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CALIFORNIA HOME SALE PACKAGE

Control Number: CA-HOME

Contract and Disclosure Forms
for use in the sale of a home.





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This USLF Home Sale Package includes essential, state-specific forms for the sale of residential real estate.

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I. FORM LIST

1. Contract for the Sale and Purchase of Real Estate (**CA-00472**)
2. Seller's Property Disclosure (**CA-37014**)
3. Natural Hazard Disclosure (**CA-37014-A**)
4. Lead-Based Paint Disclosure (*Required if the house was built prior to 1978.*) **Includes** links to pamphlets entitled, "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords, and Tenants" and the EPA Lead Paint pamphlet: "Protect Your Family From Lead in Your Home" (**CA-LEAD1**)
5. Smoke Detector Statement of Compliance (**CA-37014-B**)
6. Military Ordnance Disclosure (if applicable, see below) (**CA-37014-B**)
7. Industrial Use Disclosure (if applicable, see below) (**CA-37014-B**)
8. Link to: "Homeowner's Guide to Earthquake Safety" & Earthquake Hazards Disclosure (Required if house built pre-1960) (**CA-37014-B**)
9. Mello-Roos Disclosure and Notice of Supplemental Property Tax (**CA-37014-B**)
10. Additional Disclosures (Local Options) that may be required by City or County Ordinances (if applicable, see below) (**CA-37014-B**)

II. DEFINITIONS

The following real estate terms are defined for your convenience:

1. Contract: The Contract in this package is a detailed written agreement, signed by the parties thereto, to buy and sell real estate.
2. Real Estate: Land and any structures thereon.
2. Consideration: Something promised, given, or done that has the effect of making an agreement a legally enforceable contract.
3. Fixture: Property that becomes part of the real estate when attached thereto in a permanent manner, for example, a ceiling fan.
4. Earnest Money: Money paid by the buyer at the time of the initial signing of the contract, usually \$1000.00 or 1% of the sale price.
5. Closing: The final meeting in which all purchase money is paid over by buyer to seller and ownership is exchanged.
6. Pro-rationing: Dividing yearly (or other) costs (such as property taxes) between buyer and seller in proportion to how much of the year each party owns the property.
7. Casualty Loss: Damage to or destruction of the property, for example by fire. The Contract contains an agreement on the consequences of a casualty loss after initial signing, but before final closing.

8. Default: A failure by one party to live up to their contractual obligations. The Contract contains an agreement on the rights of the non-defaulting party in case of default.
9. Eminent Domain: An appropriation of the property by the government. The Contract contains a provision on the consequences of loss of the property due to Eminent Domain after initial signing, but before final closing.
10. "Time is of the Essence": Language used in the Contract to indicate that deadlines stated therein are important, and will be strictly enforced.

III. FORM DESCRIPTIONS

1. Contract of Sale

The Contract for the Sale and Purchase of Real Estate ("the Contract") is the central legal document through which Buyer and Seller ("the Parties") agree upon the terms and conditions of the property sale. Because real estate sales are relatively complex and important transactions, state law requires a written, signed contract for such transactions to be enforceable. This legal requirement is rooted in the practical reality that with so many details involved in the typical home sale, the Parties could easily become confused and fall into disagreement over their various rights and responsibilities related to the sale. The Contract provides an organized framework within which the Parties can proceed with the sale process from beginning to end without unnecessary disputes, omissions or misunderstandings.

The Contract identifies the buyer(s) and seller(s), and specifies the property to be sold. Items to be taken away and/or left behind by the seller are also specified. The all-important sale price for the property to be sold is stated, along with details of whatever financing the buyer needs to secure funds for the purchase. The amount of earnest money put down by the buyer is also stated, and all the costs associated with the sale of property are identified and allocated to be paid by either seller or buyer, as agreed.

Disclosure and inspection procedures are discussed in detail. If your state has special property condition disclosure rules, they are stated here. If the buyer or the buyer's inspector locates defects in the house, time limits and steps are set out for repair of these defects by the seller, or cancellation of the contract.

