



BROKER COMPENSATION ADVISORY

(C.A.R. Form BCA, 5/24)

1. **WHEN SELLERS LIST THEIR PROPERTY FOR SALE THROUGH A REAL ESTATE BROKER THEY AGREE TO PAY THE SELLER'S BROKER WHEN ESCROW CLOSES. THE SELLER MAY ALSO AUTHORIZE THE SELLER'S BROKER TO SHARE COMPENSATION WITH A BUYER'S BROKER OR MAY AGREE TO DIRECTLY PAY THE BUYER'S BROKER:**
 - A. **Listing Agreement Compensation is Negotiable:** When a seller enters into a listing agreement with a broker, the seller authorizes the broker to find a buyer for the seller's property and agrees to pay the seller's broker if a buyer is found who purchases the property. Compensation amounts are not fixed by law but are instead negotiable between the seller and the seller's broker. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations. If the seller approves, a listing agreement may authorize the seller's broker to share part of that broker's compensation with the broker who represents the buyer, and the amount the seller's broker agrees to pay the buyer's broker will be incorporated into the overall compensation the seller is obligated to pay the seller's broker.
 - B. **Offering Compensation to a Buyer's Broker is Negotiable:** Sellers and seller's brokers are not required by law or otherwise to offer compensation to buyer's brokers. The promise of payment from the seller's broker to the buyer's broker may lead to a quicker or more efficient transaction because:
 - (1) Knowing the overall cost of broker compensation at time of listing allows a seller to more easily calculate the seller's net proceeds when evaluating offers and counter offers;
 - (2) The seller's property may become more attractive to buyers who need a loan to finance the purchase price, since buyer's broker compensation would be paid from the seller's proceeds at the time of closing, rather than "out of pocket" by the buyer who may have limited funds. Many buyers have limited funds after paying a deposit, a down payment, property inspections costs, and other costs for closing. These buyers may be more likely to write an offer for the seller's property if they are able to effectively finance the buyer broker compensation into the cost of their loan rather than coming up with additional funds. By making the seller's property attractive to all buyers, regardless of their ability to directly pay a buyer's broker, the pool of prospective buyers for the seller's property will likely increase;
 - (3) Offering compensation to buyer's brokers allows the seller to inform brokers representing prospective buyers they can rely on the efficient payment of their compensation without adding to buyer's closing costs.

An offer of compensation from the seller's broker to the buyer's broker is optional; a seller may instruct the seller's broker to offer no such compensation. In the listing agreement, or amendment, the seller instructs the seller's broker whether to offer any compensation to the buyer's brokers, and, if so, how much.
2. **BUYER'S BROKERS COMPENSATION ARRANGEMENTS:** In California, a buyer representation agreement is recommended and required in certain circumstances, **which may limit the amount a buyer's broker may be paid to the amount in the agreement.**
 - A. Buyers and their brokers benefit when the terms of their relationship and respective duties are written because expressed written terms establish mutual expectations and help avoid misunderstandings over buyer and broker duties and the amount of compensation the buyer's agent expects to be paid.
 - B. Many sellers authorize their brokers to offer compensation to buyer's brokers in the listing agreement. This may be used to offset the obligation a buyer has under a buyer representation agreement.
 - C. A buyer's broker should communicate with the buyer about how the broker will be paid for their work in representing the buyer.
 - D. In the absence of a buyer representation agreement, if the compensation offered to the buyer's broker from third parties is insufficient to meet the expectations of the buyer's broker, and the buyer's broker is unable, prior to drafting an offer on behalf of the buyer, to reach an agreement with the **seller or seller's broker** to be paid an amount the broker deems adequate, buyer's brokers are not obligated to represent the buyer.
3. **METHODS FOR BUYER'S BROKER TO OBTAIN COMPENSATION:**
 - A. **Buyer Pays the Compensation through a Buyer Representation Agreement:** A buyer's broker may negotiate the amount of compensation expected directly with the Buyer who may choose to simply pay their own agent.
 - B. **Seller Pays the Compensation**
 - (1) **Buyer negotiates for Seller to Pay Buyer's Obligation under a Buyer Representation Agreement:** A buyer may negotiate a term in the purchase agreement, asking the seller to pay the obligation they have already agreed to pay their own agent in a buyer representation agreement. This option should be discussed when creating a buyer representation agreement and prior to an offer being made.
 - (2) **Buyer's Agent negotiates an agreement directly with Seller:** If a seller is unrepresented or does not have an exclusive agency relationship with another agent, a buyer's agent may approach that seller to obtain a single party compensation agreement where the seller agrees to pay the buyer's broker compensation without necessarily creating an agency relationship.
 - C. **Seller's Agent Pays the Compensation to Buyer's Agent:** A seller may have authorized the seller's broker to offer compensation to the buyer's broker in the listing agreement. A buyer's agent may want to inquire with a seller's agent about whether they have such authorization. A seller's agent and buyer's agent can enter into a cooperating broker compensation agreement where the seller's broker agrees to compensate the buyer's broker.

