



EQUITY PURCHASE AGREEMENT
(Equity Purchase Transaction with Short Sale Contingency)

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

NOTE: This form is used by a buyer agent for a non-occupying buyer to acquire an interest in an owner-occupied one-to-four unit residential property in foreclosure when a mortgage payoff is discounted, to prepare an offer complying with rules for an equity purchase transaction containing a short sale contingency provision.

DATE: _____, 20____, at _____, California.
Items left blank or unchecked are not applicable.

FACTS:

1. Received from _____, as the Buyer(s),
 - 1.1 The sum of \$ _____, evidenced by personal check, or _____, payable to _____, for deposit only on acceptance of this offer.
 - 1.2 Deposit is applied toward Buyer's obligations under this agreement to purchase property
 - 1.3 situated in the City of _____, County of _____, California,
 - 1.4 referred to as _____,
 - 1.5 including personal property, see attached Personal Property Inventory. [See RPI Form 256]
 - 1.6 The interest acquired is fee simple, unless leasehold or _____.
2. This agreement comprises this six-page form and _____ pages of addenda/attachments. [See RPI Form 154]

TERMS: Buyer to pay the purchase price as follows:

3. Cash payment through escrow, including deposits, in the amount of..... \$ _____
 - 3.1 Other consideration paid through escrow _____ \$ _____
4. Buyer to obtain a trust deed mortgage in the amount of..... \$ _____ payable approximately \$ _____ monthly for a period of _____ years. Interest on closing not to exceed _____, ARM. Mortgage points not to exceed _____.
5. Take title subject to, or assume a mortgage with an unpaid principal balance of..... \$ _____
 - 5.1 See attached terms of the existing mortgage. [See RPI Form 154-4]
 - 5.2 The unpaid principal balance includes delinquent payments, late charges and foreclosure costs and is the responsibility of Buyer in the amount of \$ _____, including unpaid delinquent monthly payments beginning with the payment due _____, 20_____.
 - 5.3 The impound account is transferred without charge.
6. At closing, mortgage balance differences from those stated above as disclosed by a beneficiary statement(s) are adjusted into the purchase price unless the balances exceed the amount stated, in which case the difference is adjusted into cash payment.
7. Assume an improvement or solar bond lien with an unpaid principal balance of..... \$ _____
8. Purchase Price is \$ _____
 - 8.1 Seller to pay the Buyer Broker fee through escrow in the amount of..... \$ _____
 - a. The party wrongfully preventing the intended conveyance to pay the fee.
 - 8.2 Attached is the Agency Law Disclosure. [See RPI Form 305]

9. ACCEPTANCE AND PERFORMANCE:

- 9.1 This offer is deemed revoked unless accepted in writing within _____ days after date, and acceptance personally delivered or emailed to Offeror or Offeror's Broker within this period.
- 9.2 After acceptance, Broker(s) are authorized to extend any performance date up to one month.
- 9.3 Any termination of the agreement is by written Notice of Cancellation timely delivered to the other party, the other party's Broker or escrow, with instructions to escrow to return all instruments and funds to the parties depositing them. [See RPI Form 183]
- 9.4 On the inability of Buyer to obtain or assume financing as agreed by the date scheduled for closing, Buyer may terminate the agreement.
- 9.5 Buyer's close of escrow is conditioned on Buyer's prior or concurrent closing on a sale of other property, commonly referred to as _____.
- 9.6 Both parties reserve their rights to assign and agree to cooperate in effecting an Internal Revenue Code §1031 exchange prior to close of escrow on either party's written notice. [See RPI Form 171 or 172-2]

- 9.7 Before an action is filed on a dispute arising out of this agreement which remains unresolved after 30 days of informal negotiations, the parties agree to enter into non-binding mediation administered by a neutral dispute resolution organization to settle the dispute.
- 9.8 When Buyer breaches the agreement, Buyer's monetary liability to Seller is limited to \$ _____, or the deposit received in Section 1.

10. PROPERTY CONDITIONS:

Check applicable provisions.

