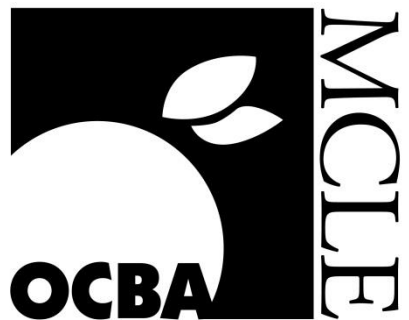

ORANGE COUNTY BAR ASSOCIATION

**REAL ESTATE LAW
SECTION WEBINAR**

California Association of REALTORS® Fall Update: New
Forms and New Laws in The Era of COVID-19



Tuesday, September 22, 2020



Orange County Bar Association

C.A.R. Forms Update,

Neil Kalin, C.A.R. Assistant General Counsel

September 22, 2020

Agenda

▶▶ COVID-19 Sales Forms

- Coronavirus Addendum or Amendment
- Notice of Unforeseen Coronavirus Circumstances
- Residential Listing Agreement Coronavirus Addendum or Amendment
- Mandatory Government Showing Requirements, including Best Practices Guidelines and Prevention Plan
- Posted Rules of Entry
- Coronavirus Property Entry Advisory and Declaration – Seller Occupant (PEAD-S)
- “ ... “ - Visitor (PEAD-V)

▶▶ COVID-19 Lease Forms

- Coronavirus Lease Rental Property Entry Advisory and Declaration – Owner Occupant (PEAD-LR)
- Notice to Tenant of COVID-19 Tenant Relief Act of 2020
- Centers for Disease Control – Tenant Declaration
- 10 more new and revised forms

Agenda

▶▶▶ C.A.R. June 2020 Release New and Revised Forms

- Real Estate Transfer Disclosure Statement
- Square Footage and Lot Size Disclosure and Advisory
- Property Visit and Open House Advisory

▶▶▶ C.A.R. October 2020 Special Release

- Fair Housing and Discrimination Advisory

▶▶▶ C.A.R. December 2020 New and Revised Forms

- Home Hardening and Defensible Space Disclosure and Advisory
- Contingency for the Sale of Buyer's Property

COVID-19 Sales Forms



CALIFORNIA ASSOCIATION OF REALTORS®

CORONAVIRUS ADDENDUM OR AMENDMENT

(To be used with an offer or counter offer or as an amendment after Acceptance)
(C.A.R. Form CVA, 04/30/20)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement or ☐ Other _____ dated _____ (the "Agreement") on property known as _____ ("Property") in which _____ is referred to as Buyer and _____ is referred to as Seller OR ☐ This is an amendment to the already accepted Agreement. This amendment shall be deemed revoked unless within 3 or _____ Days after being Signed by the initiating Party it is Signed by the other Party and a Copy Delivered to the initiating Party or that person's Authorized Agent.

1. The current worldwide Coronavirus (COVID-19) pandemic has had unprecedented impacts on real estate transactions, because of, but not limited to, closures of both governmental and private offices and declarations of States of Emergency and so-called shelter-in-place or stay-at-home ("Stay Home") orders, among others ("Unforeseen Coronavirus Circumstance"). While the Agreement allocates risk as between the Parties by way of contingencies, covenants, and disclosures, it does not address the right of a Party to suspend or terminate performance when circumstances, which the parties could not have anticipated and are beyond their control, make performance of the contract impossible or impracticable.
2. This form is intended to contractually address an Unforeseen Coronavirus Circumstance. The Parties' agreement to this form is optional. It is not binding on either Party unless Signed by both. Its purpose is to reflect the Parties' (i) mutual obligation to deal fairly with each other and act in good faith to accomplish the purpose of the Agreement, and (ii) attempt to avoid any uncertainty that may otherwise exist as a result of the COVID-19 pandemic by resolving potential disputes by mutual agreement. **The Parties are advised to seek the advice and counsel of a qualified California real estate attorney.**
3. **Notice of Unforeseen Coronavirus Circumstance:**
 - A. If either Buyer or Seller is affected by an Unforeseen Coronavirus Circumstance, the affected Party shall Deliver to the other a Notice of Unforeseen Coronavirus Circumstance (C.A.R. Form NUCC). The NUCC shall identify and provide verification of the Unforeseen Coronavirus Circumstance which impacts the affected Party's ability to perform.
 - B. ☐ The NUCC is attached to this CVA form.

4. **Extension of Time (check 4A or 4B or both); Upon Delivery of the NUCC:**
 - A. ☐ **Extension of Time for Buyer to Remove Contingencies:** The time to remove the following contingencies, provided they have not already been waived or removed, shall be extended for 30 or _____ Days after Delivery of the NUCC: ALL CONTINGENCIES, OR, if checked, only: ☐ Loan, ☐ Investigation, ☐ Appraisal, ☐ Other _____. If, after this time, Buyer does not remove the applicable contingency because of the Unforeseen Coronavirus Circumstance, (i) either Party may cancel the Agreement by Delivering written notice of cancellation (C.A.R. Form CC) to the other and (ii) Buyer's deposit shall be returned to Buyer, minus fees and costs incurred by Buyer. A Notice to Buyer to Perform (C.A.R. Form NBP), as otherwise applicable, shall NOT (OR ☐ shall) be required before Seller may issue a CC.
 - B. ☐ **Extension of Time for Buyer or Seller to Close Escrow:** The Close Of Escrow date shall be extended for an additional 30 or _____ Days beyond the scheduled COE in the Agreement. If, after this time, the Buyer or Seller Delivering the NUCC is still unable to close escrow as a result of the Unforeseen Coronavirus Circumstance, (i) either Party may cancel the Agreement by Delivering written notice of cancellation (C.A.R. Form CC) to the other and (ii) Buyer's deposit shall be returned to Buyer, minus fees and costs incurred by Buyer OR ☐ Buyer's deposit shall be released to Seller if otherwise allowed in the Agreement. A Demand to Close Escrow (C.A.R. Form DCE), as otherwise applicable, shall NOT, (OR if checked ☐ shall) be required before either Party may issue a CC.
 - C. ☐ The following additional terms shall apply: _____

- OR 5. ☐ **IMMEDIATE Mutual Cancellation:** The Parties agree to cancel the Agreement at the time this amendment is Signed by all Parties and a Copy Delivered to each Party or Authorized Agent. Buyer's deposit shall be returned to Buyer, minus fees and costs incurred by Buyer. **This form CVA shall constitute irrevocable joint instructions to Escrow Holder to (i) cancel escrow file# _____ and, (ii) release the deposit as provided in this form without further instructions to the Parties, unless necessary to satisfy Escrow Holder regulatory requirements.**
☐ The following additional terms shall apply: _____

By signing below Buyer and Seller acknowledge that each has read, understands, has received a Copy of, and agrees to the terms of this Coronavirus Addendum Or Amendment.

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

COVID-19 Sales Forms



CALIFORNIA
ASSOCIATION
OF REALTORS®

NOTICE OF UNFORESEEN CORONAVIRUS CIRCUMSTANCES

(C.A.R. Form NUCC, 04/16/20)

In accordance with the terms and conditions of the Coronavirus Addendum or Amendment (C.A.R. Form CVA), agreed to by the Parties, affected Party (☐ Buyer OR ☐ Seller) hereby gives notice to the other Party, as specified in the CVA, OR ☐ this notice is being provided for informational purposes not directly tied to any agreement.