By signing below, Seller or Buyer acknowledges that they have read, understand, and have received a Copy of this Broker Compensation Advisory. Seller or Buyer acknowledges they have been advised of their various options regarding compensation to be paid to real estate brokers and that any written agreement they have signed with a seller's or buyer's broker reflects a mutual understanding.

Seller/Buyer _____ Date _____

Seller/Buyer _____ Date _____

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BUYER FINANCIAL AND PERSONAL INFORMATION

(C.A.R. Form BFPI, 6/24)

1. **PARTIES AND PROPERTY:** _____ (“Buyer”),
and _____ (“Broker”)
have (OR have not) entered into a Buyer Representation Agreement, dated _____, beginning on _____ (date)
 (“Representation Agreement”) for the acquisition of property (“Property”), if applicable as described therein.
2. **BUYER’S FINANCIAL AND PERSONAL INFORMATION:** Buyer and Broker agree that it is beneficial to both if Buyer identifies, in writing, Buyer’s financial condition and personal information (“Personal Information”) that Broker can use in assessing and identifying properties that may be satisfactory to Buyer. If Buyer does not qualify to purchase the type of property for which Buyer is interested, Broker and Buyer may mutually alter the terms of the Representation Agreement, or Broker may cancel that agreement.
3. **PROPERTY FINANCING INFORMATION** (where applicable, check all that apply):
 - A. **Amount of deposit available:** \$ _____
 - B. **Amount of down payment available:** \$ _____
 - C. **Source(s) of deposit and down payment:** Savings (cash in bank) Retirement account Gift Loan Assistance program, Sale of existing property (Already sold, Already in contract, Not yet listed), Other _____
 - D. **Amount of additional funds available for broker compensation and closing costs:** \$ _____
 - E. **Source of additional funds:** _____
 - F. **Maximum Loan Amount:** \$ _____
 - G. **Lender Information:**
 - (1) Company Name: _____
 - (2) Loan Officer name: _____
 - (3) Phone: _____, Email: _____
 - (4) Pre-qualified, Pre-approved, Fully underwritten pre-approval
 - H. **Financing type:** Conventional, FHA, VA, Other _____

NOTE: If FHA or VA financing is pursued, lender may not allow Buyer to pay certain closing costs, including broker compensation. Buyer’s broker compensation should be paid by seller or seller’s broker.
- I. **Maximum monthly housing expense** (for PITI, HOA fees, other _____): \$ _____
4. **OTHER FINANCIAL INFORMATION:**
 - A. 1031 exchange, Expected legal settlement, Expected inheritance
 - B. Buyer intends to include a contingency to sell another property as part of any transaction (see C.A.R. Form COP)
 - C. Other: _____
5. **PERSONAL INFORMATION:**
 - A. **Current Housing:** Own Currently Rent Other _____
 - B. **Property Ownership Experience:** First time buyer, # of properties previously purchased: One, 2-5, More than 5, # of properties currently owned: _____
 - C. **Real estate Related Experience:** R.E. broker R.E. salesperson Contractor R.E. Investor Trade (ex. Plumber, electrician, landscaper): _____
 - D. **Time Constraints:** (e.g. Job relocation, sale of existing home, school start date): _____
 - E. **Reasons for Purchase:** _____
 - F. **Other:** _____
6. **CONFIDENTIALITY:** The financial and personal information identified herein are intended as confidential information as that term is defined in Civil Code § 2079.13 et seq. Regardless of agency relationship in any transaction involving Buyer and Broker, the information will not be disclosed to any seller or seller’s agent except as Buyer authorizes Broker.
7. **IDENTIFICATION OF AND CHANGES TO FINANCIAL AND PERSONAL INFORMATION:** Buyer represents that Buyer is not aware of any other financial and personal information that would affect Buyer’s effort to acquire property. Buyer has not made any verbal representations to Broker of additional financial and personal information. Buyer agrees to notify Broker, in writing, of any change to Buyer’s financial and personal information.

By signing below, Buyer understands, acknowledges and that it is Buyer’s responsibility to determine to what extent any property meets Buyer’s financial and personal needs and abilities.

Buyer has read, understands, and received a Copy of this Buyer Financial and Personal Information. Buyer is encouraged to read it carefully.