- 10.1 Seller to furnish prior to closing:
- a structural pest control inspection report and certification of clearance of corrective conditions.
 - a home inspection report prepared by an insured home inspector showing the land and improvements are free of material defects.
 - a one-year home warranty policy:
Insurer _____
Coverage _____
 - a certificate of occupancy, or other clearance or retrofitting, required by local ordinance for the transfer of possession or title.
 - a certification by a licensed contractor stating the sewage disposal system is functioning properly, and when it contains a septic tank, is not in need of pumping.
 - a certification by a licensed water testing lab stating the well supplying the property meets potable water standards.
 - a certification by a licensed well-drilling contractor stating the well supplying the property produces a minimum of _____ gallon(s) per minute.
 - Energy Audit Report stating the rating for the property's improvements is no greater than ____.
 - _____
- 10.2 Seller to maintain the property in good condition until possession is delivered.
- 10.3 Complying smoke detector(s) and water heater bracing exist, and when not, Seller to install.
- 10.4 Fixtures and fittings attached to the property include but are not limited to: window shades, blinds, light fixtures, plumbing fixtures, curtain rods, wall-to-wall carpeting, draperies, hardware, antennas, air coolers and conditioners, solar equipment, surveillance equipment, trees, shrubs, mailboxes and other similar items.
- 10.5 Possession of the property and keys/access codes are delivered: on close of escrow, or as stated in the attached Occupancy Agreement. [See RPI Forms 271 and 272]
- 10.6 Buyer acknowledges prior receipt and review of a booklet and related disclosures containing:
- Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants* (on all one-to-four units) [See RPI Form 316-1]
 - Protect Your Family from Lead in Your Home* (on all pre-1978 one-to-four units) [See RPI Form 313]
 - The Homeowner's Guide to Earthquake Safety* (on all pre-1960 one-to-four units) [See RPI Form 315]

11. DUE DILIGENCE CONTINGENCIES:

Check applicable provisions.

Seller to hand Buyer copies, or make available for Buyer's review, each of the following checked items as soon as reasonably practicable after entry into this agreement.

Within _____ days after Buyer receipt or the occurrence of any of the following checked items, Buyer may terminate the agreement based on Buyer's reasonable disapproval of the checked item. [See RPI Form 183]

- 11.1 Seller's Condition of Property Disclosure – Transfer Disclosure Statement (TDS). [See RPI Form 304]
- Buyer may, alternatively to termination or cancellation, deliver to Seller or Seller Broker a written notice itemizing any material defects disclosed by the statement and unknown to Buyer prior to acceptance, in which event Seller is to repair, replace or correct the noticed defects prior to closing. [See RPI Form 269]
 - On Seller's failure to repair, replace or correct noticed defects under §11.1a, Buyer may tender the purchase price reduced by the cost to repair, replace or correct the noticed defects, or close escrow and pursue available remedies.
- 11.2 See attached Due Diligence Contingencies Addendum for additional checked items to be handed to Buyer. [See RPI Form 279]
- 11.3 See attached Homeowners' Association (HOA) Addendum for additional checked items to be handed to Buyer. [See RPI Form 309]

12. MORTGAGE DISCOUNT CONDITION (SHORT SALE CONTINGENCY):

- 12.1** Close of escrow under this agreement is conditioned on Seller obtaining payoff demands at a discount from the lienholders of record in full satisfaction of all amounts owed them.
- a. The discounts are amounts which collectively allow Seller to fully perform on this agreement and escrow instructions without the need for escrow to call for funds from Seller to close escrow.
 - b. Seller on opening escrow to promptly request payoff demands from the lienholders, directly or through escrow, and diligently assist each lienholder in their analysis of their discount and processing of their payoff demand by providing them with information and documentation on themselves and this transaction
- 12.2** After _____, 20_____, this agreement may be terminated by either Buyer or Seller when Seller is unable to obtain written payoff demands, or consent from the lienholders, to accept Seller's proceeds from this transaction which remain after disbursement of all costs incurred by Seller in the full performance of this agreement and escrow instructions. [See RPI Form 183]
- 12.3** Seller may accept backup offers contingent on the cancellation of this agreement.
- a. When backup offers are received, seller to submit them to the lienholders for payoff demands which may be accepted by the lienholders in lieu of a payoff demand on escrow complying with this agreement.
 - b. When lienholders submit a written payoff demand in a backup offer acceptable to Seller, Seller may terminate this agreement. [See RPI Form 183]
- 12.4** Seller understands a discount by a lienholder in full satisfaction of the debt owed will likely have consequences on the Seller's creditworthiness and income tax reporting, and other unforeseen difficulties, including:
- a. The delinquencies on payments due the lienholders and the discount allowing for payment of a lesser amount then owed may be reported by the lienholder to credit reporting agencies and adversely affect the Seller in the future.
 - b. The amount of the discount on the principal will be reported by the lienholder to the IRS as a 1099 Form receipt of income, and depending on the recourse or nonrecourse nature of the debt discounted, or whether secured by the Seller's principal residence, is reported by the Seller as discharge of indebtedness income, part of the price realized on the sale or a reduction in cost basis.
 - c. Seller may terminate this agreement within five days of acceptance, based on Seller's reasonable disapproval or the disapproval of tax or legal advisors to the Seller, of the consequences of this discount on Seller's credit or tax reporting, or on liability issues arising due to the discount. [See RPI Form 183]
- 12.5** In the event the property is Seller's principal residence and the property is subject to a notice of default (NOD) recorded to start foreclosure under a trust deed lien on the property, Buyer acknowledges that a NOD was recorded on _____, 20_____, for foreclosure of the property.