1. The Unforeseen Coronavirus Circumstance that is applicable to the affected Party and that is the reason for the extension of time or mutual cancellation specified in paragraph 4 or 5 of the CVA is as follows (check all that apply):

A. Loan-Related:

- ☐ Loss of income due to an Unforeseen Coronavirus Circumstance which prevents Buyer from qualifying for the specified loan (ex. layoff, furlough, reduced hours.)
- ☐ Notary appointment delay
- ☐ Lender delay due to Unforeseen Coronavirus Circumstance
- ☐ Review appraiser delay

Additional Explanation: _____

B. "Stay Home" or other Government Order Presenting Difficulties in Scheduling:

- | | |
|---|--|
| <input type="checkbox"/> Home inspection | <input type="checkbox"/> Pest control inspection |
| <input type="checkbox"/> Government required inspection | <input type="checkbox"/> Appraisal inspection |
| <input type="checkbox"/> Movers/Stagers | <input type="checkbox"/> Final verification of condition |
| <input type="checkbox"/> Other: _____ | |

Additional Explanation: _____

C. Personal Impact (affected Party, immediate family or household member):

- | | |
|---|--|
| <input type="checkbox"/> Confirmed diagnosis of COVID-19 | <input type="checkbox"/> Government ordered quarantine |
| <input type="checkbox"/> COVID-19 related hospitalization | <input type="checkbox"/> Physician ordered quarantine |

Additional Explanation: _____

D. ☐ Other: _____

2. Verification of the Unforeseen Coronavirus Circumstance and its impact on performance is as follows, or, if checked ☐ attached:

Note: Brokers and Agents (i) will not violate any Stay Home Orders, notwithstanding any Party's instructions, and (ii) will obey all Fair Housing laws while pursuing safe COVID-19 practices. Brokers and Agents cannot and will not determine the legal sufficiency or the good faith use of the stated reasons for purposes of requesting an extension or a cancellation and/or who is entitled to the funds in escrow.

By signing below, the affected Party acknowledge that they have read, understand, received a copy of this Notice of Unforeseen Coronavirus Circumstances and that the information contained in it, or attached to it, is true.

Affected Party: Buyer's or Seller's Signature

Date

Affected Party: Buyer's or Seller's Signature

Date



LISTING AGREEMENT CORONAVIRUS ADDENDUM OR AMENDMENT

(C.A.R. Form RLA-CAA, 7/13/20)

The following terms and conditions are hereby incorporated in and made a part of the Listing Agreement or ☐ Other _____ ("Listing Agreement") dated _____ on property known as _____ ("Property") in which _____ is referred to as Broker and _____ is referred to as Seller OR ☐ This is an amendment to the already existing Listing Agreement between Seller and Broker.

The current worldwide Coronavirus (COVID-19) pandemic has had unprecedented impacts on the real estate industry, affecting: Solicitation and marketing; Pre-contract showings, negotiations and inspections; Contract formation and expectations; Post-acceptance inspections and repairs; Loan applications, appraisals and approvals; and Closings. Local, State and Federal states of emergency, "Stay Home" orders, and Health Official and other Government mandates and recommendations (collectively, "COVID-19 Directives") have changed the way sellers and real estate licensees need to approach otherwise allowable or acceptable business practices. Seller and Broker acknowledge that there are mutual benefits in addressing the effects of the COVID-19 pandemic on the sale of the Property. In consideration for the mutual benefits contained herein, Seller and Broker agree as follows: This Addendum or Amendment shall remain in force until the earlier of either (i) the termination of all government orders, including local, State, and Federal, impacting the Property due to the COVID-19 pandemic or (ii) the mutual written termination of this Addendum or Amendment by Seller and Broker. **Brokers and Agents (i) will comply with COVID-19 Directives, notwithstanding any Party's instructions and (ii) will obey all Fair Housing laws while pursuing safe COVID-19 practices. Nothing contained in this Addendum or Amendment shall be construed to allow an activity that is otherwise prohibited by any law.**

1. PROPERTY SHOWINGS:

- A. Seller agrees ☐ DOES NOT agree - see paragraph 4) to allow prospective purchasers to enter the Property as specified below. Seller has been advised of the potential for visitors to the Property to be carriers of the COVID-19 virus. Broker has provided Seller with a ☒ Coronavirus Property Entry Advisory and Declaration - Seller/Occupant (C.A.R. Form PEAD-S), and ☒ C.A.R. Best Practices Guidelines/Prevention Plan for Showings (C.A.R. Document BPPP), or substantially equivalent forms approved by Broker. Seller and Broker agree to abide by the protocols set forth in those documents and this form.
- B. Prospective purchaser visitors will not be given permission to enter the Property until and unless:
- (1) They sign the Coronavirus Property Entry Advisory and Declaration - Visitor (C.A.R. Form PEAD-V).
 - (2) ☐ They provide verification that they are financially able to purchase the Property, such as (i) verification of an all-cash purchase or (ii) a prequalification or preapproval from a lender or loan broker.
 - (3) ☐ They represent that they have previously viewed the Property online.

2. MARKETING ACTIVITIES: In furtherance of the goal of selling the Property, and provided Broker and others sign C.A.R. Form PEAD-V, Seller agrees ☐ DOES NOT agree - see paragraph 4) to give permission to Broker and other authorized persons, to access the inside and outside of the Property in order to engage in ALL MARKETING ACTIVITY, including but not limited to those listed below, OR, only (see paragraph 4) those checked below:

- | | |
|---|--|
| <input type="checkbox"/> Install signage | <input type="checkbox"/> Prepare and remove staging |
| <input type="checkbox"/> Provide landscape services | <input type="checkbox"/> Prepare an agent's visual inspection and disclosure |
| <input type="checkbox"/> Paint | <input type="checkbox"/> Prepare a virtual tour or take photographs |

3. POST-ACCEPTANCE AND OTHER NECESSARY SALE ACTIVITIES: In furtherance of the goal of completing the sale of the Property, and provided Broker and others sign C.A.R. Form PEAD-V, Seller agrees ☐ DOES NOT agree - see paragraph 4) to give permission to Broker and other authorized persons, to access the inside and outside of the Property in order to engage in all necessary real estate activities to facilitate the sale of the property, including but not limited to those below:

- ▶ Conduct a Homeowner's Association site inspection
- ▶ Prepare an appraisal or buyer insurance inspection
- ▶ Obtain county or other municipal or government inspections or permit approvals
- ▶ Prepare an agent's visual inspection and disclosure
- ▶ Put up or remove fumigation tents
- ▶ Conduct a final verification (walk-through)
- ▶ Pack and move Seller's furniture or belongings
- ▶ Prepare a home inspection, and necessary follow-up inspections, on behalf of the buyer
- ▶ Perform repairs agreed to in the purchase agreement, or improvements necessary to get the Property ready for sale, or prepare bids or estimates

4. SELLER PROHIBITING OR LIMITING ACCESS TO PROPERTY: If, pursuant to paragraph 1, 2 or 3, Seller instructs Broker that no or limited, access to the Property will be permitted for marketing, showings, inspections or other purposes relating to the Property's sale, Seller understands that:

- A. Broker, other brokers, and prospective buyers may not be able to perform many activities typically conducted in, or in preparation for, a real estate transaction, such as, performing an agent's diligent, visual inspection, or a buyer conducting contractual inspections, including a final verification, of the Property. Any of those restrictions may limit the value or desirability of the Property.
- B. It may be necessary to modify any real estate agreement entered into between Seller and a buyer to take into account the restricted access to the Property. Seller and Brokers are advised to seek the advice of a qualified California real estate attorney to draft applicable language intended to contractually prohibit or limit access by a buyer, Broker or other brokers as otherwise allowed by contract or law.