Buyer _____ Date: _____
Buyer _____ Date: _____

I acknowledge receipt of a copy of this Buyer Financial and Personal Information.

Real Estate Broker (Firm) _____ DRE License # _____
By (Agent) _____ DRE License # _____ Date: _____

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BUYER IDENTIFICATION OF PREFERENCES AND PRIORITIES, NO. _____ (C.A.R. Form BIPP, 6/24)

This Buyer Identification of Preferences and Priorities, No. _____ is intended to supersede and replace any previously dated Identification of Buyer Preferences and Priorities.

1. PARTIES AND PROPERTY: _____ ("Buyer"), and _____ ("Broker")

have (OR have not) entered into a Buyer Representation Agreement, dated _____, beginning on _____ (date) ("Representation Agreement") for the acquisition of property ("Property"), if applicable as described therein.

2. IDENTIFICATION OF BUYER PREFERENCES: Buyer and Broker agree that it is beneficial to both if Buyer identifies, in writing, Buyer's preferences and priorities for the purchase of Property. Although the information provided herein is only intended to represent a general expression of Buyer's needs, wants and concerns as of the date signed below, Broker will use the information to narrow the parameter Broker uses in searching for property that might be acceptable to Buyer. Buyer acknowledges that Buyer's preferences and priorities may change over time, and that current housing inventory and other market conditions as well as Buyer's financial position will determine how many of Buyer's preferences and priorities can be achieved in acquiring Property. Many buyers ultimately make compromises when choosing which properties to make offers on and acquire. It is Buyer's responsibility to determine whether any property meets some, all, or enough of Buyer's preferences and priorities.

3. BUYER PREFERENCES AND PRIORITIES (check all that apply):

- A. Price Range: \$ _____ to \$ _____
B. Property Use: Primary residence, Second home, Income producing, Relative personal use, Other
C. Property Type: Single Family Residence, Duplex, Triplex, Fourplex, Condominium, Tenancy in Common, Manufactured / Mobile home, Pre-owned, New construction
D. Property Features: Minimum # of bedrooms, Minimum # of bathrooms, Minimum square footage, Maximum square footage, Single story, Multi-level, Corner lot, Yard, Pool, Solar Panels, Gas appliances, Electric appliances, School district, Accessibility/Disability features
E. Location: City(ies), County(ies)
F. Other (Any other desired features or matters of concern or importance to Buyer, whether based on previous experience, prior offers, expectations, intended future use, financial ability to make repairs or improvements, or otherwise):

4. CONFIDENTIALITY: The preferences and priorities identified herein are intended as confidential information as that term is defined in Civil Code § 2079.13 et seq. Regardless of agency relationship in any transaction involving Buyer and Broker, these preferences and priorities will not be disclosed to any seller or seller's agent except as Buyer authorizes Broker.

5. IDENTIFICATION OF AND CHANGES TO PREFERENCES AND PRIORITIES: Buyer represents that Buyer is not aware of any other material significant preferences and priorities concerning Buyer's effort to acquire property. Buyer has not made any verbal representations to Broker of additional preferences and priorities. Buyer agrees to notify Broker, in writing, of any change to Buyer's preferences and priorities.

By signing below, Buyer understands, acknowledges and agrees that Broker cannot guarantee that any property will meet any or all of Buyer's preferences and priorities and that it is Buyer's responsibility to determine to what extent any property meets Buyer's preferences and priorities.

Buyer has read, understands, and received a Copy of this Identification of Buyer Preferences and Priorities. Buyer is encouraged to read it carefully.

Buyer _____ Date: _____
Buyer _____ Date: _____

I acknowledge receipt of a copy of this Buyer Wants and Needs.

Real Estate Broker (Firm) _____ DRE License # _____
By (Agent) _____ DRE License # _____ Date: _____

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DISCLOSURE AND MODIFICATION TO BUYER REPRESENTATION AGREEMENT
 (Intended for use with a BRBC revised 12/22 or earlier)
 (C.A.R. Form DM-BR, 6/24)

_____ (“Broker”)
 and _____ (“Buyer”),
 entered into a Buyer Representation, dated _____, for the real property, or manufactured home described as stated therein, commencing _____ (date) and expiring _____ (date).

