Partnership or Trust - all signatures must be of those of the individual signing for the entity. Signatures using the name of the entity are not acceptable.

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

Email complete offer package to: TrustedRA@gmail.com

ADDENDUM NO. 1

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

Property Address: 660 Chateau Way, Barstow, CA 92311

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

INITIAL DEPOSIT

(2) Buyers shall deposit the greater of \$16,000 or the amount stated at paragraph 3A of the Probate Purchase Agreement as Buyer's initial deposit. Said deposit shall be by wire transfer to be received by the escrow holder no later than **2:00 PM on the next business day after the day of acceptance. The initial deposit stated herein shall be deemed to be "the deposit actually paid" for Liquidated Damages purposes, regardless of who is holding said deposit, and regardless of whether the deposit instrument has been deposited.**

SELLER CONTINGENCIES

(3) All of the Seller Contingencies stated below exist for the benefit of the Seller exclusively. Removal or release of these contingencies must be in writing and signed by only the Seller. These contingencies shall remain in effect until removed or released by the Seller. In the event that the sale is cancelled due to the exercise of a contingency by the Seller, or due to default by the Seller, Seller shall sign and deliver to escrow holder an authorization for the release of Buyer's deposit to Buyer less any fees or charges demanded by the escrow holder for Buyer's share of any services escrow holder has performed. This shall be the sole remedy available to Buyer.

(4) Sale is contingent upon the Title insurer being able to insure title without showing any exceptions to coverage for any items not approved by Buyer at paragraph 16 herein.

BUYER INITIALS _____ SELLER INITIALS _____

ADDENDUM NO. 1 - continued

SELLER CONTINGENCIES (continued)

(5) Sale is contingent upon the Seller being able to obtain either full or partial releases or discharges or other instruments that will allow the title insurer to insure title to Buyer with no exceptions to the title insurance policy for any city, county, state and federal tax liens, or civil judgements recorded against the Seller or any others that have previously held title to the property. Buyer is advised that city lien(s) are known to exist.

(6) Sale is contingent upon all of Seller's closing costs, including but not limited to amounts charged to the Seller to obtain reconveyances, releases, or discharges for any mortgages, liens, or judgements being paid from the purchase price without any additional funds being deposited into escrow holder's trust account by Seller.

(7) Sale is contingent upon Seller being able to provide title Insurance provider with an Affidavit of Death of Joint Tenant for the interest of Fannie Paschal, to record at closing.

(8) Sale is contingent upon Seller obtaining a Court Order granting title to the subject property to Calvin Paschal, as mentioned in more detail at paragraph 41 herein.

(9) Sale is contingent upon there having been no modifications, deletions, or additions made to this Addendum No.1 and its attachments by the Buyer or Buyer's agent.

BUYER CONTINGENCIES

(10) Unless stated otherwise herein, all contingencies benefitting Buyer, if any, 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 herein. 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.

(11) 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.

BUYER INITIALS _____ SELLER INITIALS _____

ADDENDUM NO. 1 - continued

(12) All contingencies, benefitting Buyer, if any, shall be deemed to become active and effective **only after the buyer's** deposit has been deposited into the 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.

(13) Sale is **not** contingent upon Buyer's approval of condition or other matters affecting property after acceptance. Paragraphs 13B, 14A, 14B, 14C, 17B(1), 17B(2), 17B(3) and 17B(4) shall be deemed to have been removed from the Probate Purchase Agreement, and are no longer applicable. Buyer acknowledges that Buyer has had the opportunity to inspect the property, Review disclosures and perform Buyer's Investigations **prior to** signing this Addendum. By signing this Addendum, Buyer represents that Buyer has sufficient knowledge and funds to accept the high level of risk associated with this purchase.

(14) Buyer has no Loan or Appraisal contingencies. Sale is not contingent upon the Buyer selling, closing escrow, or financing any other property owned or controlled by the Buyer. By signing this addendum Buyer affirms that Buyer has sufficient funds currently available to, and controlled by Buyer, to cover the entire purchase price and Buyer's closing costs. Buyer agrees to act diligently and in good faith to keep the funds available to Buyer to allow for the on time closing of the escrow for the subject property

(15) Buyer has no contingencies for the approval of this agreement by any other individuals, entities, directors, boards, or agencies either private or public. Anyone signing this agreement on behalf of the Buyer represents that they have full authority to sign on behalf of the Buyer.