5. PROPERTY SHOWING AND ACCESS RULES:

- A. **COVID-19 DIRECTIVES AND SHOWING RULES:** The California Departments of Public Health (CDPH) and Industrial Relations (Cal/OSHA) have issued COVID-19 Directives for real estate transactions that need to be followed. These Directives are available at <https://covid19.ca.gov/pdf/guidance-real-estate.pdf>, <https://covid19.ca.gov/pdf/checklist-real-estate.pdf>, and <https://www.dir.ca.gov/dosh/coronavirus/General-Industry.html>. Broker's Prevention Plan and Showing Rules are located in the PEAD-S form and BPPP document specified in paragraph 1A.
- B. **(1) SHOWING REQUIREMENTS:** (i) Properties must be equipped with proper sanitizing products, including hand sanitizer and disinfecting wipes, and face coverings, at the entrance of the Property; (ii) Purchasers, real estate licensees, inspectors and other entrants must use face covers and wash or sanitize hands upon entry into the Property; (iii) During a showing, introduce fresh outside air, for example by opening doors/windows, weather permitting, and operating ventilation systems. Real estate licensees or sellers must open doorways or other areas of ingress and egress prior to in-person property showings to minimize clients touching surfaces.
- (2) SHOWING REQUIREMENT COSTS:** ☐ Seller agrees to pay for necessary supplies of face coverings, and sanitizing products for hands and surfaces and _____.
- C. **(1) CLEANING AND SANITIZING:** (i) Commonly touched surfaces and areas shall be cleaned and disinfected before and after each showing; (ii) Property showings shall be scheduled so as to allow adequate time for cleaning and disinfecting; and (iii) More information on cleaning and disinfecting can be found in the Mandatory Government Showing Requirements, including Best Practices Guidelines and Prevention Plan (C.A.R. Document BPPP).
- (2) CLEANING AND SANITIZING COSTS:** ☐ Broker and agent are authorized to hire, in Seller's name, a service to clean and disinfect the Property, as required above. Seller agrees to pay the service directly or reimburse Broker or agent for any such activities directly billed to Broker or agent by the service provider.

6. BROKER MARKETING PLAN: If Broker's Listing Agreement included a marketing plan, that plan is modified to comport with safety guidelines and best practices established by Broker or the local Association of REALTORS® or ☐ in the attached addendum.

7. ☐ TEMPORARY WITHDRAWAL OF PROPERTY FROM MARKET: Broker agrees to pause marketing of the Property, including changing to an appropriate status on the MLS, and not to conduct any showings of the Property while this Addendum or Amendment is in effect. The Listing Agreement shall remain in effect during the temporary withdrawal and Broker shall immediately begin all appropriate marketing efforts upon termination of this Addendum or Amendment. The termination date of the Listing Agreement shall ☐ shall NOT be extended by the same amount of time that the temporary withdrawal is in effect but in no event shall the termination date be extended beyond _____ (date).

8. SCOPE OF BROKER DUTY: Seller understands and agrees that Broker will abide by the terms of this Addendum or Amendment and use Broker's best efforts to obtain compliance by others. Broker will provide Seller with a copy of all PEAD forms signed by and received from any broker or other person entering the Property. Broker cannot and will not verify the representations of others nor guarantee their compliance with Seller's and Broker's instructions. Broker cannot and will not physically prevent entrance to the Property by others who do not agree to the instructions. If Broker becomes aware of such person's failure to comply with the instructions, Broker will promptly inform Seller and take efforts to prevent such person's future access to the property. Seller wants the potential benefits, and ASSUMES THE RISK, of allowing others to enter the Property. Seller releases Broker and its agents, from any loss, liability, expense, claim or cause of action that may arise from allowing entry upon the Property or are related in any manner to this Addendum or Amendment.

9. ADDITIONAL TERMS: _____

By signing below Seller and Broker acknowledge that each has read, understands, has received a copy of, and agrees to the terms of this Listing Agreement Coronavirus Addendum or Amendment.

Seller _____ Date _____

Seller _____ Date _____

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

Real Estate Broker (Firm) _____

By _____ DRE Lic# _____ Date _____

All showings must comply with the applicable County COVID-19 Shelter-in-Place Order and the State COVID-19 guidelines published by California Departments of Public Health and Industrial Relations (Cal/OSHA) "COVID-19 INDUSTRY GUIDANCE: Real Estate Transactions" as updated on May 12, 2020.

Check Your City or County for More Restrictive Local Showing Rules

More restrictive rules regarding showings by a County or City must still be followed.

Prevention Plan

Brokerages must:

- Establish a written COVID-19 "Prevention Plan" to be followed by agents who show properties.
- Regularly evaluate compliance with the plan and document and correct deficiencies identified.

Unless otherwise specified, this entire document known as the "Mandatory Government Showing Requirements, including Best Practices Guidelines and Prevention Plan" is hereby adopted as Broker's "Prevention Plan."

Showing Rules for Listing and Buyer's Agents

1. Utilize virtual tours instead of in-person property showings whenever possible.
2. Do not hold "traditional" open houses or showings which are open to the general public on a walk-in basis. For all in-person visits, (i) agents must use an appointment or digital sign-in process to control the number of people in the house or property and (ii) the cleaning, social distancing and other government guidelines and best practices in the sections below shall be followed.
3. If you are going to hold a non-traditional "Open House" in compliance with government guidelines and these best practices, then any Open House signs and advertisements shall include a rider or express condition indicating that appointments or digital sign-in are required before entry.
4. Only one listing agent and one "buying party" are to be in a dwelling at the same time during a showing. A "buying party" may be more than one individual buyer and may include one agent for that party.
5. Show houses with occupants not present when possible. Sellers and tenants, in accordance with their legal rights, are to be advised that they should not be present within a dwelling at the same time as other individuals.
6. Agents conducting the showing should meet clients at the property and not drive the client to the property.
7. The listing agent must post the Posted Rules for Entry (C.A.R. Document PRE) at the entrance of the property. These Posted Rules for Entry or a link to them should be part of any online public and MLS listings.
8. Even though the client may have already been informed, real estate licensees should remind clients to maintain physical distancing during showings and to refrain from touching handles, switches, pulls, etc.
9. Real estate licensees or sellers/renters must open doorways or other areas of ingress and egress prior to in-person property showings to minimize clients touching surfaces. During a showing, introduce fresh outside air, for example by opening doors/windows, weather permitting, and operating ventilation systems.
10. All information must be delivered electronically. Discontinue providing handouts or other types of promotional or informational materials.

COVID-19 Sales Forms

Cleaning and Disinfecting the Property and Sanitation Products

1. The agent who shows the property shall follow cleaning and disinfecting protocols and provide sanitation products unless otherwise agreed. Where possible, do not clean floors by sweeping or other methods that can disperse pathogens into the air. Use a vacuum with a HEPA filter wherever possible.
2. Real estate licensees should ensure shown properties have proper sanitation products, including hand sanitizer, face coverings and disinfecting wipes, for use by visitors as needed. No showing should take place if these products are not available to those entering the property.
3. Shown properties should have commonly used surface areas cleaned and disinfected before and after each showing. Examples of commonly used surface areas are counters, door and cabinet handles, key lock boxes, keypads, toilets, sinks, light switches, etc. Disinfect mobility and safety fixtures on the property such as handrails and banisters, door knobs and locks.
4. No showing may occur unless the property is cleaned and disinfected before and after each showing. Sanitizers must be recognized by the CDC as effective in combatting COVID-19 (e.g., at least 60% ethanol or 70% isopropanol).

