



# DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)  
(C.A.R. Form AD, Revised 12/24)

(If checked) This form is being provided in connection with a transaction with a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

### SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

### SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.**

**Note: Real estate broker commissions are not set by law and are fully negotiable.**

**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

Buyer  Seller  Landlord  Tenant \_\_\_\_\_ Date \_\_\_\_\_

Buyer  Seller  Landlord  Tenant \_\_\_\_\_ Date \_\_\_\_\_

Agent Kimbriel Realty & Property Management, Inc DRE Lic. # 02246177  
Real Estate Broker (Firm)

By Janeen Kimbriel DRE Lic. # 02246177 Date \_\_\_\_\_  
(Salesperson or Broker-Associate, if any)

AD REVISED 12/24 (PAGE 1 OF 2)

## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)



**CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)**

**2079.13.** As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

**(a)** "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "Buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of § 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

**2079.14. (a)** A copy of the disclosure form specified in § 2079.16 shall be provided in a real property transaction as follows: (1) The seller's agent, if any, shall provide the disclosure form to the seller before entering into a listing agreement. (2) The buyer's agent shall provide the disclosure to the buyer as soon as practicable before the execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in § 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in § 2079.15.

**2079.15.** In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.16** Reproduced on Page 1 of this AD form.

**2079.17(a)** As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____	DO NOT COMPLETE. SAMPLE ONLY _____	License Number _____
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Seller's Agent _____	DO NOT COMPLETE. SAMPLE ONLY _____	License Number _____
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm _____	DO NOT COMPLETE. SAMPLE ONLY _____	License Number _____
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Buyer's Agent _____	DO NOT COMPLETE. SAMPLE ONLY _____	License Number _____
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		

**(d)** The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

**2079.18** (Repealed pursuant to AB-1289)

**2079.19** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

**2079.21 (a)** A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)**

"Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

**2079.22** Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

**2079.23 (a)** A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

**2079.24** Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.





**PROPERTY MANAGEMENT AGREEMENT**  
**THIS FORM IS NOT BINDING ON BROKER UNLESS SIGNED**  
**BY A BROKER OR OFFICE MANAGER ON BROKER'S BEHALF**  
 (C.A.R. Form PMA, Revised 12/24)

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

\_\_\_\_\_ ("Rental Property Owner" or "RPO"),  
 and **Kimbriel Realty & Property Management, Inc** ("Broker"), agree as follows:

**1. APPOINTMENT OF BROKER:**

**A.** RPO employs and grants Broker (hereinafter "Property Manager") the exclusive right to rent, lease, operate and manage the property(ies) known as **123 Your Street, CA**

and any additional property that may later be added to this Agreement ("Property"), upon the terms below, for the period beginning (date) \_\_\_\_\_ and ending (date) \_\_\_\_\_, at 11:59 PM. After the exclusive term expires, this Property Management Agreement ("Agreement") shall continue as a non-exclusive agreement that either party may terminate by giving at least 30 days written notice to the other.

**B. EARLY TERMINATION:**

- (1)  Either party may terminate this Agreement" on at least 30 days written notice **12** months after the original commencement date of this Agreement.
- (2) Either party may terminate this Agreement at any time, upon written notice, for cause.

**2. PROPERTY MANAGER ACCEPTANCE:** Property Manager accepts the appointment and grant, and agrees to:

- A.** Use due diligence in the performance of this Agreement.
- B.** Furnish the services for the rental, leasing, operation and management of the Property at the reasonable discretion of the Property Manager.

**3. AUTHORITY AND POWERS:** RPO grants Property Manager the authority and power, at RPO's expense, to:

**A. ADVERTISING:** Display FOR RENT/LEASE and similar signs on the Property. Advertise the availability of the Property, or any part thereof, for rental or lease in a Multiple Listing Service, on the Internet, online and in other media, or any other method selected by Broker.

**B. RENTAL; LEASING; DIRECT ELECTRONIC RENTAL PAYMENTS:**

- (1) Initiate, sign, renew, modify or cancel rental agreements and leases for the Property, or any part thereof; collect and give receipts for rents, other fees, charges and security deposits.
- (2) Any lease or rental agreement executed by Property Manager for RPO shall not exceed **1** year(s) or  shall be month-to-month.
- (3) Unless RPO authorizes a lower amount, rent shall be:  at market rate; OR  a minimum of \$ \_\_\_\_\_ per \_\_\_\_\_; OR  see attachment.
- (4) 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.