(16) Preliminary title report number 0623-6335069, prepared by First American Title Company, with an effective date of July 31, 2020 at 7:30 AM., has been made available for Buyer to review at TrustedRA.com/Chateau. Buyer accepts and approves all items affecting title as shown in said report **except** exceptions to coverage numbers 2, 7, and 9 through 24 which are disapproved and any additional items affecting Seller or the property that may be added prior to closing and that are not disclosed to the Buyer elsewhere in this Addendum or Its attachments.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

Buyer agrees to extend the escrow period stated at paragraph 18 herein up to an additional 15 days to allow the Seller to make efforts to cause the title insurer to remove any item(s) not approved above from their preliminary title report. In the event that any item not approved above remains after the 15 day escrow extension period, or sooner, if Seller gives Buyer written notice that Seller is unable or unwilling to remove the disapproved item(s), then Buyer shall have the right to cancel purchase of the property from the Seller. Seller shall cooperate in causing the release of Buyer’s deposit to Buyer less any fees or charges demanded by the escrow holder for Buyer’s share of any services the escrow holder has performed. Cancellation and receipt of return of deposited funds as stated above shall be the sole remedy available to Buyer.

ESCROW HOLDER

(17) Escrow holder to be First American Title Company **Escrow No: 6335069**. Escrow officer shall be: **Cheryl Zanini at 909-380-8776**. mail czanini@firstam.com. Seller reserves the right to change Escrow company and/or escrow officer to another company..

ESCROW CLOSING DATE

(18) Escrow period to be 60 calendar days or less. Buyer agrees to close escrow within 7 calendar days after Buyer or Buyer’s agent receives the Seller’s written removal of all of Seller’s contingencies stated herein at paragraphs 4 through 9.

ESCROW ALLOCATION OF CLOSING COSTS

(19) Prorations - Allocated to Seller and Buyer:

-Current year real property tax bill including all items billed on the tax bill. Seller shall be charged for the time period prior to the date of the close of escrow. Buyer shall be charged for the day of closing of escrow through the end of the billing period. If no bill is available for the current billing period, then the proration shall be based on the last available bill.

(20) Charges - Allocated to Seller

- Real Estate Broker Commissions, except as stated in paragraph 42 herein
- One half of base escrow fee
- Title Insurance Policy (Owners Policy)
- County Recorder Fees for recording Releases, Affidavits, Court Orders, or Letters of Administration
- payoff of existing mortgages, liens, and civil judgements, if any, including any related costs
- payoff all defaulted property taxes

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

ESCROW ALLOCATION OF CLOSING COSTS (continued)

(21) Charges - Allocated to Buyer

- One half of base escrow fee
- Documentary Transfer Tax
- County Recorder Fees except those allocated to Seller above
- All Other Costs To Close Escrow, If Any

TITLE INSURANCE

(22) Title Insurance to be provided by First American Title Company in Redlands. Refer to paragraph 16 herein for Buyer’s approval and disapproval of items shown in said report. Refer to paragraph 4 herein for Seller’s contingency pertaining to items disapproved by Buyer. Buyer shall have the option to designate a title insurance provider of Buyer’s choice, in such event, then Buyer shall pay for the owners policy of title insurance.

BUYER DUTY TO VERIFY

(23) Buyer acknowledges that except for any express warranties and representations contained in this addendum, Buyer is not relying on any written, oral, implied or other representations, statements or warranties by Seller or any agent of Seller or any real estate broker or salesperson. All previous written, oral, implied or other statements, representations, warranties or agreements, if any, are merged herein. Other than as specifically disclosed herein, Seller has not made, does not make, and expressly disclaims, any warranties, representations, covenants or guarantees, expressed or implied, or arising by operation of law, as to the merchantability, habitability, quantity, quality or environmental condition of the property or its suitability or fitness for any particular purpose or use. Buyer affirms that Buyer has (i) investigated and inspected the property to Buyer’s satisfaction and is familiar and satisfied with the condition of the property and (ii) has made own determination as to (a) the merchantability, quantity, quality and condition of the property, including the presence of toxic or hazardous substances, materials, or wastes, or other actual and potential environmental contaminates, and (b) the property's suitability or fitness for any particular purpose or use. Buyer hereby accepts the property in its present condition on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" (including without limitation environmental) basis and acknowledges that (i) without this acceptance, this sale would not be made, (ii) that the purchase price reflects the existing condition of the property, including the presence of environmental contamination, if any, thereon, and (iii) Seller shall be under no obligation whatsoever to undertake any repair, alteration, remediation or other work of any kind with respect to any portion of the property.

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

BUYER DUTY TO VERIFY (continued)

Except as otherwise agreed to herein, Seller is hereby released by Buyer and Buyer’s successors and assigns of and from any and all responsibility, liability, obligations, and claims, known or unknown, including (1) any obligation to take the property back or reduce the price, or (2) actions for contribution or indemnity, that Buyer or Buyer’s successors and assigns may have against Seller or that may arise in the future, based in whole or in part, upon the presence of toxic or hazardous substances, materials, or wastes or other actual or potential environmental contaminates on, within or under the surface of the property. Buyer further acknowledges that the provisions of this paragraph have been fully explained to Buyer and that Buyer fully understands and accepts the same.

