

# Offer Checklist Form

Please fully complete this form and attach to your offer. Offers will not be reviewed until we have received all items listed below.

**Submit offers via email to: [Offers@ToniPatillo.com](mailto:Offers@ToniPatillo.com)**

Property Address: \_\_\_\_\_ City: \_\_\_\_\_

Buyer Name: \_\_\_\_\_

Offer Price: \_\_\_\_\_ Seller Concessions: \_\_\_\_\_ If so, Amount: \_\_\_\_\_

Type of Financing: \_\_\_\_\_ Down Payment: \_\_\_\_\_

## Buyer's Agent

## Buyer's Lender

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Office: \_\_\_\_\_ Office: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Agents- Please check each box below when completed

<input type="checkbox"/>	Website <a href="http://www.tpaoffers.com">www.tpaoffers.com</a> was reviewed before writing the offer and all guidelines were followed.
<input type="checkbox"/>	Please make sure all documents are legible and signed. Offers must be written on the most current CAR residential purchase contract.
<input type="checkbox"/>	Pre-approval letter from lender is attached. (Not Applicable for ALL CASH)
<input type="checkbox"/>	Proof of funds to close is attached. All account numbers can be blacked out. (Most Recent Statements)
<input type="checkbox"/>	Copy of earnest deposit check is attached.
<input type="checkbox"/>	Addendum 1 is attached. (Available for download at <a href="http://www.tpaoffers.com">www.tpaoffers.com</a> and/or included in this package)
<input type="checkbox"/>	CAR Short Sale Addendum (SSA) is attached and filled out per the guidelines.
<input type="checkbox"/>	Agent must sign the offer and include their license number and the office license number on page 8.
<input type="checkbox"/>	Buyer and buyer's agent understand that the buyer's deposit will be put into escrow upon acceptance between the buyer and the seller. (Not Upon Lender Approval)

\*\*\*Disclaimer\*\*\* Be advised that there are no guarantees that the seller or lienholder(s) will accept your offer even if the offer follows these guidelines.



The following terms and conditions are hereby incorporated in and made a part of the: ☒ Residential Purchase Agreement, ☐ Manufactured Home Purchase Agreement, ☐ Business Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Vacant Land Purchase Agreement, ☐ Residential Income Property Purchase Agreement, ☐ Commercial Property Purchase Agreement, ☐ Residential Listing Agreement, ☐ Buyer Representation Agreement, ☐ Other \_\_\_\_\_

dated \_\_\_\_\_, on property known as \_\_\_\_\_,

in which \_\_\_\_\_ is referred to as ("Buyer/Tenant/Broker")  
and \_\_\_\_\_ is referred to as ("Seller/Landlord/Broker").

Buyer understands and agrees to the following:

1. 1d - 30 days, Subject to any and all lien holder approvals

2. 3a(1) - 3% DEPOSIT TO BE W/IN 3 DAYS OF SELLER ACCEPTANCE, NO OFFER WILL BE SUBMITTED TO LIEN HOLDER WITHOUT DEPOSIT IN ESCROW.

3. 3h(1) Buyer(s) must prequalify with Mark Latini of Divita Home Finance. 949-279-5595 or mark@divitahome.com. Buyer agrees to commence all loan application processing upon Seller acceptance, so that the only remaining task at the time of all lien holder's approval is the appraisal. (Not Applicable for ALL CASH Offers)

4.4a(4) Buyer to pay, 4b(1,2) Buyer to pay, 4c(1) LA Citiwide-M.Topete, 4c(2) Seller's Choice

5. Property sold "AS-IS", with no repairs, credits, warranties, or guarantees

6. Buyer is responsible for termite, home warranty, HOA Transfer Fees (if applicable), Delinquent HOA Dues (if applicable), and upfront documentation fees (I.E. City Reports, HOA Docs(if applicable)). - Buyer is not responsible for Delinquent Property Taxes

7. Inspection contingency to be removed within 7 days. All remaining contingencies to be removed within 17 days. All contingency removals shall be passive removals. For "passive removal" of a contingency, the party need do nothing. The contingency is automatically removed with the passage of time.

8. All terms, conditions, and commissions are subject to any and all lien holder approvals and subject to Seller's approval of any and all lien holder's terms.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_

Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_

Seller/Landlord \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_

Seller/Landlord \_\_\_\_\_

Broker \_\_\_\_\_

Broker \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright© 1986-2011, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:  
REAL ESTATE BUSINESS SERVICES, INC.  
a subsidiary of the California Association of REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020

ADM REVISED 11/11 (PAGE 1 OF 1)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



ADDENDUM (ADM PAGE 1 OF 1)

Agent: Broker:	Phone:	Fax:	Prepared using zipForm® software
-------------------	--------	------	----------------------------------

**Short Sale Purchase Contract Addendum**

Dated: \_\_\_\_\_ Bank of America 1<sup>st</sup> Loan# \_\_\_\_\_ Bank of America 2nd  
Loan# \_\_\_\_\_

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

This Addendum to Purchase Contract is entered into and is effective as of \_\_\_\_/\_\_\_\_/\_\_\_\_ by and between, Seller(s), Buyer(s) Seller('s') Broker/Agent and Buyer('s') Broker/Agent(hereinafter referred to as "the Parties") and shall be deemed to amend, modify and supplement that certain Contract Dated \_\_\_\_/\_\_\_\_/\_\_\_\_ by and between Seller(s) and Buyer(s) (the "Purchase Contract").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Short Sale Purchase Contract Addendum and of the representations, warranties, conditions and promises hereinafter acknowledged, Sellers, Buyers and Broker hereby agree as follows:

1. The Parties acknowledge and agree that the Subject Property is being sold in "**as is**" condition.
2. The parties acknowledge and agree that the Seller may cancel this agreement prior to the ending date of the contract period without advanced notice to the broker, and without payment of a commission of any other consideration, if the property is conveyed via foreclosure to the mortgage insurer or the mortgage holder.
3. The Parties acknowledge and agree that the Subject Property must be sold through an "Arm's Length" Transaction. Arm's Length means two unrelated parties characterized by a selling price and other terms and conditions that would prevail in a typical real estate sales transaction. No party to this contract is a family member, related by blood or marriage, business associate, or shares a business interest with the mortgagor (Sellers).
4. The Parties acknowledge and agree that neither the Buyers, or Sellers, nor their respective Brokers/Agents have any agreements written or oral that will permit the Seller or the Seller's family member to remain in the property as renters or regain ownership of said property at any time after the execution of the Short Sale transaction. This includes if the seller is retaining a direct or indirect ownership or possessory interest in the property, and/or have a formal or informal option to obtain such as interest in the future.
5. Seller agrees to vacate the subject property within \_\_\_\_0\_\_\_\_ days PRIOR TO closing of the transaction OR Seller agrees to vacate the subject property within \_\_\_\_0\_\_\_\_ days after closing subject to terms as shown on the purchase contract.
6. The Parties acknowledge and agree that none of the parties shall receive any proceeds from this transaction except approved sales commissions.
7. The Parties acknowledge and agree the purchase contract cannot have any provisions for Assignment / Assignee and / or Option to purchase. Bank of America will NOT approve any transactions with these sales contract provisions and any such provisions are expressly deemed unapproved.
8. Buyer agrees that property cannot be sold or otherwise transferred within 30 days of closing;.
9. The Parties acknowledge and agree that upon Bank of America's request the Parties shall provide all material documents involved in the short payoff transaction, including but not limited to, the Buyer(s)' and Seller(s)' HUD-1 Settlement Statements.
10. The Parties acknowledge and agree that this Short Sale transaction will not constitute appraisal fraud, flipping, identity theft and/or straw buying.
11. The Parties acknowledge and agree that any misrepresentation or deliberate omission of fact that would induce the Bank of America, Investor or a Mortgage Insurer to agree to the terms of a short payoff which would not have been approved had all facts been known, constitutes Short Sale Fraud and may subject the responsible Party to civil and/or criminal liability.
12. The Parties acknowledge and agree that this Addendum together with the Sales Contract shall constitute the entire and sole agreement between the Parties with respect to the Sale of the Subject property and supersede any prior agreements, negotiations, understandings, optional contracts, or other matters whether oral or written, with respect to the subject matter hereof. To the extent that any term or condition contained within the Short Sale Contract is contradictory or inconsistent with this Addendum, the Parties agree that this Addendum shall supersede. No alternations, modifications, or waiver of any provision hereof shall be valid unless in writing and signed by Parties, FHA, VA, government agencies, any Investor, and/or mortgage holder, hereto.

IN WITNESS WHEREOF, the parties hereby have acknowledged the terms and conditions contained in this Addendum as evidenced by the signatures appearing below;

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

**Real Estate Agent / Broker Listing Agent Certification**

Subject to and including the terms and condition contained in the attached Short Sale Purchase Contract Addendum Seller(s) Broker/Real Estate Agent \_\_\_\_\_ and Buyer ('s') Broker/Real Estate Agent Toni Patillo (hereinafter referred to as "Brokers") further acknowledge and agree as follows:

1. It is hereby acknowledged that Bank of America is not the property seller, but only the mortgage lien holder (s) who is approving the proposed sale for less than the balance owed to facilitate the Short Sale purchase transaction of above said property as an alternative to foreclosure. Bank of America's approval includes approval of Broker Commissions, however such approvals is subject to the Short Sale successfully closing. However, if the approved Short Sale does not Close, all obligations to pay the Broker Commission are subject to the Listing/Buyer Agreement entered into by Brokers and the respective Seller and Buyer involved in the proposed short sale transaction.
2. Brokers hereby acknowledge and agree that Brokers are actively licensed and in good standing by the appropriate authority within the State that the property is listed for sale, or a licensed Attorney in good standing in the State where the property is listed for sale.
3. Seller's Broker acknowledge and agree that the subject property has been listed on the local Multiple Listing Service at fair market value to provide open market competitive bids to present to seller as per the terms of seller / agent listing agreement and that the marketing is in fact and "in spirit" seeking to maximize the selling price of the property.
4. Seller's Broker acknowledge that Seller has been presented with all offers to purchase home from this open market listing, and seller has selected the buyer of said transaction at the sales price terms disclosed and agreed to within the purchase contract.
5. Brokers' acknowledge and agree that there are no agreements, understandings of contracts relating to the current sale or subsequent sale that have not been disclosed to property seller and Bank of America as the mortgage lien holder or Servicer on behalf of the Lien holder
6. Brokers' acknowledge and agree that Seller, Buyer or Brokers have not received, nor will receive directly or indirectly any form of compensation outside the official terms of closing as presented in the purchase contract and what will be presented in the preliminary and certified HUD-1 closing settlement statement
7. Brokers' acknowledge and agree that they have disclosed to Bank of America any relationship to the buyer or ownership interest in the buyer's company, or represents that Listing Real Estate Agent/Broker has no existing business relationship with buyer.
8. Brokers acknowledge that, to the best of their knowledge, there are not any misrepresentations and / or omissions of fact that would have a material impact on the mortgagor or Bank of America.

Listing Broker/Agent Toni Patillo

Buyer('s')Broker/ Agent: \_\_\_\_\_

State License Number: 01313287

State License Number: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_