



## OFFER FOR LEASE-OPTION

Prepared by: Agent \_\_\_\_\_  
Broker \_\_\_\_\_

Phone \_\_\_\_\_  
Email \_\_\_\_\_

**NOTE:** This form is used by a buyer's agent when submitting an offer for the purchase of property held out for sale under a lease-option sales arrangement, to operate as a purchase agreement to acquire title on the buyer's full performance of the lease option agreement.

**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 to be 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]
2. This agreement is comprised of this three-page form, a three-page Lease-Option [See **RPI** Form 163] and \_\_\_\_\_ additional pages of addenda/attachments.

**TERMS:**

3. Buyer to pay the purchase price of \$ \_\_\_\_\_ on terms set forth in the attached Lease-Option form. [See **RPI** Form 163]
4. Prior to the commencement of the lease-option, Buyer to pay Seller the balance due on the option money and prepaid rent consisting of \$ \_\_\_\_\_.

**CONDITIONS:**

5. This Offer will be deemed revoked unless accepted in writing  on presentation, or within \_\_\_\_\_ days after date, and acceptance is personally delivered to Offeror or Offeror's Broker within the period.
  - 5.1 Before any party to this agreement files an action 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 and undertake a good faith effort during mediation to settle the dispute.
6. Buyer and Seller will each sign two copies of the attached Lease-Option form when signing this agreement, which copies the Broker will hold and deliver one to each Seller and Buyer when possession of the property and keys/access codes are delivered to Buyer on commencement of the lease-option.
7. Title is subject to current property taxes, covenants, conditions, restrictions, reservations and easements of record. Title is encumbered with the following debt obligations payable by Seller during the lease-option period:
  - 7.1 Trust deed note with an unpaid balance of \$ \_\_\_\_\_, principal and interest payments being \$ \_\_\_\_\_ monthly, including interest at \_\_\_\_\_%,  ARM, monthly impounds being \$ \_\_\_\_\_, with a final/balloon payment due \_\_\_\_\_. The note and trust deed contain provisions for  due-on sale,  prepayment penalty.
  - 7.2 Trust deed note with an unpaid balance of \$ \_\_\_\_\_, principal and interest payments being \$ \_\_\_\_\_ monthly, including interest at \_\_\_\_\_%, due \_\_\_\_\_, 20\_\_\_\_\_.
  - 7.3 Bond or assessment liens of record in the amount of \$ \_\_\_\_\_.
  - 7.4  Seller to provide a Request for Notice of Default and Notice of Delinquency to underlying lenders. [See **RPI** Form 412]
8.  Buyer to hand Seller a completed credit application on acceptance. [See **RPI** Form 302]
  - 8.1 Within \_\_\_\_\_ days of receipt of Buyer's credit application, Seller may terminate the agreement based on a reasonable disapproval of Buyer's creditworthiness. [See **RPI** Form 183]
9.  Parties to sign attached Financial Disclosure Statement — For Entering into a Lease-Option Sale (mandated on one-to-four unit residential property). [See **RPI** Form 300-2]

**PROPERTY CONDITIONS:**

10. Seller to furnish prior to transfer of possession:
  - 10.1  a structural pest control report and clearance. [See **RPI** Form 132]

- 10.2  a home inspection report prepared by an insured home inspector showing the land and improvements to be free of material defects. [See **RPI Form 130**]
- 10.3  a one-year home warranty policy [See **RPI Form 134**]:  
 Insurer \_\_\_\_\_  
 Coverage \_\_\_\_\_
- 10.4 a certificate of occupancy, or other clearance or retrofitting, required by local ordinance for the transfer of possession or title.
- 11. Seller's Natural Hazard Disclosure Statement [See **RPI Form 314**]
  - 11.1  is attached, or
  - 11.2  is to be handed to Buyer on acceptance for Buyer's review.
  - 11.3 Within ten days of receipt, 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 183**]
- 12. Seller's of Property Disclosure — Transfer Disclosure Statement (TDS) [See **RPI Form 304**]:
  - 12.1  is attached; or
  - 12.2  is to be handed to Buyer on acceptance for Buyer's review. Within ten days after receipt, Buyer may 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.
  - 12.3 On Seller's failure to repair, replace or correct noticed defects, 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**]
- 13. If a **Homeowners' Association (HOA)** is involved,  Buyer has received and approves, or  Buyer on acceptance to be handed copies of the HOA's Articles, Bylaws, CC&Rs, collection and lien enforcement policy, operating rules, operating budget, CPA's financial review, insurance policy summary and any age restriction statement. [See **RPI Form 135**]
  - 13.1 Current monthly assessment is \$\_\_\_\_\_. No association claims for defects or changes in regular or special assessments are pending or anticipated.
  - 13.2 Seller is not in violation of CC&Rs, except \_\_\_\_\_.
  - 13.3 Seller to pay association document and transfer fees.
  - 13.4 Buyer to approve the association's statement of condition of assessments and confirm representations in Section 13.2 as a condition for closing escrow.
  - 13.5 Within ten days of Buyer's post-acceptance receipt of the HOA's documents, Buyer may terminate the agreement based on a reasonable disapproval of the documents. [See **RPI Form 183**]
- 14. Seller's Neighborhood Security Disclosure Statement [See **RPI Form 321**]
  - 14.1  is attached, or
  - 14.2  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 Neighborhood Security Disclosure.
- 15. 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),  *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**]
- 16. This property is located in a(n):  
 Industrial use area,  Military ordnance area,  Airport influence area,  Rent control area,  \_\_\_\_\_  
 \_\_\_\_\_ [See **RPI Form 308**]
- 17. Smoke detector(s) and water heater bracing exist in compliance with the law, and if not, Seller to install.
- 18. 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. [See **RPI Form 322**]
- 19. 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, TV antennas, air coolers and conditioners, trees, shrubs, mailboxes and other similar items.
- 20. Parties to pay brokerage fees as stated in the attached lease-option. [See **RPI Form 163**]

21. Buyer and Seller acknowledge receipt of the Agency Law Disclosure. [See RPI Form 305]

22.  See attached Notice of Supplemental Property Tax Bill. [See RPI Form 317]

23. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer's/  
Selling Broker: \_\_\_\_\_  
Broker's CalBRE #: \_\_\_\_\_  
Buyer's Agent: \_\_\_\_\_  
Agent's CalBRE #: \_\_\_\_\_

Signature: \_\_\_\_\_  
Is the agent of:  Buyer exclusively.  
 Both Seller and Buyer.

Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

Seller's/  
Listing Broker: \_\_\_\_\_  
Broker's CalBRE #: \_\_\_\_\_  
Seller's Agent: \_\_\_\_\_  
Agent's CalBRE #: \_\_\_\_\_

Signature: \_\_\_\_\_  
Is the agent of:  Seller exclusively.  
 Both Seller and Buyer.

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: \_\_\_\_\_

**REJECTION OF OFFER**

Undersigned hereby rejects this offer in its entirety. No counteroffer will be forthcoming.

Date: \_\_\_\_\_, 20\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_