Rules for Every Visitor

1. Prior to entering a property, all persons must have already signed a Coronavirus Property Entry Advisory and Declaration - Visitor form (C.A.R. Form PEAD-V) and delivered a copy of that signed form to the listing agent.
2. By signing the PEAD-V, the visitor is agreeing to both the Posted Rules of Entry (C.A.R. Document PRE) and this Prevention Plan or other plan adopted by the Broker. This is required of everyone entering the property including prospective buyers, agents, inspectors, appraisers, contractors, etc.
3. All visitors must maintain six feet of physical distance between unrelated persons.
4. All visitors must wear face coverings. For individuals with disabilities who cannot wear a face covering or face shield, the showing agent will engage in the interactive process with the individual to discuss any available reasonable accommodations.
5. All visitors must use hand sanitizer or wash their hands immediately upon entry.
6. All visitors must avoid touching knobs, faucets, toilets and toilet handles, light switches, garage door opener buttons, handles and pulls, alarm system controls, fan pulls, remotes, thermostats, switchboxes, gates and gate latches, window locks and sashes, pool coverings, and other such items.


Rules for Sellers


If current occupants are present and/or participate during the showings, in accordance with their legal rights, they should adhere to the same standards regarding physical distancing and property cleaning and disinfecting protocols and promote a safe environment for all persons present.


ALL PERSONS ENTERING THIS PROPERTY AGREE TO THESE POSTED RULES


- **Prior to entering this property**, you must have already signed a Coronavirus Property Entry Advisory and Declaration form (C.A.R. Form PEAD) and delivered a copy of that signed form to the Listing Agent. The PEAD form is your agreement that you will take all reasonable and necessary precautions to protect yourself and others from the spread of COVID-19.

- You agree to the following:

 Washing your hands with soap and water or using hand sanitizer immediately upon entry and before touring or inspecting the property;

 Wearing a protective face covering;

 Practicing social distancing by keeping at least six feet between yourself and others, and not gathering in groups;

 Avoid touching surfaces or items in the property. All persons on property for in-person showings should avoid touching knobs, faucets, toilets and toilet handles, light switches, garage door opener buttons, handles and pulls, alarm system controls, fan pulls, remotes, thermostats, switchboxes, gates and gate latches, window locks and sashes, pool coverings, counters, door and cabinet handles, sinks, and other such items. If you believe it necessary to touch surfaces or items in the property, consider the risks of doing so.

- You will exercise care to protect yourself, and assess your own risks, by considering your age, underlying health conditions, recent travel, possible exposure to COVID-19, doctor's recommendations, and local, State and Federal recommendations. You agree and understand that it is your responsibility to evaluate the risks and protect yourself.

- You will follow all Federal, State, and local laws and Stay Home Orders, even though such laws and orders may be changing rapidly.

- **For the safety of all, you represent that:**

- o To the best of your knowledge, you are not currently afflicted with, and have not knowingly, within the last 14 days, been in contact with someone afflicted with, COVID-19;
- o You are not experiencing a fever, or signs of respiratory illness such as cough, shortness of breath or difficulty breathing, or other COVID-19 symptoms;
- o You understand that persons may be afflicted with COVID-19 and: (i) not exhibit symptoms; (ii) not be aware that they are afflicted or (iii) may not voluntarily agree to disclose their condition; and
- o You will inform Broker if, after the date this document is signed, there is a change in your health condition or knowledge that potentially puts others at risk.

THIS NOTICE IS POSTED TO COMPLY WITH THE REQUIREMENTS OF THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH. ADDITIONAL NOTICE OR ENTRY STANDARDS MAY BE REQUIRED BY LOCAL LAW.

© 2020, California Association of REALTORS®, Inc. Not subject to the C.A.R. User Protection Agreement.

C.A.R. Document PRE

COVID-19 Sales Forms

ALL VISITORS TO THE PROPERTY MUST ABIDE BY THE FOLLOWING RULES



WEAR A PROTECTIVE
FACE COVERING



WASH YOUR HANDS WITH SOAP
AND WATER OR USE HAND SANITIZER



AVOID TOUCHING KNOBS, FAUCETS, TOILETS AND TOILET
HANDLES, COUNTERS, LIGHT SWITCHES, AND OTHER SUCH ITEMS



PRACTICE SOCIAL DISTANCING BY KEEPING AT
LEAST SIX FEET BETWEEN YOURSELF AND OTHERS

© 2020, California Association of REALTORS®, Inc. Not subject to the C.A.R. User Protection Agreement.

**IF YOU ARE CURRENTLY AFFLICTED WITH, OR WITHIN
THE LAST 14 DAYS, HAVE BEEN IN CONTACT WITH
SOMEONE AFFLICTED WITH COVID-19, OR HAVE ANY
SYMPTOMS SUCH AS FEVER, COUGH OR DIFFICULTY
BREATHING, PLEASE DO NOT ENTER THE PROPERTY.**

C.A.R. Document PRE

CALIFORNIA ASSOCIATION of REALTORS®

COVID-19 Sales Forms



CALIFORNIA
ASSOCIATION
OF REALTORS®

CORONAVIRUS PROPERTY ENTRY ADVISORY AND DECLARATION – SELLER/OCCUPANT

(C.A.R. Form PEAD-S, 7/13/20)

(Seller's Broker shall Deliver to Buyer's Broker a Signed Copy of this form upon request.)

Property Address(es)

1. **RISKS OF EXPOSURE:** The Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is highly contagious. While people of all ages are at risk of catching COVID-19, persons with compromised immune systems and older persons may be at particular risk.
2. **GOVERNMENT ORDERS:** In order to reduce the spread of COVID-19, elected representatives and health officials from the State of California, as well as many California cities and counties have issued "Stay Home" Orders and other mandates and recommendations (collectively, "COVID-19 Directives"), limiting activities that can be engaged in by businesses and members of the public. Some city and county orders are more restrictive than, and may take precedence over, Federal and State guidelines.
3. **SELLER AND OCCUPANT ADVISORY:** Seller and occupant are advised that if you engage in any activities in violation of any COVID-19 Directives, you are acting against the advice of Broker. Brokers and Agents (i) will comply with COVID-19 Directives, notwithstanding any Party's instructions and (ii) will obey all Fair Housing laws while pursuing safe COVID-19 practices. Nothing contained in this form shall be construed to allow an activity that is otherwise prohibited by any law. You are required to take all reasonable steps necessary to protect yourself and others.
4. **SELLER OR OCCUPANT ACKNOWLEDGMENTS AND AUTHORIZATIONS:** (i) Seller or the occupant ("Signer") is voluntarily allowing someone to enter the Property; (ii) Signer has been advised that the Property shall be cleaned and disinfected before any persons are allowed to enter and after any such persons leave the Property. More information on cleaning and disinfecting can be found in the C.A.R. Best Practices Guidelines/Prevention Plan for Showings (C.A.R. Document BPPP); (iii) A set of rules for agents and entrants will be posted at the entrance of the Property and be clearly visible; and (iv) No written materials or brochures describing, advertising, or marketing the Property can be available on the Property; and (v) Signer authorizes Broker or agent to electronically deliver this form and any updates to it, and the above information, including the BPPP, to all entrants.
5. **SIGNER REPRESENTATIONS:**
 - A. You understand that allowing access to the Property (i) may be dangerous or unsafe and (ii) could expose you or others to COVID-19. You are voluntarily allowing access to the Property;
 - B. To the best of your knowledge, you are not currently afflicted with COVID-19;
 - C. To the best of your knowledge, you have not knowingly, within the last 14 days, been in contact with someone afflicted with, COVID-19;
 - D. You are not experiencing a fever, or signs of respiratory illness such as cough, shortness of breath or difficulty breathing, or other COVID-19 symptoms;
 - E. You understand that persons may be afflicted with COVID-19 and: (i) not exhibit symptoms, (ii) not be aware that they are afflicted or (iii) may not voluntarily agree to disclose their condition, and;
 - F. You will inform Broker if, after the date this document is signed, there is a change in your health condition or knowledge that potentially puts others at risk or invalidates the representations made in this document.
6. **MINOR OCCUPANTS:** Adult Signers acknowledge and agree that all Signer acknowledgments and Signer representations apply equally to any minors occupying the property as they do to Signer. All minors occupying the property shall be identified in paragraph 7.
7. **EXCEPTIONS TO REPRESENTATIONS AND ADDITIONAL TERMS:** _____
8. **AGREEMENT, DECLARATION AND ASSUMPTION OF RISK:** By signing below, you are declaring the foregoing is true, that you agree to take all recommended and reasonable actions to protect yourself and others from exposure to COVID-19, and that you ASSUME THE RISK, of allowing someone to enter the Property. You understand and agree that no one, including but not limited to real estate brokers and agents, can guarantee that you will not be exposed to or contract COVID-19.