13. CLOSING CONDITIONS:

- 13.1** This transaction to be escrowed with _____.
Parties to deliver instructions to escrow as soon as reasonably possible after acceptance.
- a. Escrow holder is authorized and instructed to act on the provisions of this agreement as the mutual escrow instructions of the parties and to draft any additional instructions necessary to close this transaction. [See RPI Form 401]
 - b. Escrow instructions, prepared and signed by the parties, are attached to be handed to escrow on acceptance. [See RPI Form 401]
- 13.2** Escrow to be handed all instruments needed to close escrow on or before _____, 20_____, or within _____ days after acceptance. Parties to hand Escrow all documents required by the title insurer, lenders or other third parties to this transaction prior to seven days before the date scheduled for closing.
- a. Each party to pay its customary escrow charges. [See RPI Forms 310 and 311]
- 13.3** The amount of any taxes, liens, bonds, assessments or other encumbrances on the property not referenced are, at Buyer's option, to remain of record and be deducted first from the cash payment and then from any carryback note.
- 13.4** Buyer's title to be subject to covenants, conditions, restrictions, reservations and easements of record.
- 13.5** Title to be vested in Buyer or Assignee free of encumbrances other than those set forth herein. Buyer's interest in title to be insured under a policy issued by _____
title company on a(n) CLTA standard, ATLA owner's, or ALTA binder, policy of title insurance.
- a. Endorsements _____
 - b. Seller, or Buyer, to pay the title insurance premium.

- 13.6 Buyer to furnish a new fire insurance policy covering the property.
- 13.7 Taxes, assessments, insurance premiums, rents, interest and other expenses to be prorated to close of escrow, unless otherwise provided.
- 13.8 Bill of Sale to be executed for any personal property being transferred.
- 13.9 When Seller is unable to convey marketable title as agreed, or when the improvements on the property are materially damaged prior to closing, Buyer may terminate the agreement. Seller to pay all reasonable escrow cancellation charges. [See RPI Form 183]

14. Buyer Broker and Agent confirm under penalty of perjury that:

- 14.1 they hold a valid, current Department of Real Estate (DRE) license; and
- 14.2 they have provided proof of the license to the seller-in-foreclosure by attaching:
 - a. a copy of their license as issued by the DRE; or
 - b. a printout of the DRE's Current License Status for the licensee.

15. CANCELLATION PERIOD:

- 15.1 Seller has the below noticed right to cancel this agreement until midnight of the fifth business day following the day Seller signs this agreement, or until 8 a.m. on the day scheduled for a trustee's foreclosure sale of the property, whichever occurs first.

16. NOTICES:

- 16.1 **NOTICE REGARDING SALES DATA:** Broker is authorized to report the sale, its price and terms for dissemination and use of participants in brokerage trade associations and listing services.
- 16.2 **NOTICE REGARDING REGISTERED SEX OFFENDERS:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP code in which he or she resides.
- 16.3 **NOTICE REGARDING APPRAISAL OBJECTIVITY:** Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age. If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at <https://www2.brea.ca.gov/complaint/> or call (916) 552-9000 for further information on how to file a complaint.
- 16.4 **NOTICE REGARDING GAS AND HAZARDOUS LIQUID PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- 16.5 **NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL:** California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector.

If you have any questions concerning this matter, please call your local Tax Collector's Office.