**C. TENANCY TERMINATION:** Sign and serve in RPO's name notices that are required or appropriate; commence and prosecute actions to evict tenants; recover possession of the Property in RPO's name; recover rents and other sums due; and, when expedient, settle, compromise and release claims, actions and suits and/or reinstate tenancies.

**D. REPAIR; MAINTENANCE:** Make, cause to be made, and/or supervise repairs, improvements, alterations and decorations to the Property; purchase, and pay bills for, services and supplies. RPO agrees that state and local water use restrictions will supersede any obligation by Property Manager or any Tenant (Lessee) to water/maintain gardens, landscaping trees or shrubs.

**E. REPORTS, NOTICES AND SIGNS:** Comply with federal, state or local law requiring delivery of reports or notices and/or posting of signs or notices.

**F. BROKER AND THIRD-PARTY VENDOR SERVICES:**

- (1) Contract, hire, supervise and/or discharge firms and persons required for the operation and maintenance of the Property. Property Manager may perform any of Property Manager's duties through, if applicable, attorneys, or agents, employees, or independent contractors operating through Property Manager's broker's license.
- (2) Property Manager's is authorized to supervise the activity of any RPO's employees or independent contractors performing services required for the operation and maintenance of the Property. However, Property Manager shall not be responsible for the acts, omissions, defaults, negligence of any such employees or independent contractors of RPO, or for any associated costs and RPO agrees to indemnify, defend and hold Property Manager harmless for the foregoing as set forth in section 4C below.

**G. EXPENSE PAYMENTS:** Pay expenses and costs for the Property from RPO's funds held by Property Manager, subject to availability of sufficient funds on reserve and the timely delivery to Property Manager of all necessary billing statements, as set forth below. Expenses and costs may include, but are not limited to, property management compensation, fees and charges, expenses for goods and services, and other expenses related to this Agreement. However, for the following items, RPO shall make direct payments, unless Broker is checked or it is otherwise agreed:

- (1) Property taxes: **RPO Pays or, if checked**  **Broker Pays**
- (2) Mortgage Payment: **RPO Pays or, if checked**  **Broker Pays**
- (3) HOA dues and fees: **RPO Pays or, if checked**  **Broker Pays**
- (4) Property insurance: **RPO Pays or, if checked**  **Broker Pays**
- (5) Utilities: **RPO Pays or, if checked**  **Broker Pays**
- (6)  Other: **RPO Pays or, if checked**  **Broker Pays** \_\_\_\_\_
- (7)  Other: **RPO Pays or, if checked**  **Broker Pays** \_\_\_\_\_



**H. LIMITATIONS ON PAYMENTS, AND EXCEPTIONS:**

- (1) Property Manager shall obtain prior approval of RPO for all expenditures over \$ 350.00 for any one item.
- (2) For any vacancy, total expenses shall not exceed \$350.00 per vacant unit ( per month) without prior approval of RPO.
- (3) Prior approval shall not be required for monthly or recurring operating charges, or, if in Property Manager's opinion, emergency expenditures over the maximum are needed to protect the Property or other property(ies) from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a lease or rental agreement or by law, including, but not limited to, maintaining the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10.

**I. SECURITY DEPOSITS:**

- (1) Receive security deposits from tenants, which deposits shall be  given to RPO, or  placed in Property Manager's trust account and, if held in Property Manager's trust account, pay from RPO's funds all interest on tenants' security deposits if required by local law or ordinance. RPO shall be responsible to tenants for return of security deposits and all interest due on security deposits held by RPO.
- (2) RPO represents that:
  - (A)  (i) RPO is a natural person, or if a limited liability company all members of the LLC are natural persons AND (ii) RPO owns no more than two residential rental properties that collectively include no more than four dwelling units offered for rent. The one-month maximum security deposit that is permitted by statute for residential tenancies does not apply to RPO.
  - OR (B)  RPO is not a natural person or if RPO is a limited liability company at least one member of the LLC is not a natural person or RPO owns more than two residential rental properties or RPO owns more than four dwelling units offered for rent. The maximum security deposit that is permitted by statute for residential tenancies is the equivalent of one-month's rent.
- (3) In order to properly document and comply with the security deposit requirements under the law:
  - (A) For any tenancy beginning on or after July 1, 2025, the housing provider on the lease must take photographs of the unit prior to, or at the inception of, the tenancy.
  - (B) Beginning April 1, 2025, the housing provider on the lease must take photographs of the unit (i) after possession is returned but prior to repairs or cleanings and (ii) after completion of any repairs or cleanings.
  - (C) Photographs taken under (A) or (B) must be provided to a tenant when returning the itemized statement of deductions from any security deposit, if any deduction is made for repair or cleaning.

