



LEASE LISTING AGREEMENT
EXCLUSIVE AUTHORIZATION TO LEASE OR RENT
 (C.A.R. Form LL, Revised 12/22)

Date Prepared: _____

1. **EXCLUSIVE RIGHT TO LEASE:** _____ (“Rental Property Owner” or “RPO”) hereby employs and grants Galway Real Estate & Management (“Broker”) beginning (date) _____ and ending at 11:59 P.M. on (date) _____ (“Listing Period”) the exclusive and irrevocable right to lease or rent the real property in the City of Hometown, County of _____, California, described as 1234 Main Street, Hometown, CA 00000 (“Premises”).

2. **LISTING TERMS:**
 A. **RENT AMOUNT:** _____ Dollars \$ _____ per _____
 B. **SECURITY DEPOSIT:** _____
 C. **TYPE OF TENANCY:** (Check all that apply): Month-to-month; One year Other _____
 D. **ITEMS INCLUDED IN LEASE/RENTAL:** All fixtures and fittings attached to the Premises and the following items of personal property: _____
 E. **PERSONAL PROPERTY THAT WILL NOT BE MAINTAINED OR REPLACED BY RPO:** The following items of personal property are being left on the Premises as a courtesy by RPO and are not warranted in any way, nor will they be maintained or replaced by RPO: _____
 F. **ITEMS EXCLUDED FROM LEASE/RENTAL:** Garage/Carport; _____
 G. **ADDITIONAL TERMS:** _____

3. **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 RPO and Broker (real estate commissions include all compensation and fees to Broker).

A. RPO agrees to pay to Broker as compensation for services, irrespective of agency relationship(s), as specified below:
 (1) **For fixed-term leases:**
 (a) Either (i) _____ percent of the total rent for the term specified in **paragraph 2** (or of the total rent payments due under the lease); or (ii) _____;
 (b) RPO agrees to pay Broker additional compensation of _____, if a fixed term lease is extended or renewed for an additional fixed term. Payment is due upon such extension or renewal.
 (2) **For month-to-month rental:** Either (i) _____ percent of _____; or (ii) _____.
 (3) **For either a fixed term or month-to-month:**
 (a) If during the Listing Period, or any extension, Broker, cooperating broker, RPO or any other person procures a ready, willing, and able Tenant(s) whose offer to lease/rent the Premises on any price and terms is accepted by RPO, provided the Tenant takes possession of the Premises under the terms of the lease or rental or is prevented from doing so by RPO. (Broker is entitled to compensation whether any tenancy resulting from such offer begins during or after the expiration of the Listing Period, or any extension.)
 (b) If RPO, within _____ **calendar days** after the end of the Listing Period or any extension thereof, enters into a contract to transfer, lease or rent the Premises to anyone (“Prospective Transferee”) or that person’s related entity: (i) who physically entered and was shown the Premises during the Listing Period or any extension thereof by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to RPO a signed, written offer to lease or rent the Premises. RPO, however, shall have no obligation to Broker under this **subparagraph 3A(3)(b)** unless, no later than the end of the Listing Period or any extension or cancellation, Broker has given RPO a written notice of the names of such Prospective Transferees.
 (c) If, without Broker’s prior written consent, the Premises are withdrawn from lease/rental, are leased, rented, or otherwise transferred, or made unmarketable by a voluntary act of RPO during the Listing Period, or any extension.
 B. If commencement of the lease or rental is prevented by a party to the transaction other than RPO, then compensation which otherwise would have been earned under **paragraph 3A** shall be payable only if and when RPO collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting the expenses of collection, if any.
 C. In addition, RPO agrees to pay: _____
 D. Broker may retain compensation due from any move-in payments made by Tenant to Broker pursuant to the lease or rental agreement. Broker is authorized to instruct Tenant to deduct the amount of Broker compensation from any move-in payment and make a separate payment to Broker for such amount.
 E. **COMPENSATION ON SUBSEQUENT SALE TO TENANT:** RPO agrees to pay Broker if Tenant directly or indirectly acquires, or enters into an agreement to acquire title to Premises or any part thereof, whether by sale, exchange or otherwise, during the term or any extension of tenancy, compensation equal to _____ percent of the selling price or total consideration in said transfer, whichever is greater. Payment is due upon Tenant’s direct or indirect acquisition of any legal or equitable interest in the Premises and, if there is an escrow, shall be through escrow.