(24) Buyer is advised that the Seller or Seller’s agents have not conducted, and will not conduct any investigations to determine if proper building permits were obtained for the construction, modification, or demolition of any structure currently or previously on the property. Buyer accepts all responsibility to verify such matters to Buyer’s satisfaction prior to signing this Addendum. Buyer is advised that there may be unpermitted room additions/alterations. There may also be existing Code Enforcement Violations pertaining to the property that are unknown to Seller or Seller’s agents. By signing this Addendum, Buyer agrees to close escrow subject to any and all unpermitted additions/alterations and code violations that may exist.

(25) Buyer is advised that the Seller or Seller’s agents have not conducted, and will not conduct any investigations to determine the type, condition, and location of any private sewage disposal system at the property, if any. Buyer accepts all responsibility to verify such matters to Buyer’s satisfaction prior to signing this Addendum.

REPAIRS, CREDITS, INSPECTIONS, REPORTS, AND CERTIFICATIONS

(26) Seller will make no repairs or give the Buyer any credits in lieu of making repairs. Seller will not pay for or provide to Buyer any Home Warranty Plan, reports, inspections or certifications of any kind including for surveys, Phase I or Phase II Environmental Site Assessment, wood destroying pest (termites), Septic tank, or private sewage disposal system, if any, or any other kind. Seller will not pay or provide any C.L.U.E. reports aka: Comprehensive Loss Underwriting Exchange. Buyer may obtain any of these inspections and reports at Buyer’s expense, however the sale is not contingent upon Buyer’s approval of any inspections or reports obtained by Buyer after acceptance.

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

(27) Buyer accepts responsibility and expense for installing operating smoke and Carbon monoxide detectors and to strap or bracing any water heaters after closing.

PERSONAL PROPERTY TO REMAIN

(28) Buyer acknowledges that a **substantial** amount of personal property and debris of unknown monetary value is present inside the house and garage. Buyer accepts all responsibility, risk and expense for lawfully dealing with any and all personal property and debris remaining on or in the property, at the close of escrow. Seller shall have the right, but no obligation, to remove any items of personal property prior to the close of escrow.

REPORTS, DISCLOSURES, ADVISORIES, AND BOOKLETS

(29) Buyer acknowledges having been given the opportunity, prior to Buyer signing this Addendum to review, print, or download the items listed in paragraphs 30 through 38 below. Buyer may obtain these items at TrustedRA.com/Chateau.

(30) Natural Hazards and California Tax Disclosure Report number 2701477, prepared by JCP-LGS Residential Resale Property Disclosure Reports, dated 08/13/2020. Consisting of 37 pages. Buyer acknowledges receipt and hereby approves said reports and the disclosures contained therein.

(31) Statutory Natural Hazards Disclosure Statement and Acknowledgement of Receipt, signed by the Seller on 09/10/2020. Consists of 1 page. Buyer acknowledges receipt and hereby approves said disclosure.

(32) Exempt Seller Disclosure, prepared by Seller, dated 09/10/2020. Consisting of 1 page. Buyer acknowledges receipt and hereby approves said disclosure.

(33) Agent Visual Inspection Disclosure, prepared by Trusted Realty Advisors, dated 08/13/2020. Consisting of 3 pages. Buyer approves items contained in said disclosure.

(34) Water Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice signed by Seller on 09/10/2020. Consists of 2 pages. Buyer approves said notice.

(35) Water Heater Statement Of Compliance signed by Seller 09/10/2020. Consists of 1 page. Buyer approves items contained in said disclosure.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

(36) Market Conditions Advisory signed by Seller 09/10/2020. Consists of 1 page. Buyer acknowledges receipt of said advisory.

(37) Statewide Buyer and Seller Advisory signed by Seller 09/10/2020. Consists of 14 pages. Buyer acknowledges receipt of said advisory.

(38) Buyer acknowledges that buyer has access to the internet. By signing this addendum, Buyer accepts electronic delivery and acknowledges receipt 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 and Carbon Monoxide, "Protect Your Family From Lead In Your Home", "What is your Home Energy Rating (HERS)", and "The Homeowner's Guide to Earthquake Safety 2020 edition including natural gas safety.