**J. TRUST FUNDS:** Deposit all receipts collected for RPO, less any sums properly deducted or disbursed, in a financial institution whose deposits are insured by an agency of the United States government. The funds shall be held in a trust account separate from Property Manager's personal accounts. Property Manager shall not be liable in event of bankruptcy or failure of a financial institution.

**K. RESERVES:** Maintain a reserve in Property Manager's trust account of \$ 350.00.

**L. DISBURSEMENTS:** Disburse RPO's funds held in Property Manager's trust account in the following order:

- (1) Compensation due Property Manager under paragraph 7.
- (2) All other operating expenses, costs and disbursements payable from RPO's funds held by Property Manager.
- (3) Reserves and security deposits held by Property Manager.
- (4) Balance to RPO.

**M. RPO DISTRIBUTION:** Remit funds, if any are available, monthly (or  10th of Each Month), to RPO.

**N. RPO STATEMENTS:** Deliver monthly (or  Quarterly, or  Last Day of Month), and year-end statements of receipts, expenses and charges for each Property.

**O. PROPERTY MANAGER FUNDS:** Property Manager shall not advance Property Manager's own funds in connection with the Property or this Agreement.

**P. KEYSAFE/LOCKBOX:**  (If checked) RPO authorizes the use of a keysafe/lockbox to allow entry into the Property and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

**Q. MAIL FORWARDING:** Under no circumstances shall Property Manager be responsible for the forwarding of any mail directed to any previous occupant, all of which may be refused and returned to sender.

**4. RENTAL PROPERTY OWNER RESPONSIBILITIES:** RPO shall:

- A.** Provide all documentation and records as required by law or required by Property Manager to manage and operate the Property, and immediately notify Property Manager if RPO becomes aware of any change in such documentation, records, or any matter affecting the habitability of the Property.
- B.** RPO agrees to complete a Rental Property Owner Disclosure (C.A.R. Form RPOD) and Rental Property Owner Intake Form (C.A.R. Form RPOI), which shall be provided to Broker within **3 Days** of completing (or  with) this Agreement. RPO authorizes Broker to provide tenant with the RPOD completed by RPO with any lease or rental agreement.
- C.** Indemnify, defend and hold harmless Property Manager, and all persons in Property Manager's firm, as permitted by law, from all costs, expenses, suits, claims, liabilities, damages, judgements, 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 any repairs performed by RPO or by others hired directly by RPO; (ii) for those acts relating to the management, leasing, rental, security deposits, or operation of the Property by Property Manager, or any person operating through Property Manager's broker's license, or the performance or exercise of any of the duties, powers or authorities granted to Property Manager; (iii) from any incorrect or incomplete information supplied by RPO, or 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 Property Manager's negligence but not to the willful misconduct or gross negligence of Property Manager 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.
- D.** Maintain the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10 and other applicable law.
- E.** Pay all interest on tenants' security deposits if required by local law or ordinance.
- F.** Carry and pay for: (i) public and premises liability insurance in an amount of no less than \$1,000,000 (or \$ \_\_\_\_\_). If RPO fails to do so, RPO authorizes Property Manager to obtain such insurance and charge RPO pursuant to **paragraph 3**; and (ii) property damage and worker's compensation insurance adequate to protect the interests of RPO and Property Manager. Property Manager shall be, and RPO authorizes Property Manager to be, named as an additional insured party on RPO's policies.





RPO Name: \_\_\_\_\_ Date: \_\_\_\_\_

- G. Pay any late charges, penalties and/or interest imposed by lenders or other parties for failure to make payment to those parties, if the failure is due to insufficient funds in Property Manager's trust account available for such payment.
- H. Immediately replace any funds required if there are insufficient funds in Property Manager's trust account to cover RPO's responsibilities.