Property Address: 1234 Main Street, Hometown, CA 00000

Date: _____

- F. RPO has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.
 - (1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker's compensation specified in **3A**:
 - (a) For a fixed term lease, either _____ percent of the total rent for the term, or \$ _____; or
 - (b) For a month to month rental, either _____ percent of amount specified in **3A(2)** used to calculate Broker's percentage compensation, or \$ _____.
 - (2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.
- G. (1) RPO warrants that RPO has no obligation to pay compensation to any other broker regarding the lease or rental of Premises unless the Premises are leased or rented to: _____
 - (2) If Premises are leased or rented to anyone listed in **3G(1)** during the time RPO is obligated to compensate another broker:
 - (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent RPO with respect to such transaction.

4. TENANT PAYMENTS:

- A. The following are due and payable to RPO, unless otherwise specified:
 - 1. First Month's Rent: to Broker; due at execution, upon possession, other _____
 - 2. Security Deposit: to Broker; due at execution, upon possession, other _____
 - 3. Other: _____ to Broker; When due: _____
 - 4. Other: _____ to Broker; When due: _____
- B. **DIRECT ELECTRONIC RENTAL PAYMENTS:** If RPO permits Tenant to pay rent by direct deposit such as wire or electronic payment or other online method, RPO should discuss with a Landlord-Tenant attorney the implications of doing so in the event Tenant defaults and an eviction becomes necessary. See also: Wire Fraud Advisory (C.A.R. Form WFA) for additional information.

- 5. **KEYSAFE/LOCKBOX:** (If checked) RPO authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).
- 6. **SIGN:** (If checked) RPO authorizes Broker to install a FOR LEASE sign on the Premises.
- 7. **MULTIPLE LISTING SERVICE:** Information about this listing will (or will not) be provided to a multiple listing service(s) ("MLS") of Broker's selection. If not, then MLS rules may require an exclusion form, such as C.A.R Form SELM, be submitted to the MLS. All terms of the transaction will be provided to the selected MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. RPO authorizes Broker to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary.
- 8. **SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Premises, or otherwise. Third parties, including, but not limited to, inspectors, brokers and prospective tenants, may have access to, and take videos and photographs of, the interior of the Premises. RPO agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Premises; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect RPO.
- 9. **OWNERSHIP, TITLE AND AUTHORITY:** RPO warrants that: (i) RPO is the legal RPO of the Premises; (ii) no other persons or entities have title to the Premises; and (iii) RPO has the authority to both execute this Agreement and lease or rent the Premises. Exceptions to ownership, title and authority: _____
- 10. **RPO REPRESENTATIONS:** RPO represents that, unless otherwise specified in writing, RPO is unaware of: (i) any recorded Notice of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Premises; (iii) any bankruptcy, insolvency or similar proceeding affecting the Premises; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Premises or RPO's ability to lease, rent or transfer it; and (v) any current, pending or proposed special assessments affecting the Premises. RPO shall promptly notify Broker in writing if RPO becomes aware of any of these items during the Listing Period or any extension thereof.

11. TAX WITHHOLDING AND REPORTING:

- A. If RPO is not a California Resident or a corporation or LLC qualified to conduct business in California, RPO authorizes Broker to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to RPO that exceed \$1,500 received by Broker in a calendar year, unless RPO completes and transmits to Broker FTB form 589, nonresident reduced withholding request, FTB form 588, nonresident withholding waiver, or FTB form 590, withholding exemption certificate.
- B. If RPO is a nonresident alien individual, a foreign entity, or other non-U.S. person, (Foreign Investor) RPO authorizes Broker to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless RPO elects to treat rental income as "effectively connected income" by submitting to Broker a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption from Withholding on Income Connected With the Conduct of a Trade of Business in the United States. A Foreign Investor RPO will need to obtain a U.S. tax payer identification number and file declaration with the IRS regarding effectively connected income in order to complete the form given to Broker. Further, the Foreign Investor RPO will be responsible for making any necessary estimated tax payments.
- C. Broker has a legal duty to report rental income received to tax collection agencies via IRS form 1099.

