

FARM AND RANCH PURCHASE AGREEMENT ADDENDUM

One-to-Four Unit Residential Dwelling

NOTE: This form is used by a buyer's agent when a buyer will purchase a farm or ranch which includes a one-to-four unit residential dwelling, to prepare an addendum to the purchase agreement offer 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 158]

1.1 dated _____, 20_____, at _____, California,

1.2 entered into by _____ and _____

1.3 regarding real estate referred to as _____.

2. RESIDENTIAL CONDITIONS:

2.1 Seller to furnish 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 to be free of material defects.
- c. ☐ a one-year home warranty policy:
Insurer _____
Coverage _____

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

- a. ☐ is attached; or
- b. ☐ is to be handed to Buyer on acceptance 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. [See **RPI** Form 269] Seller to repair, replace or correct noticed defects prior to closing.
- c. On Seller's failure to repair, replace or correct noticed defects under §11.2b or §11.4a, 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 Seller's Natural Hazard Disclosure Statement (NHD) [See **RPI** Form 314] ☐ is attached, or ☐ is to be handed to Buyer on acceptance for Buyer's review. Within ten days of Buyer's post-acceptance receipt of the NHD, Buyer may terminate the agreement based on a reasonable disapproval of hazards disclosed by the statement and unknown to Buyer prior to acceptance. [See **RPI** Form 182 and 183]

2.4 Buyer acknowledges receipt of a booklet and related Seller 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], and ☐ *The Homeowner's Guide to Earthquake Safety* (on all pre-1960 one-to-four units). [See **RPI** Form 315]

2.5 Seller's Neighborhood Security Disclosure [See **RPI** Form 321]

- a. ☐ is attached, or
- b. ☐ is to be handed to Buyer on acceptance for Buyer's review. Within ten days after receipt, Buyer may terminate this agreement based on a reasonable disapproval of the Criminal Activity and Security Disclosure Statement.

2.6 Complying smoke detector(s) and water heater bracing exist, and if not, Seller to install.

2.7 ☐ A solar equipment lease lien exists on the property for the solar equipment located on the property payable \$ _____ monthly, expiring _____, 20_____.

- a. On acceptance, Seller to hand Buyer all documentation concerning the solar bond lien on the property and solar equipment lease. Within ten days after receipt, Buyer may terminate the agreement based on Buyer's reasonable disapproval of the documents. [See **RPI** Form 183]
- b. Solar equipment lease to be assumed by Buyer and pro rated to close of escrow.

- 2.8 If this property or an adjoining property contains a solar collector authorized by the Solar Shade Control Act (California Public Resources Code §25980 et seq.) and notice of its existence has been sent or received by Seller, then on acceptance, Seller to hand Buyer copies of the notices sent or received by Seller or provided to Seller by prior Owners of the property for Buyer's review. Buyer may, within ten days after receipt, terminate this agreement based on a reasonable disapproval of the conditions disclosed by the solar shade control notices.
- 2.9 Seller to maintain the property in good condition until possession is delivered.
- 2.10 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, trees, shrubs, mailboxes and other similar items.
- 2.11 Notice: 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.
- 2.12 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.

3. _____

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: _____