**5. RENTAL PROPERTY RPO REPRESENTATIONS:**

RPO represents that, unless otherwise specified in writing, RPO is unaware of: (i) any recorded Notice of Default affecting the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Property or RPO's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. RPO shall promptly notify Property Manager in writing if RPO becomes aware of any of these items during the term of this Agreement.

**6. TAX WITHHOLDING AND REPORTING:**

- A. RPO authorizes Property Manager to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to RPO that exceed \$1,500 received by Property Manager in a calendar year, unless RPO completes and transmits to Property Manager: (i) If RPO is not a California Resident or a corporation or LLC qualified to conduct business in California, FTB form 589, nonresident reduced withholding request, or FTB form 588, nonresident withholding waiver; or (ii) If RPO is a California Resident or a corporation or LLC qualified to conduct business in California, 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 Property Manager 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 Property Manager a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively 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 a declaration with the IRS regarding effectively connected income in order to complete the form given to Property Manager. 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.

**7. COMPENSATION:**

- A. RPO agrees to pay Property Manager fees in the amounts indicated below for:
  - (1) Management: **\$125.00 Monthly SFH, \$175 for Duplex, \$350 for 4-Plex and 8% for Multi Family Complex**
  - (2) Renting or Leasing: **50% of 1 Full months rent, Marketing Included.**
  - (3) Evictions (fee is in addition to any attorney fees and court costs):
    - For preparation/prelitigation **Owner Pays Eviction Attorney**
    - To perform/participate in an eviction proceeding **300.00 per court case**
  - (4) Preparing Property for rental or lease: **N/A**
  - (5) Managing Property during extended periods of vacancy: **Same as regular management fees**
  - (6) An overhead and service fee added to the cost of all work performed by, or at the direction of, Property Manager: **N/A**
  - (7) On Boarding/Set Up fee: **N/A**
  - (8) Cancellation (by RPO or Property Manager):
    - During Term **Full Months Rent**
    - At any other time **30 day notice**
    - Off Boarding/File Preparation and File Closing fee **None**
  - (9) Tax Withholding and Reporting: \_\_\_\_\_
  - (10) Other: **PM retains Application, late fees and NSF Fee**
- B. This Agreement does not include providing on-site management services, property sales, refinancing, preparing Property for sale or refinancing, modernization, fire or major damage restoration, rehabilitation, obtaining income tax, accounting or legal advice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending RPO's Association meetings or **\$50 per hour to represent non-property management related issues named above at the agent discretion**

If RPO requests Property Manager to perform services not included in this Agreement, a fee shall be agreed upon before these services are performed.

- C. Property Manager may divide compensation, fees and charges due under this Agreement in any manner acceptable to Property Manager.
- D. RPO further agrees that:

- (1) Property Manager may receive and keep fees and charges from tenants, or as applicable be reimbursed for fees charged for: (i) requesting an assignment of lease or sublease of the Property; (ii) processing credit applications; (iii) any returned checks and/or (  if checked) late payments; (iv) any bank credits or credit card points/credit received; (v) any technology platform credits, fees, and charges; (vi) lock-boxes/keysafes; and (vii) eviction protection services. Property Manager shall disclose any such fees and charges.  Attached is Property Manager's schedule of fees and charges.
- (2) Property Manager may perform any of Property Manager's duties, and obtain necessary products and services, through affiliated companies or organizations in which Property Manager may own an interest. Property Manager may receive fees, commissions and/or profits from these affiliated companies or organizations. Property Manager has an ownership interest in the following affiliated companies or organizations:  
**None**

Property Manager shall disclose to RPO any other such relationships as they occur. Property Manager shall not receive any fees, commissions or profits from unaffiliated companies or organizations in the performance of this Agreement, without prior disclosure to RPO.