12. BROKER'S AND RPO'S DUTIES:

- A. Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless RPO gives Broker written instructions to the contrary, Broker is authorized to advertise and market the Premises in any medium, selected by Broker including MLS and the Internet and, to the extent permitted by these media, including MLS, control the dissemination of the information submitted to any medium.
- B. RPO agrees to complete Rental Property Owner Disclosure (C.A.R. Form RPOD), which shall be provided to Broker within **3 Days** of completing (or with) this Agreement. Additionally, RPO shall, upon request by Broker, update or complete a new disclosure, as required by law, to be provided to a tenant (lessee) with the lease or rental agreement.
- C. RPO agrees to consider offers presented by Broker and to act in good faith to accomplish the lease or rental of the Premises by, among other things, making the Premises available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Premises subject to **3G**, and following all applicable fair housing laws. RPO is responsible for determining at what price and terms to list and lease or rent the Premises. RPO, but NOT Broker, is responsible for compliance with all health and safety legal requirements, such as but not limited to smoke alarm and carbon monoxide detector installation, and water heater bracing.



D. RPO agrees to indemnify, defend and hold harmless Broker and all persons in Broker's firm, as permitted by law, from all costs, expenses, suits, claims, liabilities, damages, judgments, attorney fees and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including RPO, (i) for those acts relating to the leasing of the Property by Broker, or any person operating through Broker's license, or the performance or exercise of any of the duties, powers, or authorities granted to Broker; (ii) from any incorrect or incomplete information supplied by RPO; (iii) from any material facts that RPO knows but fails to disclose including dangerous or hidden conditions on the Premises, and (iv) actions brought by the Department of Fair Employment and Housing or other government regulatory body. This paragraph shall apply to all actions and claims, including those arising out of Broker's negligence but not to the willful misconduct or gross negligence of Broker and shall extend to claims occurring after this Agreement is terminated as well as while it is in force. RPO's obligations under this paragraph will not be limited by insurance requirements or by any other provision of this Agreement.

13. AGENCY RELATIONSHIPS:

- A. Disclosure: If the listing is for a tenancy in excess of one year or compensation is owed to Broker under **paragraph 3E**, RPO acknowledges receipt of the "Disclosure Regarding Agency Real Estate Relationship" form (C.A.R. Form AD).
- B. **RPO Representation:** Broker shall represent RPO in any resulting transaction, except as specified in **paragraph 3G**.
- C. **Possible Dual Agency With Tenant:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both RPO and Tenant. Broker shall, as soon as practicable, disclose to RPO any election to act as a dual agent representing both RPO and Tenant. If a Tenant is procured directly by Broker or an associate licensee in Broker's firm, RPO hereby consents to Broker acting as a dual agent for RPO and such Tenant.
- D. **Other RPOs:** RPO understands that Broker may have or obtain listings on other properties and that potential tenants may consider, make offers on, or lease or rent through Broker, premises the same as or similar to RPO's Premises. RPO consents to Broker's representation of RPOs and tenants of other properties before, during and after the end of this Agreement.
- E. **Confirmation:** If the Premises includes residential property with one to four dwelling units, and the agreed-upon lease is for a tenancy in excess of one year, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or coincident with RPO's and Tenant's execution of such lease.
- F. **Termination of Agency Relationship:** RPO acknowledges and agrees that unless RPO and Broker enter into a separate property management agreement, Broker will not represent RPO in any manner regarding the management of the Premises. RPO further agrees that the representation duties of, and agency relationship with, Broker terminate at the earlier of (i) or (ii) below:
 - (i) Entering into a rental or lease agreement for the Premises and, if checked, (choose all that apply) Tenant occupancy, delivering to Tenant keys or other means of entering the Premises, Tenant walkthrough, completion of Move In Inspection (such as C.A.R. Form MIMO or comparable form agreed-to by the parties); or (ii) If no lease is already entered into, at the expiration of this Agreement.