In addition to the Disclosure provisions, the Contract contains detailed clauses regarding conveyance of title, pro-rationing of expenses, casualty loss, and default, among others. The Contract states that it represents the entire agreement of the parties, meaning that no "side agreements" made verbally or otherwise, will be enforceable. Agreeing to everything in writing, and

having the writing be the ONLY agreement, helps avoid disagreements after closing.

2. Seller's Disclosure

The Seller's Disclosure is the document used by the Seller to reveal all problems and defects in the house (if any) and age of appliances. The Seller can thereby hopefully avoid the Buyer later claiming that the Seller concealed known defects from the Buyer. This form is typically completed by the Seller prior to listing the house for sale, and given to all potential purchasers.

3. A Natural Hazard Disclosure Statement is required in California. This form is included in this package. Many companies provide the inspection service necessary to complete the Natural Hazard Disclosure.

4. Lead-Based Paint Disclosure

The "Seller's Disclosure of Lead-Based Paint and Lead-Based Paint Hazards" form is required by Federal law for a residential dwelling constructed prior to 1978. A Buyer of a home 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 lead poisoning. If your home was constructed in 1978 or later, this disclosure is not required.

Requirements: Before the sale contract becomes enforceable, sellers must fully comply with lead-paint disclosure law. Compliance is accomplished by:

(1) Fully completing and delivering to the buyers, as an attachment to the contract, the LEAD-BASED PAINT DISCLOSURE form (the buyers also initial and sign this form), and

(2) Giving the buyers the EPA pamphlet entitled "Protect Your Family From Lead In Your Home." (This requirement may be fulfilled instead by providing the pamphlet entitled: "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords, and Tenants." See below).

Pamphlet: "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords, and Tenants" (Environmental Hazards Pamphlet)

The seller or the seller's agent(s) may give the buyer of real property the Environmental Hazards Pamphlet. If the buyer receives the pamphlet, neither the seller nor any agent in the transaction is required to furnish more information concerning such hazards, unless the seller or the agent(s) has/have actual knowledge of the existence of an environmental hazard on or affecting the property.

The seller of a dwelling built prior to 1978 is required by federal law to give the Buyer the EPA pamphlet entitled: "Protect Your Family From Lead in Your Home" (Federal Lead Publication) explaining potential lead-paint problems in homes and how to combat them. However, the Federal Lead Publication is

not required if the seller provides the buyer the Environmental Hazards Pamphlet. The 2005 edition of the Environmental Hazards Pamphlet incorporates the Federal Lead Publication and meets all State and Federal guidelines and lead disclosure requirements pursuant to the Residential Lead-Based Paint Hazard Reduction Act of 1992.

3. Smoke Detector Statement of Compliance

California law requires that every single-family dwelling and factory-built housing unit sold on or after January 1, 1986, have an operating smoke detector, approved and listed by the State Fire Marshal and installed in compliance with the State Fire Marshal's regulations. This Statement of Compliance, required by law, is Seller's confirmation to Buyer that smoke detector(s) in the dwelling are operating and installed in compliance with law.

4. Military Ordnance Disclosure *(if applicable)*

If Seller has actual knowledge that an area within one mile of the Property is identified by federal or state authorities as an area once used for military training purposes which may contain potentially explosive munitions, then Seller must complete and deliver the Military Ordnance Disclosure to Buyer.

5. Industrial Use Disclosure *(if applicable)*

If Seller has actual knowledge that Property is in, adjacent to, or affected by a zone or district allowing manufacturing, commercial or airport use and/or affected by a nuisance created by such use, then Seller must complete and deliver the Industrial Use Disclosure to Buyer.