- (3) Other: **Owners to add Kimbriel Realty & PM, Inc. clo Janeen Kimbriel as ADDITIONAL INSURED TO Insurance**



- 8. **AGENCY RELATIONSHIPS:** Property Manager may act, and RPO hereby consents to Property Manager acting, as dual agent for RPO and tenant(s) in any resulting transaction. If the Property includes residential property with one-to-four dwelling units and this Agreement permits a tenancy in excess of one year, RPO acknowledges receipt of the "Disclosure Regarding Agency Relationships" (C.A.R. Form AD). RPO understands that Property Manager may have or obtain property management agreements on other property, and that potential tenants may consider, make offers on, or lease through Property Manager, property the same as or similar to RPO's Property. RPO consents to Property Manager's representation of other RPOs' properties before, during and after the expiration of this Agreement.
- 9. **NOTICES:** Any written notice to RPO or Property Manager from the other party required under this Agreement shall be served by sending such notice (i) by first class mail to that party at the address below, or at any different address the parties may later designate for this purpose.  (ii) to the following email address: jkimbriel64@gmail.com. Mailed notice, including notice under **paragraph 14**, shall be deemed received three (3) calendar days after deposit into the United States mail. Electronic notice shall be deemed received the next business day after it is sent.
- 10. **SECURITY AND INSURANCE:** Property Manager 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 Property, 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.
- 11. **ATTORNEY FEES:** In any action, proceeding or arbitration between RPO and Property Manager arising out of this Agreement, RPO and Property Manager are each responsible for paying their own attorney fees and costs, except as provided in **paragraph 12A**.
- 12. **DISPUTE RESOLUTION:**
  - A. **MEDIATION:**
    - (1) RPO and Property Manager agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, 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 11**. Exclusions from this mediation agreement are specified in **paragraph 12B**.
  - B. **ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation and arbitration: (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 Property Manager desire to resolve disputes arising between them rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).
- 13. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
- 14.  **MODIFICATION OF AGREEMENT:** Property Manager may modify the terms of this Agreement upon first providing **30 (or \_\_\_\_\_) days** written notice to RPO. If RPO objects to the modified terms in writing during that timeframe, Property Manager may either rescind the modification or allow the RPO to terminate the Agreement. If RPO terminates the agreement under this provision, no cancellation fee pursuant to **paragraph 7A(8)** is owed.
- 15. **ADDITIONAL TERMS:**
  - A.  Rental Property Owner Disclosure (C.A.R. Form RPOD);
  - B.  Rental Property Owner Intake Form (C.A.R. Form RPOI);
  - C.  Fair Housing and Discrimination Advisory (C.A.R. Form FHDA);
  - D.  California Consumer Privacy Act Advisory (C.A.R. Form CCPA);
  - E.  Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD)
  - F.  Keysafe/Lockbox-Addendum (C.A.R. Form KLA);
  - G. Other: 1. Yearly Preventative Maintenance: Gutter Cleaning, Fireplace, Dryer Vent and HVAC Inspection/Cleaning Oct/Nov each year. 2. If property has been marketed and owner pulls property before tenant is procured, owner agrees to pay fees of \$250.00 upon termination.
- 16. **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.
- 17. **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).
- 18. **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 are as follows: \_\_\_\_\_.



RPO Name: \_\_\_\_\_ Date: \_\_\_\_\_

By signing below, RPO acknowledges that RPO has read, understands, accepts and has received a copy of this Agreement and understands that the Agreement is not binding on Broker unless signed below by Broker or an office manager.

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) **Non-Individual (entity) RPO:** One or more RPOs is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_
- (3) **Contractual Identity of RPO:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.
  - (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
  - (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (4) **Legally Authorized Signer:**
  - (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 17** for additional terms.
  - (B) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_

**RENTAL PROPERTY OWNER SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of RPO: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone # \_\_\_\_\_

Social Security/Tax ID # (for reporting purposes): \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of RPO: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone # \_\_\_\_\_

Social Security/Tax ID # (for reporting purposes): \_\_\_\_\_

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

**BROKER SIGNATURE(S) (Must be signed by Broker or Office Manager):**

Real Estate Broker (Firm) **Kimbriel Realty & Property Management, Inc** DRE Lic. # **02246177**

By (Broker/Office Manager) **Janeen Kimbriel** DRE Lic. # **01302721** Date \_\_\_\_\_

Address **316 6th St. #2** City **Roseville** State **CA** Zip **95678**

Email **janeen@kimbrielrealtypm.com** Phone # **(916)806-0200**

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# RENTAL PROPERTY OWNER DISCLOSURE

(Intended to be provided with a lease listing or property management agreement and with a residential lease)

(C.A.R. Form RPOD, Revised 6/23)

Rental Property Owner, \_\_\_\_\_ ("RPO")

makes the following disclosures with regard to the real property described as 123 Your Street, Unit # \_\_\_\_\_, situated in \_\_\_\_\_, 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.