17. _____

NOTICE REQUIRED BY CALIFORNIA LAW:

Until your right to cancel this contract has ended,

or anyone working for

(Buyer)

CANNOT ask you to sign or have you sign any deed or any other document.
You may cancel this contract for the sale of your house, without any penalty or
obligation at any time before _____:_____, _____m. on _____, 20_____.

See attached Notice of Cancellation form for an explanation of this right.

(To be filled out by Buyer)

Buyer Broker: _____

Broker's DRE #: _____

is the broker for: Buyer
 both Buyer and Seller (dual agent)

Buyer Agent: _____

Agent's DRE #: _____

is Buyer agent (salesperson or broker-associate)
 both Buyer and Seller agent (dual agent)

Signature: _____

Address: _____

Phone: _____ Cell: _____

Email: _____

Seller Broker: _____

Broker's DRE #: _____

is the broker for: Seller
 both Buyer and Seller (dual agent)

Seller Agent: _____

Agent's DRE #: _____

is Seller agent (salesperson or broker-associate)
 both Buyer and Seller agent (dual agent)

Signature: _____

Address: _____

Phone: _____ Cell: _____

Email: _____

I agree to the terms stated above.

See attached Signature Page Addendum. [RPI Form 251]

Date: _____, 20____

Buyer: _____

Signature: _____

Buyer: _____

Signature: _____

I agree to the terms stated above.

See attached Signature Page Addendum. [RPI Form 251]

Date: _____, 20____

Seller: _____

Signature: _____

Seller: _____

Signature: _____

-----NOTICE OF CANCELLATION-----

(To be filled out by Buyer)

Seller signed the Equity Purchase Agreement on _____, 20____.

You may cancel this contract for the sale of your house, without any penalty or obligation, at any time before _____ : _____, _____m. on _____, 20____.

To cancel this transaction, personally deliver a signed and dated copy of this cancellation notice, or send a telegram to _____ (Buyer) at _____ (Business Address)

NOT LATER THAN _____ : _____, _____m. on _____, 20____.

I hereby cancel this transaction.

Date: _____, 20____

Seller's Signature: _____

Seller's Signature: _____

-----NOTICE OF CANCELLATION-----

(To be filled out by Buyer)

Seller signed the Equity Purchase Agreement on _____, 20____.

You may cancel this contract for the sale of your house, without any penalty or obligation, at any time before _____ : _____, _____m. on _____, 20____.

To cancel this transaction, personally deliver a signed and dated copy of this cancellation notice, or send a telegram to _____ (Buyer) at _____ (Business Address)

NOT LATER THAN _____ : _____, _____m. on _____, 20____.

I hereby cancel this transaction.

Date: _____, 20____

Seller's Signature: _____

Seller's Signature: _____



DUE DILIGENCE CONTINGENCIES ADDENDUM

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

NOTE: This form is used by a buyer agent when negotiating a purchase agreement offer for real estate which references attached further-approval contingency provisions permitting the buyer to terminate the agreement on discovery of unacceptable property conditions.

DATE: _____, 20_____, at _____, California.
Items left blank or unchecked are not applicable.

FACTS:

- 1. This is an addendum to the following agreement:
 - Purchase Agreement Counteroffer
 - Escrow Instructions _____
- 1.1 dated _____, 20_____, at _____, California,
- 1.2 entered into by _____, as the Buyer,
- 1.3 and _____, as the Seller,
- 1.4 regarding real estate referred to as _____

DUE DILIGENCE CONTINGENCIES:

- 2. Buyer and Buyer's representatives and consultants will not disclose to any third party the contents of any documentation or information provided by Seller or Seller's representatives to fulfill Seller's duties under this agreement.
- 3. In the event Buyer does not acquire ownership of the property, Buyer to return to Seller all items received from Seller or Seller's representatives.
- 4. Seller to hand Buyer copies, or make available for Buyer's review, each of the following checked items as soon as reasonably practicable after entry into this agreement.
 - 4.1 Conditions of property disclosures prepared and signed by Owner, unless a Transfer Disclosure Statement (TDS) is provided for in the agreement. [See **RPI** Form 304 and 304-1]
 - 4.2 An inspection of the property by prospective Buyer or consultants within ____ days after acceptance of the agreement unless a property inspection provision is otherwise provided for in the agreement. [See **RPI** Form 130]
 - 4.3 Natural Hazard Disclosure (NHD) Statement and any geological reports relating to the property and possessed or known to Owner. [See **RPI** Form 314]
 - 4.4 Unique Factors or Conditions affecting the property. [See **RPI** Form 308]
 - 4.5 Solar equipment lease or bond lien disclosure and documentation concerning the solar equipment lease agreement.
 - 4.6 Seller's Solar Collector notice disclosure(s). [See **RPI** Form 322]
 - 4.7 Transfer Fee Disclosure Statement. [See **RPI** Form 304-2]
 - 4.8 Operating income and expense records, the current year-to date and two preceding years' profit and loss statements (or schedule E) and capital expenditures for the property, and operating and capital budgets for this and the following year. [See **RPI** Form 306]
 - 4.9 A Rental Income Rent Roll statement itemizing, by unit or space, the tenant's name, monthly rent amount including CAMs and other additional rent fees, rent due date, delinquencies and the amount in arrears, rental period and expiration date, any incentive rent-free arrangements and bonuses or discounts, utilities paid by landlord, security deposits and prepaid rent, furnishings supplied, broker fees due or to become due under the leases. [See **RPI** Form 352-1]
 - 4.10 Tenant rental or lease agreements, including any riders, modifications or amendments and side agreements; any option rights to renew or extend, lease additional space or purchase the property; and any pre-expiration cancellation rights and penalty amounts. A tenant turn over report and an eviction report, by unit or space, for the current and two preceding years. [See **RPI** Forms 550, 551, 552 and 565]
 - 4.11 Property management agreements and a list of employees including their compensation schedules, and leasing agent representation agreements to locate tenants. [See **RPI** Forms 590, 105.1 and 105.2]
 - 4.12 Interview of individuals involved in the management and operations of the property and administration of the property's financial books and records.

- 4.13 Insurance policies in effect relating to the property and liability of Owner for its operations, premium statements, and any claims made under any insurance policy covering the property during the past _____ years, including claims made against building contractors.
- 4.14 Maintenance agreements, outstanding work orders and other service or supply agreements related to the operation of the property. [See **RPI** Form 324]
- 4.15 Utility, cable/TV, internet and phone bills, property and business tax bills, assessment statements for any rent control and special district improvement bonds.
- 4.16 Invoices and copies of advertising and marketing for units or spaces during the past two years, along with any marketing budget and plans for this year and next.
- 4.17 Warranties or guaranties on fixtures or components of the property improvements.
- 4.18 Existing appraisal reports, feasibility studies, and market studies relating to the value and rentability of the property.
- 4.19 Existing ALTA survey, topographical studies, plans and specification of improvements and engineering of the site.
- 4.20 Soil reports, pest control reports, Americans with Disabilities Act (ADA) compliance reports, structural or component reports by architects or contractors and other similar reports or studies.
- 4.21 Seller's Neighborhood Security Disclosure prepared by Owner setting forth criminal activity on or about the property during the past two years relevant to the security of persons and their belongings on the property, and any security arrangements undertaken or needed in response. [See **RPI** Form 321]
- 4.22 All government-related licenses, permits, mapping of the parcel, certificates of occupancy, building inspections, health and safety reports, environmental impact and conditions reports or studies known to Owner, and copies of relevant local zoning ordinances affecting the use or operation of the property.
- 4.23 Preliminary title report for the policy of title insurance, which Seller will cause escrow to hand Buyer as soon as reasonably possible after acceptance. [See **RPI** Form 277]
- 4.24 The note, trust deed or related documents for each monetary lien on the property to include any restrictions, limitations or conditions on occupancy, rents, use, encumbrance, conveyance or reconveyance.
- 4.25 Itemized inventory of the personal property, including any trade fixtures, owned or leased by Owner and used in the operation or maintenance of the property. [See **RPI** Form 256]
- 4.26 An estoppel certificate executed by each tenant affirming the terms of their occupancy, which Seller will hand Buyer prior to seven days before closing. [See **RPI** Form 598]
- 4.27 Disclosure by Owner of any other conditions not here itemized and known to Owner which might adversely affect the value, use and operations of the property.

<p>Buyer: I agree to the terms stated above.</p> <p>Date: _____, 20____</p> <p>Buyer's Signature: _____</p> <p>Buyer's Signature: _____</p> <p>Buyer's Signature: _____</p>	<p>Seller: I agree to the terms stated above.</p> <p>Date: _____, 20____</p> <p>Seller's Signature: _____</p> <p>Seller's Signature: _____</p> <p>Seller's Signature: _____</p>
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