14. ATTORNEY'S FEES: In any action, proceeding or arbitration between RPO and Broker arising out of this Agreement, RPO and Broker shall be responsible for paying their own attorney's fees and costs except as provided in **paragraph 15A**.

15. DISPUTE RESOLUTION:

A. MEDIATION:

- (1) RPO and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action.
- (2) Mediation fees, if any, shall be divided equally among the parties involved.
- (3) If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, and that party is the losing party in any such action, the prevailing party shall be entitled to recover attorney fees, notwithstanding **paragraph 14**. Exclusions from this mediation agreement are specified in **paragraph 15B**.

B. ADDITIONAL MEDIATION TERMS: The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.

C. ADVISORY: If RPO and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

16. MANAGEMENT APPROVAL: If a salesperson or broker-associate enters this Agreement on Broker's behalf, and Broker/Manager does not approve of its terms, Broker/Manager has the right to cancel this Agreement, in writing, within 5 calendar days after its execution.

17. EQUAL HOUSING OPPORTUNITY: The Premises is offered in compliance with federal, state and local anti-discrimination laws.

18. ADDITIONAL TERMS:

- A. Rental Property Owner Disclosure (C.A.R. Form RPOD);
- B. Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- C. California Consumer Privacy Act Advisory (C.A.R. Form CCPA);
- D. Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD)
- E. Keysafe/Lockbox-Addendum (C.A.R. Form KLA);
- F. Other: _____

19. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon RPO and RPO's successors and assigns.

20. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.



Property Address: 1234 Main Street, Hometown, CA 00000 Date: _____

21. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall deliver to Broker, within **3 Days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

By signing below, RPO acknowledges that RPO has read, understands, received a copy of, and agrees to the terms of this Agreement.

ENTITY RENTAL PROPERTY OWNERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more RPO's is a trust, corporation, LLC, probate estate, partnership, other entity or holds a power of attorney.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 21** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is: _____.
- (4) If a trust, identify RPO as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

RENTAL PROPERTY OWNER SIGNATURE(S):

(Signature) By, _____ Date: _____
Printed name of RPO: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ Date: _____
Printed name of RPO: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Additional Signature Addendum attached (C.A.R. Form ASA)

Real Estate Broker (Firm) Galway Real Estate & Management Lic. # _____

By Melissa Lynch Lic. # _____ Date _____

By _____ Lic. # _____ Date _____

Address melissa@galway.one City San Jose State CA Zip 95124

Email melissa@galway.one Phone # _____

More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.

More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

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RENTAL PROPERTY OWNER DISCLOSURE
 (INTENDED TO BE PROVIDED WITH A LEASE LISTING OR PROPERTY
 MANAGEMENT AGREEMENT)
 (C.A.R. Form RPOD, 12/22)

Rental Property Owner, _____ (“RPO”) makes the following disclosures with regard to the real property described as _____ 1234 Main Street, Unit # _____, situated in _____ Hometown, County of _____, California (“Premises”). RPO authorizes the disclosures made on this form to be used to supplement the terms of a residential lease or rental with a tenant (lessee) and, if applicable, a lease listing or property management agreement with a broker.

- Disclosure Limitation:** The following are representations made by the RPO and are not the representations of the agent(s), if any. This Disclosure is not a warranty of any kind by the RPO or any agent(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by RPO. A real estate broker is qualified to advise on real estate transactions.
- Note to RPO, PURPOSE:** To provide a broker with information about known material facts affecting the Premises, to help eliminate misunderstandings about the condition of the Premises and, where relevant, to document a RPO’s response to contractual requirements.
 - Answer based on actual knowledge and recollection.
 - Something that you do not consider material may be perceived differently by others.
 - Think about what you would want to know if you were leasing or renting the Premises.
 - Read the questions carefully and take your time.
- RPO’s AWARENESS:** For each statement below, answer the question “Are you (RPO) aware of...” by checking either “Yes” or “No.” A “Yes” answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any “Yes” answers in the space provided or attach additional comments and check paragraph XX.