1. **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. If RPO or tenant desires legal advice, they should consult a qualified California real estate attorney.

2. **Note to RPO, PURPOSE:** To provide tenant and 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.

3. **Note to Tenant (lessee), PURPOSE:** To give you more information about known material facts affecting the value or desirability of the Premises and help to eliminate misunderstandings about the condition of the Premises.

- Something that may be material or significant to you may not be perceived the same way by the RPO.
- If something is important to you, be sure to put your concerns and questions in writing.
- RPO can only disclose what they actually know. RPO may not know about all material items.
- RPO's disclosures are not a substitute for your own investigations, personal judgments, or common sense.

4. **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.

5. **LEAD-BASED PAINT:** **ARE YOU (RPO) AWARE OF...**

A. Whether the Premises was constructed prior to January 1, 1978.....  Yes  No  
If yes, in accordance with federal law, Housing Provider gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form LPD) and a federally approved lead pamphlet.

B. Does RPO have any reports or records pertaining to lead-based paint or lead based paint hazards in the Premises.....  Yes  No

C. Were any renovations (i.e. sanding, cutting, demolition) of lead-based paint surfaces started or completed .....  Yes  No  
If yes, were such renovations done in compliance with Environmental Protection Agency Lead-Based Paint Renovation Rule .....  Yes  No  
Explanation: \_\_\_\_\_

6. **METH CONTAMINATION:** **ARE YOU (RPO) AWARE OF...**

A. Whether a government health official has issued an Order identifying the Premises as being contaminated by methamphetamine .....  Yes  No

B. If yes to A, has any contamination specified in the order not been remedied .....  Yes  No  
If yes, RPO will provide a copy of the Order prohibiting occupancy of the Premises because of methamphetamine contamination as follows:

i. To Broker: Within 3 days of providing this Rental Property Owner Disclosure to Broker; OR  a copy of the Order is attached.

ii. To Tenant: Prior to Tenant signing a lease or rental agreement, or attached to such agreement.  
Explanation: \_\_\_\_\_

7. **PERIODIC PEST CONTROL:** **ARE YOU (RPO) AWARE OF...**

A. Whether the Premises is covered by a contract for periodic pest control treatment of the Premises.....  Yes  No  
If yes, RPO will provide Tenant a copy of the notice given to RPO or Housing Provider by the pest control company.  
 A copy of the notice is attached.  
Explanation: \_\_\_\_\_

8. **WATER SUBMETERS:** **ARE YOU (RPO) AWARE OF...**

A. Whether the Premises contains two or more units served by a single water meter.....  Yes  No

B. If yes to A, has RPO installed a submeter to measure and charge each individual unit for water usage.....  Yes  No

C. If yes, RPO agrees to comply with Civil Code §§ 1954.201 through 1954-219 and to provide any tenant with the required Water Submeter Notice (C.A.R. Form WSM).  
Explanation: \_\_\_\_\_





**9. MOLD:** **ARE YOU (RPO) AWARE OF...**

A. Whether any elevated levels of mold are currently in the Premises.....  Yes  No

B. Whether any elevated levels of mold were previously detected the Premises.....  Yes  No

(1) If yes to B, was the Premises treated and the mold eradicated .....  Yes  No

If yes to B(1), identify the location and date(s) of the treatment: \_\_\_\_\_

C. If yes to A or B, does RPO have any reports or records pertaining to elevated levels of mold in the Premises.....  Yes  No

Explanation: \_\_\_\_\_

**10. ASBESTOS:** **ARE YOU (RPO) AWARE OF...**

A. The presence of asbestos currently in the Premises.....  Yes  No

B. Whether asbestos was ever removed from the Premises.....  Yes  No

(1) If yes to B, identify the location and date(s) of the treatment: \_\_\_\_\_

(2) If yes to B, does RPO have any reports or records pertaining to asbestos in the Premises.....  Yes  No

Explanation: \_\_\_\_\_

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

A. 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

If yes, specify below any contact information for the HOA or other entity.