By signing below, you, the Signer, the person allowing entry to the Property, acknowledge that you have read, understand, voluntarily agree to the foregoing, and have received a copy of this Coronavirus Property Entry Advisory and Declaration.

_____ (print name)	_____ (signature)	_____ Date
Person allowing entry: <input type="checkbox"/> Seller, <input type="checkbox"/> Occupant		
_____ (print name)	_____ (signature)	_____ Date
Person allowing entry: <input type="checkbox"/> Seller, <input type="checkbox"/> Occupant		
_____ (print name)	_____ (signature)	_____ Date
Person allowing entry: <input type="checkbox"/> Seller, <input type="checkbox"/> Occupant		

(For record keeping purposes only)

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS SIGNED PEAD-S FORM. (The initials below are not required but can be used as evidence that the initialing party has received the completed form.)

Broker/Agent for Buyer (_____)

Broker/Agent for Seller (_____)

Seller (_____) (_____)



CORONAVIRUS PROPERTY ENTRY ADVISORY AND DECLARATION - VISITOR

(C.A.R. Form PEAD-V, 7/13/20)

(A new declaration should be obtained from each visitor, each time they enter a property)
(May be used for more than one property visited on the date this form is signed, provided a copy is delivered to each Listing Broker/Property Manager.)

COVID-19 Sales Forms

Property Address(es)

- RISKS OF EXPOSURE:** The Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is highly contagious. While people of all ages are at risk of catching COVID-19, persons with compromised immune systems and older persons may be at particular risk.
- GOVERNMENT ORDERS:** In order to reduce the spread of COVID-19, elected representatives and health officials from the State of California, as well as many California cities and counties have issued "Stay Home" Orders and other mandates and recommendations (collectively, "COVID-19 Directives"), limiting activities that can be engaged in by businesses and members of the public. Some city and county orders are more restrictive than, and may take precedence over, Federal and State guidelines.
- VISITOR ADVISORY:** Visitors are advised that if you engage in any activities in violation of any COVID-19 Directives, you are acting against the advice of Broker. Brokers and agents (i) will comply with COVID-19 Directives, notwithstanding any Party's instructions and (ii) will obey all Fair Housing laws while pursuing safe COVID-19 practices. Nothing contained in this form shall be construed to allow an activity that is otherwise prohibited by any law. You are required to take all reasonable steps necessary to protect yourself and others.
- PURPOSE OF ENTRY:** The purpose of the entry is for either (i) viewing or inspecting a Property or performing an activity or providing services in furtherance of or to facilitate a real estate transaction or service, or (ii) allowing prospective purchasers or tenants to view or inspect the Property (Property may also be referred to as Premises in lease documents, and both carry the same meaning), making necessary or agreed repairs to the Property, or completing a pre-move-in or pre-move-out inspection of the Property, or other service in furtherance of a property management agreement.
- PROPERTY ENTRANT RULES:** Whether the person signing below is a prospective or actual buyer or tenant, real estate agent, or other person whose services facilitate the completion of a real estate transaction or lease/rental agreement or provide a property management or other service ("Signer"), Signer is voluntarily entering the Property. Signer agrees to take all reasonable and necessary precautions to protect Signer and others from the spread of COVID-19, including, but not limited to, the following ("Posted Rules of Entry"):
 - Following all Federal, State, and local laws and Stay at Home Orders, even though they may be changing rapidly;
 - Exercising care to protect yourself, and assessing your own risks, by considering your age, underlying health conditions, recent travel, possible exposure to COVID-19, doctor's recommendations, and local, State and Federal recommendations. You agree and understand that it is your responsibility to evaluate the risks and protect yourself;
 - Washing your hands with soap and water or using hand sanitizer, immediately upon entry and before touring or inspecting the Property. Remember to not touch your eyes, nose or mouth;
 - Wearing a protective face covering;
 - Practicing social distancing by keeping at least 6 feet between yourself and others. Do not gather in groups;
 - Avoiding touching knobs, faucets, toilets and toilet handles, light switches, garage door opener buttons, handles and pulls, alarm system controls, fan pulls, remotes, thermostats, switchboxes, gates and gate latches, window locks and sashes, pool coverings, counters, door and cabinet handles, sinks, and other such items, with the exception for trades or repair persons performing tasks requiring the touching of such items. If you believe it necessary to touch surfaces or items in the Property, consider the risks of doing so; and
- SIGNER ACKNOWLEDGMENTS AND AUTHORIZATIONS:**
 - No written materials or brochures describing, advertising, or marketing the Property will be available at the Property. Any such information needs to be obtained from broker or agent electronically;
 - A set of rules for agents and entrants will be posted at the entrance of the Property and are clearly visible and include pictograms "Posted Rules For Entry" (C.A.R. Document PRE);
 - Signer acknowledges that although others have been advised to clean and disinfect the Property before and after each showing, there is no guarantee that the cleaning removed any or all instances of the COVID-19 virus that may have been present;
 - Signer has been provided an electronic copy of, and agrees to the terms of, the ☒ Mandatory Government Showing Requirements, including Best Practices Guidelines and Prevention Plan (C.A.R. Document BPPP) or substantially equivalent document approved by Broker which has been provided to Visitor and the Posted Rules For Entry contained herein;
 - Signer can obtain online information about COVID-19 Directives from the California Departments of Public Health (CDPH) and Industrial Relations (Cal/OSHA) at the following locations: (i) <https://covid19.ca.gov/pdf/guidance-real-estate.pdf>; (ii) <https://covid19.ca.gov/pdf/checklist-real-estate.pdf>; and (iii) <https://www.dir.ca.gov/dosh/coronavirus/General-Industry.html>.
 - Signer authorizes Broker or agent to electronically deliver this form and any updates to it, to Seller and listing broker or agent.
- SIGNERS REPRESENTATIONS:**
 - You understand that accessing a property for any of the purposes above (i) may be dangerous or unsafe and (ii) could expose you or others to COVID-19. You are voluntarily accessing the property;
 - To the best of your knowledge, you are not currently afflicted with COVID-19;
 - To the best of your knowledge, you have not knowingly, within the last 14 days, been in contact with someone afflicted with COVID-19;
 - You are not experiencing a fever, or signs of respiratory illness such as cough, shortness of breath or difficulty breathing, or other COVID-19 symptoms;
 - You understand that persons may be afflicted with COVID-19 and: (i) not exhibit symptoms, (ii) not be aware that they are afflicted or (iii) may not voluntarily agree to disclose their condition.
 - You will inform Broker if, after the date this document is signed, there is a change in your health condition or knowledge that potentially puts others at risk or invalidates the representations made in this document.