1. DISCLOSURE:

- A. COMPENSATION TO BUYER’S BROKERS:** You, Buyer, authorized me as your broker to represent you and to be compensated under the terms of the Buyer Representation and Broker Compensation Agreement, or other agreement (“Buyer Representation Agreement”). The National Association of REALTORS® has entered into a nationwide settlement agreement to resolve a class-action lawsuit (“NAR Settlement”). One of the terms of the NAR Settlement is that the Multiple Listing Service (“MLS”) will no longer be used for listing brokers to make offers of compensation to brokers representing buyers. Additionally, the NAR Settlement requires the Buyer Representation Agreement to state a definite compensation, and the buyer’s broker is prohibited from receiving an amount higher than what is in the Buyer Representation Agreement unless amended by mutual agreement. The NAR Settlement is expected to take effect sometime in August 2024, but some local MLSs may implement the prohibition sooner. Until the MLS in which the property you purchase makes a change, there may be an offer of compensation in the MLS. Once the MLS changes its rules to prohibit offers of compensation, your brokerage may still receive compensation from the Listing Broker, but any offer coming from the Listing Broker will not be communicated through the MLS.
- B. NEED TO MODIFY THE BUYER REPRESENTATION:** Many Buyer Representation Agreements have provisions to allow a buyer’s broker to be compensated from the seller’s broker, whether through the MLS or separate agreement. Additionally, there may be provisions that allow the buyer’s broker to receive what the seller’s broker is offering, even if more than what the buyer is obligated to pay. Buyer and Broker agree it is mutually beneficial to modify the Buyer Representation Agreement to reflect the NAR Settlement.

- 2. MODIFICATION OF BUYER REPRESENTATION AGREEMENT:** Broker agrees to notify Buyer once the MLS can no longer be used to offer compensation to buyer’s brokers. Buyer and Broker agree that Broker retains the right to be compensated from a seller’s broker provided such compensation is disclosed to Buyer and does not exceed Buyer’s obligation pursuant to the Buyer Representation Agreement. Buyer and Broker agree that once the MLS prohibits offers of compensation: **(i)** Any Buyer Representation Agreement term allowing Broker to retain any excess compensation offered by a third party shall be unenforceable; and **(ii)** If the Buyer Representation Agreement provides that some or all of any excess compensation shall be paid to Buyer, Buyer understands that since Broker may not collect any compensation in excess of the amount Buyer is required to pay, there will be no excess funds to be paid to Buyer.
- 3.** All other terms of the Buyer Representation Agreement remain in full force and effect, except as modified herein.

I acknowledge that I have read, understand, have received a copy of, and agree to this Disclosure and Modification to Buyer Representation Agreement.

Buyer _____ Date _____
 Buyer _____ Date _____
 Real Estate Broker (Firm) _____ DRE Lic # _____
 By _____ DRE Lic # _____ Date _____

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DISCLOSURE AND MODIFICATION TO LISTING AGREEMENT
(Intended for use with a RLA revised 12/23 or earlier)
(C.A.R. Form DM-LA, 6/24)

_____ (“Broker”)
and _____ (“Seller”),
entered into a listing agreement, dated _____, for the real property, or manufactured home described as:
_____,
commencing _____ (date) and expiring _____ (date).

1. DISCLOSURE:

- A. OFFERING COMPENSATION TO BROKERS REPRESENTING BUYERS THROUGH THE MULTIPLE LISTING SERVICE: You, Seller, authorized me as your broker to use the MLS to offer compensation to brokers who represent buyers who purchase your property. The amount paid to the broker representing the buyer will come from the total compensation that you, Seller, agreed to pay my brokerage. The National Association of REALTORS® has entered into a nationwide settlement agreement to resolve a class-action lawsuit (“NAR Settlement”). One of the terms of the NAR Settlement is that the Multiple Listing Service (“MLS”) will no longer be used for listing brokers to make offers of compensation to brokers representing buyers. The MLS may still be used to expose your property to the maximum number of prospective buyers. The NAR Settlement is expected to take effect sometime in August 2024, but some local MLSs may implement the prohibition sooner. Until the MLS in which your property is marketed for sale makes a change, the offer of compensation will remain in the MLS. Once the MLS changes its rules to prohibit offers of compensation, your brokerage may offer compensation to buyer’s brokers through other methods of communication.
B. NEED TO MODIFY THE LISTING AGREEMENT: Seller and Broker agree it is mutually beneficial to modify the listing agreement to allow your property to be exposed to as many buyers as possible once the MLS changes to reflect the NAR Settlement.

- 2. MODIFICATION OF LISTING AGREEMENT: Broker agrees to notify Seller once the MLS will no longer be able to be used to offer compensation to buyer’s brokers. Broker also agrees to notify Seller of the method and means it will use to offer compensation to buyer’s brokers when that event occurs. Broker agrees to use reasonable efforts, consistent with the NAR Settlement, to continue to market Seller’s property, and offer compensation to buyer’s brokers, to the maximum extent reasonably practicable. Seller agrees that the Listing Agreement term authorizing Broker to “cooperate with and compensate brokers participating through” the MLS will no longer be in effect as of the date the MLS prohibits such offers of compensation. Seller also agrees that Broker’s reasonable efforts in place of the MLS offer of compensation will satisfy Broker’s obligations under the listing agreement.
3. All other terms of the Listing Agreement remain in full force and effect, except as modified herein.