4. STATUTORILY REQUIRED DISCLOSURES:

A. LEAD-BASED PAINT:

ARE YOU (RPO) AWARE OF...

- (1) Whether the Premises currently has any lead-based paint..... Yes No
- (2) Whether the Premises was constructed prior to January 1, 1978..... Yes No
- (A) If built before 1978, were any renovations (i.e. sanding, cutting, demolition) of lead-based paint surfaces started or complete (if, No, leave (B) blank)..... Yes No
- (B) If Yes to (A), were such renovations done in compliance with Environmental Protection Agency Lead-Based Paint Renovation Rule..... Yes No
- (C) If built before 1978, does RPO have any reports or records pertaining to lead-based paint or lead based paint hazards in the Premises..... Yes No

Explanation: _____

B. WATER CONSERVING PLUMBING FIXTURES:

ARE YOU (RPO) AWARE OF...

- Whether the Premises was built prior to January 1, 1994..... Yes No
- (1) If Yes, have any plumbing fixtures been installed to be compliant plumbing fixtures as defined by Civil Code §1101.3..... Yes No
- (2) If Yes to (1), are there any remaining plumbing fixtures on the Premises that are non-compliant plumbing fixtures..... Yes No

Note: §§ 1101.1 - 1101.5 of the Civil Code requires all commercial and multi-family residential properties built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures. Any such property that is altered or improved (either cost of more than \$150,000 or increasing total floor area by more than 10%) is required to be equipped with water-conserving plumbing fixtures as a condition of final approval.

Explanation: _____

C. WATER HEATERS:

ARE YOU (RPO) AWARE OF...

- Whether any standard water heater with a capacity of not more than 120 gallons is NOT braced, anchored, or strapped in place in accordance with applicable law..... Yes No

Explanation: _____

D. METH CONTAMINATION:

ARE YOU (RPO) AWARE OF...

- Whether RPO has received an Order from a government health official identifying the Premises as being contaminated by methamphetamine..... Yes No

- (1) If yes, has any contamination specified in the order not been remedied..... Yes No
- (2) If yes, RPO will provide a copy of the Order to Property Manager or Tenant (Lessee), as applicable, within 3 days of providing this Disclosure to Property Manager or Tenant (Lessee).

Explanation: _____

E. PERIODIC PEST CONTROL:

ARE YOU (RPO) AWARE OF...

- Whether the Premises is covered by a contract for periodic pest control treatment of the Premises..... Yes No
- (1) If yes, RPO will provide a copy of the notice given by the pest control company.

Explanation: _____



F. WATER SUBMETERS: **ARE YOU (RPO) AWARE OF...**
 Whether the Premises contains two or more units served by a single water meter and Owner has installed a submeter to measure and charge each individual unit for water usage..... Yes No
 (1) If yes, RPO agrees to comply with Civil Code §§ 1954.201 through 1954-219 and to provide and authorizes the Property Manager to provide the required Water Submeter Notice (C.A.R. Form WSM).
 Explanation: _____

G. POOL/SPA SAFETY: **ARE YOU (RPO) AWARE OF...**
 Whether there is a pool or spa on the Premises..... Yes No
 (1) If yes, does any pool or spa on the Premises NOT have an approved anti-entrapment drain cover... Yes No
 (2) If yes, are there any other safety features installed on the Premises, such as gates, alarms, or keyed or coded access? Yes No
 Explanation: _____

H. DEATH ON PREMISES: **ARE YOU (RPO) AWARE OF...**
 Whether an occupant of the Premises died on the Premises within the last 3 years..... Yes No
 (1) If yes, does RPO knows the manner of death..... Yes No
 (2) If Yes to (1), RPO should disclose the manner of death except for death due to HIV/AIDS.
 Explanation: _____

