

FARM AND RANCH PURCHASE AGREEMENT ADDENDUM

One-to-Four Unit Residential Dwelling

NOTE: This form is used by a buyer broker when preparing an offer for their buyer-client to purchase an interest in a farm or ranch property which includes a one-to-four unit residential dwelling, to prepare an addendum containing all the disclosures for the sale of a dwelling.

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

FACTS:

1. This is an addendum to the Farm and Ranch Purchase Agreement [See **RPI Form 153**]

1.1 of the same date, or dated _____, 20_____,

1.2 entered into by _____

1.3 regarding real estate referred to as _____

2. RESIDENTIAL CONDITIONS:

Check applicable provisions.

2.1 Seller to furnish to Buyer prior to closing:

a. a structural pest control inspection report and certification of clearance of corrective conditions.

b. a home inspection report prepared by an insured home inspector showing the land and improvements are free of material defects.

c. a one-year home warranty policy:

Insurer _____

Coverage _____

d. a certificate of occupancy, or other clearance or retrofitting, required by local ordinance for the transfer of possession or title.

e. 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.

f. a certification by a licensed water testing lab stating the well supplying the property meets potable water standards.

g. a certification by a licensed well-drilling contractor stating the well supplying the property produces a minimum of _____ gallon(s) per minute.

h. an Energy Audit Report stating the rating for the property's improvements is no greater than _____.

i. _____

j. _____

2.2 Seller's Condition of Property Disclosure – Transfer Disclosure Statement (TDS). [See **RPI Form 304**]

a. Buyer acknowledges previously receiving and reviewing the disclosure; or

b. On acceptance, Seller to hand Buyer the TDS for Buyer's review. Within ten days after receipt, Buyer may either cancel the transaction based on a reasonable disapproval of the disclosure or deliver to Seller or Seller's Broker a written notice itemizing any material defects in the property disclosed by the statement and unknown to Buyer prior to acceptance. Seller to repair, replace or correct noticed defects prior to closing. [See **RPI Form 269**]

c. On Seller's failure to repair, replace or correct noticed defects under §10.2b or §10.3a, 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. [See **RPI Form 183**]

2.3 Buyer to inspect the property twice:

a. An initial property inspection is conducted on acceptance to confirm the property's condition is substantially the same as observed by Buyer and represented by Seller or Seller Agent prior to acceptance, and when not substantially the same, Buyer to promptly notify Seller in writing of undisclosed material defects discovered. Seller to repair, replace or correct noticed defects prior to closing [See **RPI Form 269**]; and

b. A final walk-through inspection is required within five days before closing to confirm the correction of any noticed defects under §2.2b and §2.3a and maintenance under §2.4. [See **RPI Form 270**]

- 2.4 Seller to maintain the property in good condition until possession is delivered.
- 2.5 Complying smoke detector(s) and water heater bracing exist, and when not, Seller to install.
- 2.6 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.
- 2.7 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]
- 2.8 Buyer acknowledges prior receipt and review of a booklet and related disclosures containing:
 - a. *Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants* (on all one-to-four units) [See **RPI** Form 316-1]
 - b. *Protect Your Family from Lead in Your Home* (on all pre-1978 one-to-four units) [See **RPI** Form 313]
 - c. *The Homeowner's Guide to Earthquake Safety* (on all pre-1960 one-to-four units) [See **RPI** Form 315]

3. NOTICES:

- 3.1 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.
- 3.2 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.

4. _____

I agree to the terms stated above.

See Signature Page Addendum. [RPI Form 251]

Date: _____, 20____

Seller: _____

Signature: _____

Seller: _____

Signature: _____

I agree to the terms stated above.

See Signature Page Addendum. [RPI Form 251]

Date: _____, 20____

Buyer: _____

Signature: _____

Buyer: _____

Signature: _____