I acknowledge that I have read, understand, have received a copy of, and agree to this Disclosure Regarding and Modification to Listing Agreement.

Seller _____ Date _____
Seller _____ Date _____
Real Estate Broker (Firm) _____ DRE Lic # _____
By _____ DRE Lic # _____ Date _____

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**LIMITED PROPERTY REPRESENTATION AND BROKER
COMPENSATION AGREEMENT**
(For use by an agent holding an open house or another agent giving a
prospective purchaser a tour of an open house or other property)
(C.A.R. Form LPRBC, 6/24)

Property address ("Property"): _____
 Real estate agent ("Agent"): _____ Real estate broker ("Broker"): _____
 Prospective Visitor ("Visitor"): _____
 Date: _____

1. BROKER RIGHT TO REPRESENT VISITOR: Visitor grants Broker the **non-exclusive** right to represent Visitor in acquiring the Property.

A. FOR VISITORS ATTENDING AN OPEN HOUSE WITHOUT REPRESENTATION:

- (1) You are not required to sign a representation agreement to see this Property at an open house.
- (2) If you have already signed a representation agreement with another broker, you should inform the agent holding the open house of the name of the other broker.
- (3) If at this time you do not want the agent holding the open house to represent you, then you should not sign this form, and you should read and understand an open house non-agency disclosure.
- (4) If you have already signed a representation agreement with another broker, and you sign this form, you may be obligated to pay two different brokers if you purchase this Property.

OR B. FOR VISITORS TOURING ONE OR MORE PROPERTIES WITH AGENT:

- (1) If you have already signed a representation agreement with another broker, you should inform Agent of the name of the other broker.
- (2) If you have already signed a representation agreement with another broker, and you sign this form, you may be obligated to pay two different brokers if you purchase the Property or any of the properties identified below.
- (3) Property means the Property at the top of this page and any of the following properties:

- _____ (property address)
- _____ (property address)

C. FOR ALL VISITORS: Visitor has not (or has) entered into a representation agreement with another real estate broker that would apply to the Property. **If "has" is checked, Agent should review that agreement before signing this form.**

2. TERMS OF REPRESENTATION: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 2 pages. Visitor is advised to read both pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions
A		Representation Period	Beginning on the date signed below AND Ending _____ (not to exceed 30) Days later at 11:59 PM OR upon completion of a resulting transaction, whichever occurs first.
B		Broker Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Visitor and Broker (real estate commissions include all compensation and fees to Broker).	
B(1)	3	Amount of Compensation	_____ percent of the acquisition price AND <input type="checkbox"/> \$ _____, OR <input type="checkbox"/> \$ _____,
B(2)	3C-D	Payments from Third Parties	Shall be credited against Visitor's obligation to pay Broker. If Broker has an agreement with the seller: (i) Broker is entitled to receive the amount specified in that agreement for "Seller's Broker" without a credit to Visitor; and (ii) Visitor will receive a credit for any amount that seller authorized Broker to pay any buyer's broker.
C		Other Terms	_____ _____

3. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Visitor and Broker (real estate commissions include all compensation and fees to Broker).

A. ADVISORY: Visitor has been advised that how much a broker is compensated, and who compensates the broker, is negotiable.



Property Address: _____

Date: _____

B. BROKER RIGHT TO COMPENSATION: Broker shall be entitled to compensation specified in **paragraph 2B(1)** from Visitor if during the Representation Period, or any extension thereafter, Visitor is shown the Property by Broker and Visitor enters into an agreement to purchase, lease, or otherwise acquire the Property, and the seller thereafter completes the transaction or is prevented from doing so by default of Visitor. Compensation is payable:

- (1) Upon completion of any resulting transaction, and through escrow. Broker shall be entitled to compensation whether any escrow resulting from an agreement for Property closes during or after the expiration of the Representation Period.
- (2) If acquisition is prevented by default of Visitor.
- (3) **Payment through Escrow:** Visitor hereby irrevocably assigns to Broker the compensation provided for in this Agreement from Visitor's funds in escrow. Visitor agrees to submit to escrow any funds needed to compensate Broker under this Agreement. Broker may submit this Agreement, as instructions to compensate Broker, to any escrow regarding property involving Visitor and a seller or other transferor.