B. If yes to A, are you aware of any known restrictions on rentals or use of the Premises .....  Yes  No

If yes to B, rules and CC&Rs may need to be provided to a tenant upon execution of a lease or rental.

Explanation: \_\_\_\_\_

**12. MILITARY ORDNANCE LOCATION:** **ARE YOU (RPO) AWARE OF...**

If the Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions. ....  Yes  No

**13. 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), the manner of death could be a material fact to a tenant and should be disclosed by RPO except for death due to HIV/AIDS

**14. 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 \_\_\_\_\_

**By signing below, Tenant acknowledges that Tenant has read, understands and has received a copy of this Rental Property Owner Disclosure form.**

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

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

Real Estate Broker Kimbriel Realty & Property Management, Inc., By \_\_\_\_\_ Date \_\_\_\_\_

*Janeen Kimbriel*

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**RENTAL PROPERTY OWNER INTAKE FORM**  
(Intended to be provided with a property management agreement  
or lease listing, but not with a residential lease)  
(C.A.R. Form RPOI, Revised 12/24)

Rental Property Owner, \_\_\_\_\_ (“RPO”) provides the following answers with regard to the real property described as 123 Your Street, Unit # \_\_\_\_\_, situated in \_\_\_\_\_, County of \_\_\_\_\_, California (“Premises”). RPO authorizes that the answers provided on this form may be used to supplement a lease listing or property management agreement with a broker and in preparation of executing a lease with a tenant.

**1. 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.

**2. RPO COMPLIANCE REQUIREMENTS:** RPO is advised that many of the times below, such as 4 - 13, may require compliance with the applicable legal standard prior to leasing or renting the Premises. **A real estate broker is qualified to advise on real estate transactions and does not have expertise in these areas. If RPO desires legal advice, RPO should consult a qualified California real estate attorney.**

**3. 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.

**4. 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 Section 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 residential properties, including both single family and multi-family, to be equipped with water-conserving plumbing fixtures.  
Explanation: \_\_\_\_\_

**5. 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: \_\_\_\_\_

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

**7. 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: \_\_\_\_\_

**8. 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? (No further explanation required.).....  Yes  No  
(2) If yes, are any of the following safety features installed on the Premises? (No further explanation required.)  
.....  Yes  No

- An enclosure that isolates the pool/spa
- Removable mesh fencing with a self-closing and self-latching gate
- A manually or power operated safety pool cover
- Exit alarms on a private single-family home's door and windows providing direct access
- A self-closing, self-latching device on a single-family home's doors
- An alarm in the pool that will detect accidental or unauthorized access to the pool/spa
- Other: As long as it meets equal or greater protection to the above safety features: \_\_\_\_\_

Explanation: \_\_\_\_\_



- 9. 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: \_\_\_\_\_
- 
- 10. 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: \_\_\_\_\_
- 
- 11. 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 below which unit(s) have separate gas meters.  
 (2) If yes, specify below which, if any, meters on the Premises are equipped with earthquake shutoff safety valves and the location of the shutoff valves.  
 Explanation: \_\_\_\_\_
- 
- 12. ELECTRIC METER(S):** **ARE YOU (RPO) AWARE OF...**  
 Whether there are separate electric meters for different rental units on the Premises.....  Yes  No  
 If yes, specify below which unit(s) have separate electric meters.  
 Explanation: \_\_\_\_\_
- 
- 13. 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  
 If yes, specify below the location of the shutoff valves  
 Explanation: \_\_\_\_\_
- 
- 14. PERMITS:** **ARE YOU (RPO) AWARE OF...**  
**A.** Any room additions, structural modification, or other alterations or repairs made without necessary permits.....  Yes  No  
**B.** 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  
 Explanation: \_\_\_\_\_
- 
- 15. PARKING:** **ARE YOU (RPO) AWARE OF...**  
 Whether Premises contains any on site parking.....  Yes  No  
 (1) If yes, are the parking spots are  assigned to specific units or  first come, first served  
 (2) If yes, is there an additional charge for onsite parking.....  Yes  No  
 Explanation: \_\_\_\_\_
- 
- 16. STORAGE:** **ARE YOU (RPO) AWARE OF...**  
 Whether Premises contains any on site storage space apart from the rental unit.....  Yes  No  
 (1) If yes, the storage spaces are  assigned or  first come, first served  
 (2) If yes, is there an additional charge for onsite storage.....  Yes  No  
 Explanation: \_\_\_\_\_
- 
- 17. 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 below any specific restrictions or obligations regarding trash recycling or separation  
 Explanation: \_\_\_\_\_
- 
- 18. LAWN WATERING:** **ARE YOU (RPO) AWARE OF...**  
 Whether the tenants are obligated to water any lawns or other landscaping on the Premises.....  Yes  No  
 If yes, specify below any local watering restrictions limiting the amount or frequency of any watering  
 Explanation: \_\_\_\_\_
- 