- ACCOMPANYING MINORS:** Adult Signers acknowledge and agree that all Property entrant rules, Signer acknowledgments and Signer representations apply equally to any accompanying minors as they do to Signer. Signer is responsible for their care, safety, and conduct in the Property. Any accompanying minors shall be identified in paragraph 9.
- EXCEPTIONS TO REPRESENTATIONS AND ADDITIONAL TERMS:** _____

- AGREEMENT, DECLARATION AND ASSUMPTION OF RISK:** By signing below, you are declaring the foregoing is true, that you agree to take all recommended and reasonable actions to protect yourself and others from exposure to COVID-19, and that you ASSUME THE RISK, of entering the Property. You understand and agree that no one, including but not limited to real estate brokers and agents, can guarantee that you will not be exposed to or contract COVID-19.

By signing below, you, the Signer, the person entering the Property, acknowledge that you have read, understand, voluntarily agree to the foregoing and will adhere to the Posted Rules For Entry, and have received a copy of this Coronavirus Property Entry Advisory and Declaration - Visitor.

(print name) (signature) Date

Person entering Property: ☐ Buyer, ☐ Tenant/Lessee, ☐ Broker/Agent (DRE# _____), ☐ Other Entrant

(print name) (signature) Date

Person entering Property: ☐ Buyer, ☐ Tenant/Lessee, ☐ Broker/Agent (DRE# _____), ☐ Other Entrant

(print name) (signature) Date

Person entering Property: ☐ Buyer, ☐ Tenant/Lessee, ☐ Broker/Agent (DRE# _____), ☐ Other Entrant

(For record keeping purposes only)

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS SIGNED PEAD-V FORM. (The initials below are not required but can be used as evidence that the initialing party has received the completed form.)

Broker/Agent for Buyer/Tenant/Lessee (____)(____)

Broker/Agent for Seller/Landlord/Lessor (____)(____)

Seller/Landlord/Lessor (____)(____)

COVID-19 Lease Forms

Property Address(es) _____

- RISKS OF EXPOSURE:** The Coronavirus (COVID-19) pandemic is a worldwide risk to human health. COVID-19 is highly contagious. While people of all ages are at risk of catching COVID-19, persons with compromised immune systems and older persons may be at particular risk.
- GOVERNMENT ORDERS:** In order to reduce the spread of COVID-19, elected representatives and health officials from the State of California, as well as many California cities and counties have issued "Stay Home" Orders and other mandates and recommendations (collectively, "COVID-19 Directives"), limiting activities that can be engaged in by businesses and members of the public. Some city and county orders are more restrictive than, and may take precedence over, Federal and State guidelines.
- OWNER AND OCCUPANT ADVISORY:** Owner and occupant/tenant are advised that if you engage in any activities in violation of any COVID-19 Directives, you are acting against the advice of Broker. Brokers and Agents (i) will comply with COVID-19 Directives, notwithstanding any Party's instructions and (ii) will obey all Fair Housing laws while pursuing safe COVID-19 practices. Nothing contained in this form shall be construed to allow an activity that is otherwise prohibited by any law. You are required to take all reasonable steps necessary to protect yourself and others.
- OWNER OR OCCUPANT ACKNOWLEDGMENTS AND AUTHORIZATIONS:**
 - Owner or occupant/tenant ("Signer") is voluntarily allowing someone to enter the Premises;
 - The purpose of the entry is for allowing prospective purchasers or tenants to view or inspect the Premises, for making necessary or agreed repairs to the Premises, or for completing a pre-move-in or pre-move-out inspection of the Premises, or other service in furtherance of a property management agreement;
 - Signer has been advised that the Property shall be cleaned and disinfected before any persons are allowed to enter and after any such persons leave the Property. More information on cleaning and disinfecting can be found in the ☒ C.A.R. Best Practices Guidelines/Prevention Plan for Showings (C.A.R. Document BPPP);
 - A set of rules for agents and entrants will be posted at the entrance of the Property and be clearly visible;
 - No written materials or brochures describing, advertising, or marketing the Property can be available on the Property. Signer authorizes Broker or agent to make such information available to entrants electronically; and
 - Signer authorizes Broker or agent to electronically deliver this form and any updates to it, and the above information including the BPPP, to all entrants.
- SIGNER REPRESENTATIONS:**
 - You understand that allowing access to the Property (i) may be dangerous or unsafe and (ii) could expose you or others to COVID-19. You are voluntarily allowing access to the Premises;
 - To the best of your knowledge, you are not currently afflicted with COVID-19;
 - To the best of your knowledge, you have not knowingly, within the last 14 days, been in contact with someone afflicted with, COVID-19;
 - You are not experiencing a fever, or signs of respiratory illness such as cough, shortness of breath or difficulty breathing, or other COVID-19 symptoms;
 - You understand that persons may be afflicted with COVID-19 and: (i) not exhibit symptoms, (ii) not be aware that they are afflicted or (iii) may not voluntarily agree to disclose their condition; and
 - You will inform Broker if, after the date this document is signed, there is a change in your health condition or knowledge that potentially puts others at risk or invalidates the representations made in this document.
- MINOR OCCUPANTS:** Adult Signers acknowledge and agree that all Signer acknowledgments and Signer representations apply equally to any minors occupying the property as they do to Signer. All minors occupying the property shall be identified in paragraph 7.
- EXCEPTIONS TO REPRESENTATIONS AND ADDITIONAL TERMS:** _____

8. **AGREEMENT, DECLARATION AND ASSUMPTION OF RISK:** By signing below, you are declaring the foregoing is true, that you agree to take all recommended and reasonable actions to protect yourself and others from exposure to COVID-19, and that you ASSUME THE RISK of allowing someone to enter the Property. You understand and agree that no one, including but not limited to real estate brokers and agents, can guarantee that you will not be exposed to or contract COVID-19.

By signing below, you, the Signer, the person allowing entry to the Property, acknowledge that you have read, understand, voluntarily agree to the foregoing, and have received a copy of this Coronavirus Lease/Rental Property Entry Advisory and Declaration - Owner/Occupant.

_____	_____	_____
(print name)	(signature)	Date
Person allowing entry: <input type="checkbox"/> Landlord/Lessor, <input type="checkbox"/> Tenant/Lessee, or <input type="checkbox"/> Occupant		
_____	_____	_____
(print name)	(signature)	Date
Person allowing entry: <input type="checkbox"/> Landlord/Lessor, <input type="checkbox"/> Tenant/Lessee, or <input type="checkbox"/> Occupant		
_____	_____	_____
(print name)	(signature)	Date
Person allowing entry: <input type="checkbox"/> Landlord/Lessor, <input type="checkbox"/> Tenant/Lessee, or <input type="checkbox"/> Occupant		
(For record keeping purposes only)		

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS SIGNED PEAD-LR FORM. (The initials below are not required but can be used as evidence that the initialing party has received the completed form.)

Broker/Agent for Tenant/Lessee (____)(____)

Broker/Agent for Landlord/Lessor (____)(____)

Landlord/Lessors (____) (____)



NOTICE TO TENANT OF COVID-19 TENANT RELIEF ACT OF 2020

(C.A.R. Form NTRA, 9/9/20)

COVID-19 Lease Forms

To: _____ ("Tenant")
and any other occupant(s) in possession of the premises located at: _____ (Street Address)
(Unit/Apartment #) _____ (City) _____ (State) _____ (Zip Code)
("Premises"). Other notice address if different from Premises above: _____

"NOTICE FROM THE STATE OF CALIFORNIA: The California Legislature has enacted the COVID-19 Tenant Relief Act of 2020 which protects renters who have experienced COVID-19-related financial distress from being evicted for failing to make rental payments due between March 1, 2020, and January 31, 2021.