C. ACCOUNTING FOR PAYMENTS TO BROKER BY OTHERS: Except as specified in **paragraph 2B(2)**, if anyone other than Visitor compensates Broker for services covered by this Agreement in representing Visitor the amount of compensation shall be credited against Visitor's obligation to pay Broker.

D. THIRD-PARTY PAYMENTS LESS THAN VISITOR COMPENSATION OBLIGATION: If Visitor owes Broker compensation, after first deducting payments due to Broker from third parties, Broker and Visitor should discuss the potential benefits and detriments of including a term in Visitor's offer obligating Seller to pay Broker, directly or through escrow, for any compensation that Visitor owes Broker.

E. DISCLOSURE OF ANTICIPATED PAYMENTS TO BROKER BY OTHERS:

- (1) Broker, at the earliest practical time prior to writing an offer on the Property, will disclose to Visitor the amount of compensation Broker expects to receive from a third-party on the Property.
- (2) Broker, independently or through escrow, will disclose the final compensation Broker receives from anyone other than Visitor.
- (3) If the third-party does not pay as anticipated, and the third party has contractually agreed with Visitor to pay all or part of Broker's compensation, Visitor assigns to Broker any rights Visitor has to pursue the third party for such compensation.

4. CANCELLATION OF REPRESENTATION AGREEMENT: Either Visitor or Broker may cancel this Agreement by giving written notice. However, Broker is nonetheless entitled to the compensation specified in **paragraph 2B** if, during the representation period specified in **paragraph 2A**, Visitor enters into an agreement to purchase, lease, or otherwise acquire the Property, and the seller thereafter completes the transaction or is prevented from doing so by default of Visitor. Visitor is advised to notify any other broker of Broker's rights under this Agreement.

5. AGENCY RELATIONSHIPS:

A. DISCLOSURE: Broker will provide Visitor with a Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD) as soon as practicable prior to writing an offer.

B. POSSIBLE DUAL AGENCY WITH SELLER: Broker will represent Visitor in any resulting transaction. Broker may act as an agent for both Visitor and a seller. Broker, in writing, shall confirm the agency relationship with only Visitor, or both Visitor and Seller, prior to or concurrent with Visitor's execution of a contract to acquire a Property. Visitor acknowledges and consents to Broker, including agents in Broker's firm, representing other prospective buyers for the Property.

6. BROKER AUTHORIZATIONS AND OBLIGATIONS: Broker is authorized to diligently represent Visitor in any resulting transaction for the Property entered into during the Representation Period. If the Property contains residential property with one to four dwelling units, Broker will perform a reasonably competent and diligent visual inspection of the accessible areas of the Property.

7. VISITOR OBLIGATIONS: Visitor will act timely and in good faith to communicate and cooperate with Broker regarding any material issues or factors in any resulting transaction during the representation period. If requested, Visitor shall provide relevant personal and financial information.

Visitor acknowledges that Visitor has read, understands, received a copy of and agrees to the terms of this Agreement.

VISITOR SIGNATURE(S):

Visitor _____ Date: _____

Visitor _____ Date: _____

BROKER SIGNATURE(S):

Real Estate Broker (Firm) _____ Lic# _____

Address _____ City _____ State _____ Zip _____

By (Broker/Agent) _____ Date _____

Tel. _____ E-mail _____ Lic# _____

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MODIFICATION OF TERMS - BUYER REPRESENTATION AGREEMENT

(C.A.R. Form MT-BR, Revised 6/24)

The Buyer Representation Agreement dated _____, between _____ (“Broker”) and _____ (“Principal”) is modified as follows:

EXPIRATION DATE: The expiration date is changed to: _____.

NOTE: Any renewal of a buyer-broker agreement may not last longer than 3 months from the date of this Modification, unless Buyer is a corporation, LLC or partnership.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE COMMISSIONS IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN PRINCIPAL AND BROKER (REAL ESTATE COMMISSIONS INCLUDE ALL COMPENSATION AND FEES TO BROKER).

COMPENSATION: The amount of compensation is changed as follows: _____.

OTHER: _____

MANAGEMENT APPROVAL: If an associate-licensee in Broker’s office (salesperson or broker-associate) enters into this Modification of Terms on Broker’s behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Modification of Terms, in writing, within **5 Days** after its execution.

All other terms of the Buyer Representation Agreement as applicable, remain in full force and effect, except as modified herein.

I acknowledge that I have read, understand and received a copy of this Modification of Terms - Buyer Representation.