5. NON-STATUTORY DISCLOSURES:

A. MOLD: **ARE YOU (RPO) AWARE OF...**
 (1) Whether the Premises was treated for elevated levels of mold which was previously detected..... Yes No
 (A) If yes, the Premises was treated on _____ (date) at the following location(s): _____
 (2) Does RPO have any knowledge of elevated levels of mold currently in the Premises..... Yes No
 (3) Does RPO have any reports or records pertaining to elevated levels of mold in the Premises..... Yes No
 Explanation: _____

B. ASBESTOS: **ARE YOU (RPO) AWARE OF...**
 (1) Whether asbestos was ever removed from the Premises..... Yes No
 (A) If yes, the Premises was treated on _____ (date) at the following location(s): _____
 (2) Does RPO have any knowledge of the presence of asbestos currently in the Premises..... Yes No
 (3) Does RPO have any reports or records pertaining to asbestos on the Premises..... Yes No
 Explanation: _____

C. CARBON MONOXIDE DETECTORS: **ARE YOU (RPO) AWARE OF...**
 Whether the Premises has a fossil fuel burning heater, appliance, or an attached garage..... Yes No
 (1) If yes, has RPO installed any carbon monoxide detector devices..... Yes No
 Explanation: _____

D. SMOKE ALARMS: **ARE YOU (RPO) AWARE OF...**
 Whether smoke alarm(s) have been installed in compliance with legal requirements in each bedroom, in the hallway outside of each bedroom and on each floor whether or not a bedroom is located on the floor..... Yes No
 Explanation: _____

E. BED BUG: **ARE YOU (RPO) AWARE OF...**
 Whether there is any current infestation of bed bugs..... Yes No
 Note: RPO acknowledges that beginning July 1, 2017, for new tenants and January 1, 2018 for existing tenants, all tenants must be provided a notice regarding bed bugs (C.A.R. Form BBD). RPO further acknowledges that it is unlawful to show, rent, or lease a property if there is a known current bed bug infestation.
 Explanation: _____

F. PROPOSITION 65 WARNING NOTICE: **ARE YOU (RPO) AWARE OF...**
 Whether a Proposition 65 warning notice has been posted on the Premises..... Yes No
 Note: Proposition 65 warning notice is required when there are more than 10 employees, which may include both employees of the RPO or Property Manager.
 Explanation: _____

G. GAS METER(S): **ARE YOU (RPO) AWARE OF...**
 Whether there are separate gas meters for different rental units on the Premises..... Yes No
 (1) If yes, specify which unit(s) have separate gas meters.
 (2) Specify which, if any, meters on the Premises are equipped with earthquake shutoff safety valves and the location of the shutoff valves.
 Explanation: _____



