



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

For Use With Single Family Residential Property — Attached or Detached (C.A.R. Form RPA-CA, Revised 4/10)

Date \_\_\_\_\_

1. OFFER:

- A. THIS IS AN OFFER FROM \_\_\_\_\_ ("Buyer").
B. THE REAL PROPERTY TO BE ACQUIRED is described as Sample Purchase Contract, Any City, CA
C. THE PURCHASE PRICE offered is \_\_\_\_\_ (Dollars \$ \_\_\_\_\_).
D. CLOSE OF ESCROW shall occur on \_\_\_\_\_ (date) (or \_\_\_\_\_ Days After Acceptance).

2. AGENCY:

- A. DISCLOSURE: Buyer and Seller each acknowledge prior receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal.
C. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
Listing Agent \_\_\_\_\_ (Print Firm Name) is the agent of (check one): [ ] the Seller exclusively; or [ ] both the Buyer and Seller.
Selling Agent \_\_\_\_\_ (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): [ ] the Buyer exclusively; or [ ] the Seller exclusively; or [ ] both the Buyer and Seller.

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ \_\_\_\_\_.
(1) Buyer shall deliver deposit directly to Escrow Holder by personal check, [ ] electronic funds transfer, [ ] Other \_\_\_\_\_ within 3 business days after acceptance (or [ ] Other \_\_\_\_\_);
OR (2) (If checked) [ ] Buyer has given the deposit by personal check (or [ ] \_\_\_\_\_) to the agent submitting the offer (or to [ ] \_\_\_\_\_), made payable to \_\_\_\_\_. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder (or [ ] into Broker's trust account) within 3 business days after Acceptance (or [ ] Other \_\_\_\_\_).
B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ \_\_\_\_\_ within \_\_\_\_\_ Days After Acceptance, or [ ] \_\_\_\_\_.
If a liquidated damages clause is incorporated into this Agreement, Buyer and Seller shall sign a separate liquidated damages clause (C.A.R. Form RID) for any increased deposit at the time it is deposited.
C. LOAN(S):
(1) FIRST LOAN: in the amount of \$ \_\_\_\_\_.
This loan will be conventional financing or, if checked, [ ] FHA, [ ] VA, [ ] Seller (C.A.R. Form SFA), [ ] assumed financing (C.A.R. Form PAA), [ ] Other \_\_\_\_\_. This loan shall be at a fixed rate not to exceed \_\_\_\_\_ % or, [ ] an adjustable rate loan with initial rate not to exceed \_\_\_\_\_ %. Regardless of the type of loan, Buyer shall pay points not to exceed \_\_\_\_\_ % of the loan amount.
(2) [ ] SECOND LOAN: in the amount of \$ \_\_\_\_\_.
This loan will be conventional financing or, if checked, [ ] Seller (C.A.R. Form SFA), [ ] assumed financing (C.A.R. Form PAA), [ ] Other \_\_\_\_\_. This loan shall be at a fixed rate not to exceed \_\_\_\_\_ % or, [ ] an adjustable rate loan with initial rate not to exceed \_\_\_\_\_ %. Regardless of the type of loan, Buyer shall pay points not to exceed \_\_\_\_\_ % of the loan amount.
(3) FHA/VA: For any FHA or VA loan specified above, Buyer has 17 (or [ ] \_\_\_\_\_) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or repair. Seller has no obligation to pay for repairs or satisfy lender requirements unless otherwise agreed in writing.
D. ADDITIONAL FINANCING TERMS: \_\_\_\_\_
E. BALANCE OF PURCHASE PRICE OR DOWN PAYMENT: in the amount of \$ \_\_\_\_\_ to be deposited with Escrow Holder within sufficient time to close escrow.
F. PURCHASE PRICE (TOTAL): \$ \_\_\_\_\_

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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

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Agent: Janice Lee Phone: 626.943.7303 Fax: 626.300.9022 Prepared using zipForm® software
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5. **ROOF:** Present condition, age, leaks, and remaining useful life. (Roofing contractors are best suited to determine these conditions.)
6. **POOL/SPA:** Cracks, leaks or operational problems. (Pool contractors are best suited to determine these conditions.)
7. **WASTE DISPOSAL:** Type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
8. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components.
9. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants). (For more information on these items, you may consult an appropriate professional or read the booklets "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants," "Protect Your Family From Lead in Your Home" or both.)
10. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and possibility of the Property to flood. (A Geologist or Geotechnical Engineer is best suited to provide information on these conditions.)
11. **FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary by the location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies. (An insurance agent is best suited to provide information on these conditions.)
12. **BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, and other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development, or size. (Such information is available from appropriate governmental agencies and private information providers. Brokers are not qualified to review or interpret any such information.)
13. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants; and the right of a landlord to terminate tenancy. Locks, bolts or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they meet applicable legal requirements. (Government agencies can provide information about these restrictions and other requirements.)
14. **SECURITY AND SAFETY:** State and local Law may require installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. (Local government agencies can provide information about these restrictions and other requirements.)
15. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS AND PERSONAL FACTORS:** Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, demographics, the presence of registered felons or offenders, fire protection, other government services, availability, adequacy, or reliability of any services, wired, wireless internet connections or other telecommunications or other technology services and facilities, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazardous or circumstances, protected species, wetland properties, botanical diseases, historic or other environmentally protected sites or movements, cemeteries, facilities and condition of common areas of common interest subdivisions, possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences, and sensitivity to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

Buyer and Seller acknowledge and agree that the Broker: (i) Does not guarantee what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the accuracy, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects in the Property, in common areas, or offsite unless such defects are visually observable by an inspection of readily accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the Property or use of the Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying acre footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, signs or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller. The Broker shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate brokerage activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing this form, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

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