Buyer _____ Date _____

Buyer _____ Date _____

Real Estate Broker (Firm) _____ DRE Lic # _____

By _____ DRE Lic # _____ Date _____

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MODIFICATION OF TERMS - LISTING AGREEMENT
(C.A.R. Form MT-LA, Revised 6/24)

The Listing Agreement dated _____, between _____ (“Broker”) and _____ (“Principal”), regarding the real property, manufactured home or business described as _____ is modified as follows:

PRICE: The listing price, price range, lease or rental amount shall be changed to: _____ Dollars (\$ _____)

EXPIRATION DATE: The expiration date is changed to: _____.

NOTE: If the listing agreement is an exclusive agreement for the acquisition of residential property improved with one to four units, the renewal may not last longer than 12 months. This restriction does not apply if Seller is a corporation, LLC or partnership. It is unlawful to record or file the listing agreement, or a memorandum or notice thereof, with the county recorder.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE COMMISSIONS IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN PRINCIPAL AND BROKER (REAL ESTATE COMMISSIONS INCLUDE ALL COMPENSATION AND FEES TO BROKER).

COMPENSATION: The amount of compensation is changed as follows: _____.

OTHER: _____

MANAGEMENT APPROVAL: If an associate-licensee in Broker’s office (salesperson or broker-associate) enters into this Modification of Terms on Broker’s behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Modification of Terms, in writing, within **5 Days** after its execution.

All other terms of the Listing Agreement remain in full force and effect, except as modified herein.

I acknowledge that I have read, understand and received a copy of this Modification of Terms - Listing Agreement.

Principal _____ Date _____

Principal _____ Date _____

Real Estate Broker (Firm) _____ DRE Lic # _____

By _____ DRE Lic # _____ Date _____

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OPEN HOUSE VISITOR NON-AGENCY DISCLOSURE AND SIGN-IN (C.A.R. Form OHNA-SI, 6/24)

Property address ("Property"): _____ Date _____

Real estate agent(s) ("Agent"): _____

Real estate broker ("Broker"): _____

VISITOR INTENTION TO VIEW PROPERTY: Agent is holding an open house or conducting tours of the Property identified above. Visitor is interested in viewing the Property. Agent agrees to show property to Visitor on the following terms and conditions:

AGENT DOES NOT REPRESENT VISITOR: Unless otherwise agreed in writing, Agent is not working with and has not entered into a representation agreement with Visitor that would apply to the Property.

COMMUNICATION WITH AGENT AT OPEN HOUSE/PROPERTY TOUR FOR BENEFIT OF SELLER: Any communication or sharing of information that Agent has with Visitor during the open house/property tour regarding the Property is for the benefit of the seller. All acts of Agent at the open house/property tour, even those that assist Visitor in deciding whether to make an offer on the Property are for the benefit of the seller exclusively.

COMMUNICATION WITH AGENT ARE NOT CONFIDENTIAL: Any information that Visitor reveals to Agent at the open house/property tour may be conveyed to the seller.

IF VISITOR WRITES AN OFFER ON THE PROPERTY through Agent, at that time Agent will disclose if Agent and Agent's Broker represent the seller exclusively or both the seller and the Visitor.

IF VISITOR WANTS TO BE REPRESENTED BY THE AGENT HOLDING THE OPEN HOUSE Visitor should sign a Buyer Representation agreement or Limited Property Representation agreement with the Agent holding the open house. If Visitor is in an exclusive relationship with another agent, this is not intended as a solicitation of Visitor.

Visitor Name/Email/Phone:

Visitor's Agent, if any:

Name: _____ Agent, if any: _____

Email _____ Phone _____

Name: _____ Agent, if any: _____

Email _____ Phone _____

Name: _____ Agent, if any: _____

Email _____ Phone _____

Name: _____ Agent, if any: _____

Email _____ Phone _____

Name: _____ Agent, if any: _____

Email _____ Phone _____

Name: _____ Agent, if any: _____

Email _____ Phone _____

Name: _____ Agent, if any: _____

Email _____ Phone _____

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SECURITY DEPOSIT DISCLOSURE AND ADDENDUM

(C.A.R. Form SDDA, 6/24)

This is a disclosure and addendum to the Residential Lease or Month-to-Month rental Agreement, OR Other _____ (“Agreement”), dated _____, on property known as _____ (“Premises”), in which _____ is referred to as Housing Provider, and _____ is referred to as Tenant.

1. RESIDENTIAL RENTAL PROPERTY SECURITY DEPOSIT LAW: California Civil Code § 1950.5(c)(1) provides that a landlord may not demand or receive security, however denominated, in an amount or value in excess of an amount equal to one month’s rent, in addition to any rent for the first month paid on or before initial occupancy. There is an exception to this law based on the status of the landlord. The exception is specified in **paragraph 2**. This law is effective on July 1, 2024. Security deposits received before July 1, 2024 are not affected by this law.