**19. PETS:** **ARE YOU (RPO) AWARE OF...**  
 Whether the RPO maintains a "pet policy" for the Premises.....  Yes  No  
 If yes, specify below the specifics or limitations of any such policy. RPO is advised that RPO may not prohibit a tenant from having a qualified service or support animal.  
 Explanation: \_\_\_\_\_

**20. KEYS** **ARE YOU (RPO) AWARE OF...**  
**A.** Whether the Premises has been re-keyed since the previous occupant vacated.....  Yes  No  
**B.** 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  
**C.** Whether there are any garage door or gate openers/remotes.....  Yes  No  
 Explanation: \_\_\_\_\_

**21. 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) If yes, specify the location of any mailboxes  
 Explanation: \_\_\_\_\_

**22. LAUNDRY ROOM/APPLIANCES:** **ARE YOU (RPO) AWARE OF...**  
**A.** Whether the Premises contains a separate or community laundry room.....  Yes  No  
 (1) If yes to A, specify below whether laundry appliances are provided for use by the tenants or are the tenants required to provide their own machines  
**B.** Whether there are appliances that will be provided with a lease.....  Yes  No  
 (1) If yes, check all that will be provided  
 Stove(s), oven(s), stove/oven combo(s);  Refrigerator(s);  Wine Refrigerator(s)  
 Washer(s);  Dryer(s);  Dishwasher(s)  
 Microwave(s)  Other: \_\_\_\_\_  Other: \_\_\_\_\_  
 (2) If yes to B, are they leased by a third party vendor.....  Yes  No  
 (3) If yes to B, will RPO be responsible for replacement or maintenance.....  Yes  No  
 Explanation: \_\_\_\_\_

**23. WOOD BALCONIES AND STAIRS:** **ARE YOU (RPO) AWARE OF...**  
 If the building on which the Premises is located contains 3 or more units, whether the building has balconies, decks, stairways or other structure ("Elevated Elements) 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.....  Yes  No  
 (1) If yes, has an inspection report has been obtained within the last 6 years to assess the safety of the elevated elements.....  Yes  No  
 (2) If yes to 1, specify if the report indicates whether the Elevated Elements are in need or repair or are in proper working condition and do not pose a threat to health or safety.  
 Note: If RPO obtains an inspection report for the safety of elevated elements, RPO must maintain, in the RPO's permanent records, inspection reports for the last two cycles of reports obtained.  
 Explanation: \_\_\_\_\_

**24. 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. 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.**

Rental Property Owner \_\_\_\_\_ Date \_\_\_\_\_

Rental Property Owner \_\_\_\_\_ Date \_\_\_\_\_

**I ACKNOWLEDGE RECEIPT OF A COPY OF THIS RENTAL PROPERTY OWNER INTAKE FORM.**

Real Estate Broker Kimbriel Realty & Property Management, Inc., By \_\_\_\_\_ Date \_\_\_\_\_  
Janeen Kimbriel

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# FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

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 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 (and race traits)	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 or Intersectionality

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, disability, 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
  - Real estate licensees
  - Mobilehome parks
  - Insurance companies
  - Landlords/Housing Providers
  - Real estate brokerage firms
  - Homeowners Associations ("HOAs");
  - Government housing services
  - Sublessors
  - Property managers
  - Banks and Mortgage lenders
  - 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 tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability 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](https://www.hud.gov/program_offices/fair_housing_equal_opp)
- B. State: <https://calcivilrights.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/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.**

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Seller/Housing Provider \_\_\_\_\_ Date \_\_\_\_\_  
 Seller/Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

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# 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](http://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/](http://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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**CCPA REVISED 12/22 (PAGE 1 OF 1)**

## CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)