- H. ELECTRIC METER(S):** **ARE YOU (RPO) AWARE OF...**
 Whether there are separate electric meters for different rental units on the Premises..... Yes No
 (1) If yes, specify which unit(s) have separate electric meters.
 Explanation: _____
-
- I. WATER METER(S):** **ARE YOU (RPO) AWARE OF...**
 Whether the water meter(s) servicing the Premises are equipped with a shutoff safety valve..... Yes No
 (1) If yes, specify the location of the shutoff valves
 Explanation: _____
-
- J. PERMITS:** **ARE YOU (RPO) AWARE OF...**
 (1) Whether any residential unit(s) on the Premises do not contain all permits and governmental approvals needed to lawfully lease or rent any such dwelling..... Yes No
 (2) Any room additions, structural modification, or other alterations or repairs made without necessary permits... Yes No
 Explanation: _____
-
- K. PARKING:** **ARE YOU (RPO) AWARE OF...**
 Whether Premises contains any on site parking..... Yes No
 (1) If yes, are the parking spots assigned to specific units or first come, first served
 (2) If yes, is there an additional charge for on site parking..... Yes No
 Explanation: _____
-
- L. STORAGE:** **ARE YOU (RPO) AWARE OF...**
 Whether Premises contains any on site storage space apart from the rental unit..... Yes No
 (1) If yes, are the storage spaces assigned or first come, first served
 (2) If yes, is there an additional charge for on site storage..... Yes No
 Explanation: _____
-
- M. TRASH PICKUP:** **ARE YOU (RPO) AWARE OF...**
 Whether the Premises contains scheduled trash pickup..... Yes No
 (1) If yes, what are the days on which trash pickup is scheduled
 (2) If yes, specify any specific restrictions or obligations regarding trash recycling or separation
 Explanation: _____
-
- N. LAWN WATERING:** **ARE YOU (RPO) AWARE OF...**
 Whether the tenants are obligated to water any lawns or other landscaping on the Premises..... Yes No
 (1) If yes, what are any local watering restrictions limiting the amount or frequency of any watering?
 Explanation: _____
-
- O. PETS:** **ARE YOU (RPO) AWARE OF...**
 (1) Whether the RPO maintains a "pet policy" for the Premises..... Yes No
 (2) If yes, what are the specifics or limitations of any such policy
 Explanation: _____
-
- P. KEYS** **ARE YOU (RPO) AWARE OF...**
 (1) Whether the Premises has been re-keyed since the previous occupant vacated..... Yes No
 (2) Whether additional keys are needed to access the amenities provided with the premises, such as other doors, mailboxes, pools, laundry rooms, storage units, or other areas..... Yes No
 (3) Whether there are any garage door or gate openers/remotes..... Yes No
 Explanation: _____
-
- Q. MAILBOXES:** **ARE YOU (RPO) AWARE OF...**
 Whether the Premises contains separate individual mailboxes for the units..... Yes No
 (1) If yes, are the mailboxes keyed or otherwise separately secured..... Yes No
 (2) Specify the location of any mailboxes
 Explanation: _____
-
- R. LAUNDRY ROOM/APPLIANCES:** **ARE YOU (RPO) AWARE OF...**
 (1) Whether the Premises contains a separate or community laundry room..... Yes No
 (A) If yes, specify whether laundry appliances provided for use by the tenants or are the tenants required to provide their own machines
 (2) If RPO provides appliances, are they leased by a third party vendor..... Yes No
 (3) If RPO provides appliances, will RPO be responsible for replacement or maintenance..... Yes No
 Explanation: _____



S. HOMEOWNER ASSOCIATION/CONDOMINIUM/PLANNED DEVELOPMENT **ARE YOU (RPO) AWARE OF...**

Whether the Premises is a condominium or is located in a planned development, other common interest development or otherwise subject to covenants, conditions, and restrictions..... Yes No

(1) If yes, provide any known restrictions on rentals or use of the Premises

(2) If yes, provide any contact information for the HOA or other entity

(3) If yes, rules and CC&Rs may need to be provided.

Explanation: _____

T. OTHER MATERIAL FACTS: **ARE YOU (RPO) AWARE OF...**

Any other material facts affecting the Premises..... Yes No

Explanation: _____

RPO represents that RPO has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of RPO's knowledge as of the date signed by RPO. RPO acknowledges (i) RPO's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction, and (ii) nothing that any such real estate licensee does or says to RPO relieves RPO from their own duty of disclosure.

Rental Property Owner _____ Date _____

Rental Property Owner _____ Date _____

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS RENTAL PROPERTY OWNER DISCLOSURE

Real Estate Broker _____, By Melissa Lynch Date _____

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FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/22)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7.; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC § 10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Landlords
 - Sublessors
 - Real estate licensees
 - Real estate brokerage firms
 - Property managers
 - Mobilehome parks
 - Homeowners Associations ("HOAs");
 - Banks and Mortgage lenders
 - Insurance companies
 - Government housing services
 - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheelchair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://www.dfeh.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____

Seller/Landlord _____ Date _____

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FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)

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Galway website





CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE (C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) (“CCPA”), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information (“PI”) that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to “opt out” or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered “sensitive.” You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant _____ Date _____

Buyer/Seller/Landlord/Tenant _____ Date _____

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