2. EXCEPTION TO RESIDENTIAL RENTAL PROPERTY SECURITY DEPOSIT LAW: A landlord, which includes the owner of the property and any other person or entity identified as Housing Provider, may demand or receive a security deposit, paid on or before initial occupancy, in an amount equal to two months’ rent, in addition to any first month’s rent only if the following two conditions exist:
(i) The landlord is a natural person or a limited liability company in which all members are natural persons; and
(ii) The landlord owns no more than two residential rental properties that collectively include no more than four dwelling units offered for rent.

For purposes of this law, **(i)** “Natural person” includes any natural person who is a settlor or beneficiary of a family trust; and **(ii)** “Family trust” means a revocable living trust or irrevocable trust in which the settlors and beneficiaries of the trust are persons who are related to each other as sibling, spouse, domestic partner, child, parent, grandparent, or grandchild.

3. SECURITY DEPOSIT LIMIT FOR MEMBERS OF THE ARMED SERVICES: Even if a landlord meets the conditions established in **paragraph 2**, a landlord may not demand or receive security deposit exceeding one month’s rent if the prospective tenant is (service member):

- (i)** An active member of the Army, Navy, Air Force, Marine Corps, Space Force or Coast Guard or reserve member of any of the just named armed forces who is ordered into active duty; or
- (ii)** A member of the California National Guard, State Guard or Naval Militia called or ordered into active service.

4. REPRESENTATION OF LANDLORD OF EXCEPTION TO RESIDENTIAL SECURITY DEPOSIT LAW: Landlord (Housing Provider) represents that Landlord (Housing Provider) meets the conditions specified in **paragraph 2**, above, and, accordingly, may demand or receive from tenant a security deposit in an amount of up to two months’ rent.

Landlord (Housing Provider) _____ Date _____

Landlord (Housing Provider) _____ Date _____

5. REPRESENTATION OF TENANT OF SERVICE MEMBER STATUS: Tenant represents that tenant is a member of the Army, Navy, Air Force, Marine Corps, Space Force, Coast Guard, as (check applicable boxes in A(1) or A(2), or B):

- A. As:**
 (1) An active member;
OR (2) A reserve member who is ordered into active duty;

OR B. A member of the California National Guard, State Guard, Naval Militia called or ordered into active service.

Tenant _____ Date _____

Tenant _____ Date _____

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WOODEN BALCONIES AND STAIRS ADDENDUM
(C.A.R. Form WBSA, 6/24)

This is an addendum to the Residential Purchase Agreement or [] Counter offer No. _____, or [] Other _____
dated _____, on property known as _____
between _____
and _____
Buyer and Seller are referred to as "Parties."

- 1. BALCONIES, EXTERIOR STAIRWAYS AND OTHER ELEVATED ELEMENTS:
A. If any building on the Property contains 3 or more units, and has balconies, decks, stairways or other structure extending beyond the exterior walls of the building, which are at least 6 feet above ground level, and supported in whole or in part by wood or wood-based products ("Elevated Elements"), Health and Safety Code § 17973 requires that an inspection of the Elevated Elements be completed by January 1, 2025 and at least every 6 years thereafter.
B. If the inspection report indicates that the inspector advises there is an immediate threat to the safety of occupants or requires corrective work for non-immediate threats, then the owner must take the appropriate corrective measure required under Health and Safety Code § 17973.
C. Health and Safety Code § 17973 obligates an owner to maintain copies of the inspection report for not less than two inspection cycles.
2. REQUIREMENT TO DELIVER REPORT TO BUYERS: Seller shall, within the time specified in paragraph 3N(1), Deliver to Buyer: (i) an inspection report of the Elevated Elements prepared within the preceding 6 years pursuant to Health and Safety Code § 17973 showing that the Elevated Elements are in proper working condition and do not pose a threat to health or safety; OR (ii) if the report shows that any portion of the Elevated Element are in need of repair, a copy of the report and evidence that the indicated Elevated Elements have been corrected in accordance with code and permit requirements; OR (iii) up until January 1, 2025 disclose if no such report has been made or repairs completed.
3. WHEN PROPERTY IS IN A COMMON INTEREST DEVELOPMENT: The requirements under Health and Safety Code § 17973 do not apply to the owner of a property in a common interest development. However, the association will have similar obligations, but the inspection is required every 9 years. The report should be kept and incorporated into the association's reserve study.

By signing below, Buyer and Seller acknowledge that each has read, understands, and received a copy of and agrees to the terms of this Wooden Balconies and Stairs Addendum.

Buyer _____ Date _____
Buyer _____ Date _____
Seller _____ Date _____
Seller _____ Date _____

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