"COVID-19-related financial distress" means any of the following:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to the health impact of the COVID-19 pandemic.
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit your ability to earn income.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
6. Other circumstances related to the COVID-19 pandemic that have reduced your income or increased your expenses.

This law gives you the following protections:

1. If you failed to make rental payments due between March 1, 2020, and August 31, 2020, because you had decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted based on this nonpayment.
2. If you are unable to pay rental payments that come due between September 1, 2020, and January 31, 2021, because of decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted if you pay 25 percent of the rental payments missed during that time period on or before January 31, 2021.

You must provide, to your landlord, a declaration under penalty of perjury of your COVID-19-related financial distress attesting to the decreased income or increased expenses due to the COVID-19 pandemic to be protected by the eviction limitations described above. Before your landlord can seek to evict you for failing to make a payment that came due between March 1, 2020, and January 31, 2021, your landlord will be required to give you a 15-day notice that informs you of the amounts owed and includes a blank declaration form you can use to comply with this requirement.

If your landlord has proof of income on file which indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020, your landlord may also require you to provide documentation which shows that you have experienced a decrease in income or increase in expenses due to the COVID-19 pandemic. Your landlord must tell you in the 15-day notice whether your landlord is requiring that documentation. Any form of objectively verifiable documentation that demonstrates the financial impact you have experienced is sufficient, including a letter from your employer, an unemployment insurance record, or medical bills, and may be provided to satisfy the documentation requirement.

It is very important you do not ignore a 15-day notice to pay rent or quit or a notice to perform covenants or quit from your landlord. If you are served with a 15-day notice and do not provide the declaration form to your landlord before the 15-day notice expires, you could be evicted. You could also be evicted beginning February 1, 2021, if you owe rental payments due between September 1, 2020, and January 31, 2021, and you do not pay an amount equal to at least 25 percent of the payments missed for that time period.

*For information about legal resources that may be available to you, visit lawhelpca.org.
[Code of Civil Procedure Section 1179.04(a).]*

Landlord _____ Date _____
(Owner or Agent)

Landlord _____ Date _____
(Owner or Agent)

Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by _____ on _____ (date)
In the following manner:

Service may be made in any of the following methods. Emailing this notice does not satisfy the requirements of California law.

- A. ☐ **Mail:** A copy of the Notice was mailed to the above-named Tenant at the Premises, or other notice address above.
- OR B. **Service pursuant to §1162 of the Code of Civil Procedure: Service attempts must be made in the following order, B1, then B2, then B3.**
1. ☐ **Personal service:** A copy of the Notice was personally delivered to the above-named Tenant.
 2. ☐ **Substituted service (If Tenant is absent from Tenant's residence or usual place of business):** A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed by first class mail, postage prepaid, to the Tenant at the Premises.
 3. ☐ **Posting and Mailing (May be used only if the Tenant's residence or usual place of business cannot be ascertained or if known then only if no person of suitable age and discretion can be found at those locations):** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed by first class mail, postage prepaid, to the Tenant at the Premises.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of person serving Notice) _____ (Date) _____

(Print Name) _____

COVID-19 Lease Forms



CALIFORNIA
ASSOCIATION
OF REALTORS®

CENTERS FOR DISEASE CONTROL COVID-19 TENANT DECLARATION

(C.A.R. Form CDC-TD, 9/9/20)

To: _____ ("Landlord or Manager")
of the premises located at: _____ (Street Address)
_____, _____ (Unit/Apartment #) _____ (City) _____ (State) _____ (Zip Code) ("Premises").

DECLARATION UNDER PENALTY OF PERJURY FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION'S TEMPORARY HALT IN EVICTIONS TO PREVENT FURTHER SPREAD OF COVID-19

This declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's order you must provide a copy of this declaration to your landlord, owner of the residential property where you live, or other person who has a right to have you evicted or removed from where you live. Each adult listed on the lease, rental agreement, or housing contract should complete this declaration. Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through December 31, 2020. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment. This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information.

I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the foregoing are true and correct:

- I have used best efforts to obtain all available government assistance for rent or housing¹;*
- I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the U.S. Internal Revenue Service, or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;*
- I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary² out-of-pocket medical expenses;*
- I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;*
- If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.³*
- I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.*
- I further understand that at the end of this temporary halt on evictions on December 31, 2020, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws.*

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Tenant or Adult Resident _____ Date _____

Signature of Declarant

Tenant or Adult Resident _____ Date _____

Signature of Declarant

¹ "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member.

² An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year.

³ "Available housing" means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate Federal, State, or local occupancy standards and that would not result in an overall increase of housing cost to you.

Revised.

3-day notice to pay or quit

3-day notice to cure or perform covenant

New.

15-day notice to pay or quit (protected period)

15-day notice to pay or quit (transition period)

15-day notice to pay monetary covenant (protected period)

15-day notice to pay monetary covenant (transition period)

Tenant Declaration of COVID-19 Related Financial Distress

Coronavirus Unpaid Rent Repayment Agreement

Coronavirus Rent Forgiveness, Termination of Tenancy and

Possession of Premises Agreement

Coronavirus Unpaid Rent Calculation

June 2020 Release Forms



CALIFORNIA
ASSOCIATION
OF REALTORS®

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (CALIFORNIA CIVIL CODE §1102, ET SEQ.) (C.A.R. Form TDS, Revised 6/20)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF _____, COUNTY OF _____, STATE OF CALIFORNIA, DESCRIBED AS _____.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) _____. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- ☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.
☐ Additional inspection reports or disclosures: _____

☐ No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller ☐ is ☐ is not occupying the property.

A. The subject property has the items checked below: *

- | | | |
|--|---|---|
| <input type="checkbox"/> Range | <input type="checkbox"/> Wall/Window Air Conditioning | <input type="checkbox"/> Pool: |
| <input type="checkbox"/> Oven | <input type="checkbox"/> Sprinklers | <input type="checkbox"/> Child Resistant Barrier |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Public Sewer System | <input type="checkbox"/> Pool/Spa Heater: |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Septic Tank | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Sump Pump | <input type="checkbox"/> Water Heater: |
| <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Water Softener | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input type="checkbox"/> Washer/Dryer Hookups | <input type="checkbox"/> Patio/Decking | <input type="checkbox"/> Water Supply: |
| <input type="checkbox"/> Rain Gutters | <input type="checkbox"/> Built-in Barbecue | <input type="checkbox"/> City <input type="checkbox"/> Well |
| <input type="checkbox"/> Burglar Alarms | <input type="checkbox"/> Gazebo | <input type="checkbox"/> Private Utility or |
| <input type="checkbox"/> Carbon Monoxide Device(s) | <input type="checkbox"/> Security Gate(s) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Garage: | <input type="checkbox"/> Gas Supply: |
| <input type="checkbox"/> Fire Alarm | <input type="checkbox"/> Attached <input type="checkbox"/> Not Attached | <input type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank) |
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Carport | <input type="checkbox"/> Window Screens |
| <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Automatic Garage Door Opener(s) | <input type="checkbox"/> Window Security Bars |
| <input type="checkbox"/> Intercom | <input type="checkbox"/> Number Remote Controls _____ | <input type="checkbox"/> Quick Release Mechanism on |
| <input type="checkbox"/> Central Heating | <input type="checkbox"/> Sauna | <input type="checkbox"/> Bedroom Windows |
| <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Hot Tub/Spa: | <input type="checkbox"/> Water-Conserving Plumbing Fixtures |
| <input type="checkbox"/> Evaporator Cooler(s) | <input type="checkbox"/> Locking Safety Cover | |
| Exhaust Fan(s) in _____ | 220 Volt Wiring in _____ | Fireplace(s) in _____ |
| <input type="checkbox"/> Gas Starter | <input type="checkbox"/> Roof(s): Type: _____ | Age: _____ (approx.) |
| <input type="checkbox"/> Other: _____ | | |