6. "Homeowner's Guide to Earthquake Safety" & Earthquake Hazards Disclosure *(Required if house built prior to 1960)*

If the residential dwelling was built prior to 1960, Seller must deliver to Buyer a copy of the "Homeowner's Guide to Earthquake Safety" published pursuant to Section 10149 Bus. & Prof. of the Business and Professions Code and complete the Earthquake Hazards Disclosure contained therein. The Earthquake Hazards Disclosure is on page 29 of the "Guide." See below.

9. Notice of Supplemental Property Tax and Mello-Roos Disclosure Notice

The Mello-Roos Community Facilities Act of 1982 authorizes the formation of community facilities districts, the issuance of bonds, and the levying of special taxes to finance designated public facilities and services. The seller of a property consisting of 1 to 4 dwelling units subject to the lien of a Mello-Roos community facilities district or subject to a fixed lien assessment collected in installments to secure bonds issued pursuant to the Improvement Bond Act of 1915 (Division 10, commencing with Section 8500, of the Streets and Highway Code) must make a good faith effort to obtain from the district a disclosure notice concerning the special tax and must give the notice to a prospective buyer. If a district notice is not obtained, a notice obtained from a

non-governmental source may be used, provided that it clearly and accurately describes the related tax liabilities.

Legislation effective January 1, 2006, requires a seller or his or her agent to deliver to the prospective purchaser a disclosure notice regarding supplemental property tax in the language and format provided.

10. City or County Disclosure Requirements

Consult your City and County officials to determine if there are City or County Ordinances requiring additional disclosures. Examples of such disclosures include:

a. Local Option Transfer Disclosure Statement for disclosing specific information about the neighborhood or community. The Civil Code requires that such local disclosure statements be made in the same format as the form we have provided below.

b. The seller or the seller's agent(s) shall determine whether the property is within the jurisdiction of the San Francisco Bay Conservancy and Development Commission, as defined in Section 66620 of the Government Code. If the property is within the Commission's jurisdiction, include the notice we have provided with the Transfer Disclosure Statement.

c. Some local ordinances may require energy retrofitting as a condition of the sale of an existing home. The seller and/or the seller's agent(s) are to disclose to a prospective buyer the requirements of the various ordinances, as well as who is responsible for compliance.

IV. ADDITIONAL NOTES

OTHER USEFUL USLF HOME-SALE PRODUCTS

USLF publishes a concise, authoritative Guide to the process of selling and buying residential real estate, explaining the essential concepts and strategies for sellers and buyers from start to finish of the home-sale process. A quick look at the Table of Contents (click the link below) will demonstrate why purchasing our Guide can put **thousands of dollars** in your pocket that might have otherwise slipped through your fingers, whether you are a buyer or seller.

Don't miss out on the benefit of our experience. Purchasing our Real Estate Guide really is like putting money in your pocket. Click below for the piece of mind and financial security that come with **understanding** the difficult process of selling/purchasing a home.

Click this [link](#) to view our [Real Estate Buyer/Seller Guide](#).

USLF publishes a wide variety of supplemental real estate forms to handle any obstacles in the sale process. [Contract Addendums, Options, Closing Forms, and much more](#) can be found on the convenient *Real Estate Forms* area of our web site - [Click here to view](#). If you have any questions about our forms, please call our help line toll free at 1-877-389-0141.

TIPS ON COMPLETING THESE FORMS

The form(s) in this packet may contain "form fields" created using Microsoft Word or Adobe Acrobat (".pdf" format). "Form fields" facilitate completion of the forms using your computer. They do not limit your ability to print the form "in blank" and complete with a typewriter or by hand.

It is also helpful to be able to see the location of the form fields. Go to the View menu, click on Toolbars, and then select Forms. This will open the Forms toolbar. Look for the button on the Forms toolbar that resembles a shaded letter "a". Click this button and the form fields will be visible.

By clicking on the appropriate form field, you will be able to enter the needed information. In some instances, the form field and the line will disappear after information is entered. In other cases, it will not. The form was created to function in this manner.

DISCLAIMER

These materials were developed by U.S. Legal Forms, Inc. based upon statutes and forms for the subject state. All information and Forms are subject to this Disclaimer:

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