(39) Buyer shall sign and return all Seller's disclosures within **7 days after** Acceptance. All Disclosures can be found at: TrustedRA.com/Chateau. Buyer's agent shall provide to Seller's agent any items to be signed by the Seller, within **7 days after** acceptance. Failure to sign disclosures does not void any buyer approvals contained in this addendum.

PROBATE PROCEEDINGS

(40) Title to the subject property is vested to Willie C. Paschal and Fannie Paschal, husband and wife as joint tenants. Both are deceased. An Affidavit of Death of Joint Tenant will need to be recorded for the interest of Fannie Paschal. The interest of Willie C. Paschal is subject to Probate proceedings in the Superior Court of California, County of San Bernardino, Case number PROPS 1800609.

(41) Seller has filed a petition To Determine Succession To Real Property, which if granted will vest title to Calvin Paschal, the Seller herein. This sale is contingent upon the granting of said petition as stated at paragraph 8 herein. The court hearing on said petition is scheduled for 11/11/2020.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

OTHER PROVISIONS

(42) No Sales Commission shall be payable to any Buyer's Broker if that Broker or a licensed salesperson affiliated with that Broker has a California Real Estate Broker or Salesperson License, and either the Broker or affiliated Salesperson is a Buyer in this transaction, or if that Broker or affiliated Salesperson is a Manager, Officer, or Member of any Corporation or LLC that is a Buyer in this transaction, or if that Broker or affiliated Salesperson is a partner of any Partnership that is a Buyer in this transaction, or if that Broker or affiliated Salesperson a Trustee of any Trust that is a Buyer in this transaction.

(43) 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.

(44) Any addition or deletion of any Buyer, change of vesting, or assignment of Buyer's interest shall require Seller's written approval.

(45) If any provision of this Addendum or its 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.

(46) Any notices required to be given to either Buyer or Seller, are to be delivered to their respective agents by email. This paragraph shall not apply if a separate Delivery of Notices Addendum has been signed by Buyer and Seller prior to acceptance.

HEADINGS

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

EXPIRATION OF OFFER

(47) Probate Purchase Agreement (C.A.R Form PPA paragraph 32) 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. A signed copy of the Purchase Agreement, if accepted, will be delivered by email to the buyer's agent. Buyer authorizes communication of acceptance to be delivered to the buyer's agent in this manner.

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

ATTACHMENTS, ADDENDUM, SUPPLEMENTS

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

- (A)** Liquidated Damages Addendum (consisting of 1 page)
- (B)** Cash Purchase - Deed Restriction Addendum (1 page)
- (C)** Lead - Based Paint and Lead-Based Paint Hazards Disclosure (2 pages)

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

Buyer Signature _____ Date Signed _____

Buyer Signature _____ Date Signed _____

Seller Signature _____ Date Signed _____

Calvin Paschal

LIQUIDATED DAMAGES ADDENDUM

Buyer(s): _____
(Print all names of Buyers)

Seller: Calvin Paschal

Property Address: 660 Chateau Way, Barstow, CA 92311

The following Liquidated Damages Provision is hereby incorporated into and made a part of the Probate Purchase Agreement and Joint Escrow Instructions.

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which buyers intend to occupy as buyer's principal residence, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

Should it become necessary pursuant to the provisions of the California Probate Code to obtain Superior Court Confirmation of this sale, upon confirmation by the Court the provisions of the Liquidated Damages Addendum shall no longer apply, and the provisions of California Probate Code shall apply. In the event of a default by the Buyer after Court Confirmation, Buyer is advised that damages owed to the Seller will be determined by the Court, and may exceed the deposit amount.

The undersigned have read and acknowledge receipt of a copy of this Liquidated Damages Addendum.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: _____ Date: _____
Calvin Paschal



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals (C.A.R. Form FLD, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the: [] California Residential Purchase Agreement, [] Residential Lease or Month-to-Month Rental Agreement, or [X] Other: Probate Purchase Agreement and Joint Escrow Instructions, dated 09/10/2020, on property known as: 660 Chateau Way, Barstow, CA 92311 ("Property") in which Calvin Paschal is referred to as Buyer or Tenant and is referred to as Seller or Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following: *****NONE*****

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant: *****NONE*****

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Signature of Calvin Paschal, Seller or Landlord

Date: 09/10/2020 03:18 PM PDT

Seller or Landlord

Date

Tenant's Initials () ()

Buyer's Initials () ()



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 1 OF 2)

2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Trusted Realty Advisors
(Please Print) Agent (Broker representing Seller or Landlord)

By Jim Trammell
Associate-Licensee or Broker Signature Date
Jim Trammell



3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Buyer or Tenant Date

Buyer or Tenant Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Agent (Broker obtaining the Offer) By _____
Associate-Licensee or Broker Signature Date

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Reviewed by _____ Date _____