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☐ Yes ☐ No. If yes, then describe. (Attach additional sheets if necessary): _____

(*see note on page 2)

June 2020 Release Forms



PROPERTY VISIT AND OPEN HOUSE ADVISORY

(C.A.R. Form PVOH, 6/20)

RISKS OF VISITING AND VIEWING PROPERTIES

- 1. RECORDING DEVICES:** Audio or video recording devices or both may be present on any property that is being visited or viewed and such devices may be located BOTH INSIDE AND OUTSIDE of the main dwelling and any outbuilding or accessory unit or structure on the property. There may or may not be any notices of the presence of such devices posted on the property. Seller may or may not be aware of all features on such devices. Such devices may be capable of recording visitor's conduct, conversations, and utterances, and more. Accordingly, Seller may be able to determine visitor's impressions of the property and its condition, negotiation strategy, and the content of any discussions visitor has with visitor's broker or others regarding the price, terms and conditions of an offer to be made and visitor's ability and willingness to agree to something else. Visitor is advised to be alert for the presence of such devices and to take the possibility of the presence of such devices into account during their viewing of the open house.
- 2. VISITOR SAFETY:** Visitor is advised to be aware and watchful of conditions on any property. Visitor is most likely to be unfamiliar with the property's terrain, layout, elevation changes, stairway or step structure, handrails, or lack thereof, and other features. Visitor may be requested to remove shoes or to put on protective foot coverings ("booties") before entering the Property. If so, visitor, needs to exercise additional caution both putting on foot coverings or removing shoes, as well as walking around in socks or foot coverings because they **may not have adequate traction** on smooth surfaces which could result in slips and falls.
- 3. ANIMALS OR PETS:** Visitor is advised to use caution around animals or pets because they may be a source of allergies or exhibit dangerous or unpredictable behavior despite appearances to the contrary.
- 4. ACCOMPANYING MINORS:** Visitor is advised to watch any accompanying minors. Visitor is responsible for their care, safety, and conduct in the Property.
- 5. RISK OF INJURY:** Upon entering any property visitor acknowledges the risk of injury resulting from unfamiliarity with the property. Visitor is advised to exercise caution. Visitor agrees to ASSUME THE RISK of entering the property.

By signing below, Visitor acknowledges that Visitor has read, understands, and received a copy of this Advisory.

VISITOR _____ Date _____
(print name) (signature)

VISITOR _____ Date _____
(print name) (signature)

June 2020 Release Forms



SQUARE FOOTAGE AND LOT SIZE DISCLOSURE AND ADVISORY

(C.A.R. Form SFLS, 6/20)

Property Address: _____ ("Property")

- 1. DIFFERENT SOURCES OF SQUARE FOOTAGE MEASUREMENTS:** Measurements of structures vary from source to source and that data is often contradictory. There is no one "official" size source or a "standard" method of calculating exterior structural size, interior space or square footage. Buyers should not rely on any advertised or disclosed square footage measurements and should retain their own experts to measure structural size and/or square footage during their contingency period, if any. This is especially important if Buyers are using square footage to determine whether to purchase the Property and/or are using a price per square foot to determine purchase price. Price per square foot calculations are generally broad estimates only, which can vary greatly depending upon property location, type of property and amenities; such calculations should not be relied upon by Buyers and the accuracy of any such figures should be independently verified by Buyers with their own experts including, but not limited to, a licensed appraiser.
- 2. PROPERTY (LOT) SIZE, DIMENSIONS, CONFIGURATIONS, AND BOUNDARIES:** Fences, hedges, walls, retaining walls, and other barriers or markers may not correspond with any legally-defined property boundaries, and existing structures or amenities may not be located within the actual property boundaries or local setback requirements. If lot size, dimensions, property configurations, boundary lines, and locations of improvements are important to Buyers' decision to purchase or the price Buyers are willing to pay, then Buyers should independently investigate by retaining the services of a licensed surveyor, the only professional who can accurately determine lot dimensions, boundary locations and acreage for the Property.
- 3. MEASUREMENTS AND SOURCES:** Any square footage and/or lot size numbers inserted into the spaces below were taken from the referenced source and may be approximations only. Other measurement sizes may exist from other sources.

Source of Information	Sq. Footage	Lot Size	Additional Information	If checked, report attached
Public Record				<input type="checkbox"/>
Multiple Listing Service				<input type="checkbox"/>
Seller			Measurement comes from the following source: _____	<input type="checkbox"/>
Appraisal #1				<input type="checkbox"/>
Appraisal #2				<input type="checkbox"/>
Condominium Map/Plan				<input type="checkbox"/>
Architectural Drawings				<input type="checkbox"/>
Floor Plan/Drawings				<input type="checkbox"/>
Survey				<input type="checkbox"/>
Other				<input type="checkbox"/>
Other				<input type="checkbox"/>

- 4. BROKER OBLIGATIONS:** Brokers and Agents do not have expertise in determining the exact square footage and lot size. Any numerical statements regarding square footage, room dimensions, lot size, and boundaries have not been verified by Seller or Broker. Fences, hedges, walls, retaining walls, and other barriers or markers do not necessarily identify the true Property boundaries. Broker has not and will not verify the accuracy of any of these measurements.
- 5. IF ANY OF THESE MEASUREMENTS ARE MATERIAL TO YOU, YOU ARE STRONGLY ADVISED TO INVESTIGATE THE VALIDITY AND ACCURACY OF ANY MEASUREMENTS PROVIDED TO YOU HEREIN OR OTHERWISE. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS AND AGENTS.**

By signing below, Buyer and Seller acknowledge that they have read, understand, and have received a Copy of this Disclosure and Advisory. The parties are encouraged to read it carefully.

Seller represents that Seller is not aware of any other measurements of the Property.

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



C.A.R. Forms Release

▶▶ C.A.R. October 2020 Special Release

- Fair Housing and Discrimination Advisory

▶▶ C.A.R. December 2020 New and Revised Forms

- Home Hardening and Defensible Space Disclosure and Advisory
- Contingency for the Sale of Buyer's Property

Resources

- ▶▶ CDPH/CalOSHA Real Estate Industry Guidance
 - <https://covid19.ca.gov/pdf/guidance-real-estate.pdf>
- ▶▶ COVID-19 Checklist for Real Estate Transactions
 - covid19.ca.gov/pdf/checklist-real-estate.pdf
- ▶▶ CalOSHA Workplace Guidance
 - <https://www.dir.ca.gov/dosh/coronavirus/General-Industry.html>
- ▶▶ COVID-19 Tenant Relief Act of 2020
 - [Assembly Bill 3088. 9/1/20](#)
- ▶▶ Centers For Disease Control Emergency Order Re: Temporary Halt in Residential Evictions
 - [federalregister.gov/d/2020-19654](https://www.federalregister.gov/d/2020-19654)
- ▶▶ Real Estate Transfer Disclosure Statement
 - [Civil Code Section 1102.6. AB 892](#)
- ▶▶ Home Fire Hardening
 - [Civil Code Section 1102.6f. AB 38, 10/2/19](#)
- ▶▶ Defensible Space Disclosure
 - [Civil Code Section 1102.19. Public Resources Code Section 4291. AB 38, 10/2/19](#)

Questions????

