



PURCHASE AGREEMENT

Income Property Other than One-to-Four Residential Units — Down Payment Note Provision

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

NOTE: This form is used by a buyer's agent when preparing an offer to purchase an income property other than one-to-four residential units, with a provision stating the down payment is to be a note secured by a trust deed on other property owned by the buyer.

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]
 - 1.6 The interest acquired will be fee simple, leasehold or _____.
2. This agreement is comprised of this five-page form and _____ pages of addenda/attachments.

TERMS: Buyer to pay the purchase price as follows:

3. Cash payment through escrow, including deposits, in the amount of.....\$ _____
4. A note, to be executed by Buyer in favor of Seller, in the amount of\$ _____

as a down payment through escrow, payable \$_____ monthly, or more, beginning one month after closing, including interest at _____% per annum from closing, due _____, 20_____.

4.1 This note is to be secured by a _____ trust deed on real estate referred to as _____

4.2 This trust deed to be junior to current taxes, CC&Rs and the following encumbrances:

First encumbrance:

Second encumbrance:

Amount\$ _____	Amount\$ _____
Monthly payment..... \$ _____	Monthly payment..... \$ _____
Interest rate %	Interest rate %
Due date _____	Due date _____
Lender _____	Lender _____

4.3 This note and trust deed to contain provisions to be provided by Seller for:
 due-on-sale, prepayment penalty, late charges, _____

4.4 This note and trust deed are subject to the purchase money anti-deficiency provisions of California Code of Civil Procedure §580b.

4.5 Buyer to provide a Request for Notice of Default and Notice of Delinquency to senior encumbrancers. [See **RPI** Form 412]

4.6 Buyer to hand Seller a completed credit application on acceptance. [See **RPI** Form 302]

4.7 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]

4.8 This trust deed to be insured by a Lender's CLTA, or ALTA, form policy of title insurance paid for by Buyer. If Buyer is unable to deliver this insured trust deed, or if the improvements on the secured real estate are destroyed or materially damaged prior to closing, then Seller may terminate this agreement and demand all instruments and funds be returned to the parties depositing them, and Buyer is to pay all reasonable escrow costs and charges.

5. Buyer to obtain a first, or second, trust deed loan in the amount of.....\$ _____ payable approximately \$_____ monthly for a period of _____ years.

Interest on closing not to exceed _____%, ARM.

Loan points not to exceed _____.

5.1 Unless Buyer, within _____ days after acceptance, hands Seller satisfactory written confirmation Buyer has been pre-approved for the financing of the purchase price, Seller may terminate the agreement. [See RPI Form 183]

6. Take title subject to, or Assume, an existing first trust deed note held by _____ with an unpaid principal balance of \$ _____ payable \$ _____ monthly, including interest not exceeding _____%, ARM, plus a monthly tax/insurance impound payment of \$ _____.

6.1 At closing, loan balance differences per beneficiary statement(s) to be adjusted into: cash, carryback note, or sales price.

6.2 The impound account to be transferred: charged, or without charge, to Buyer.

7. Take title subject to, or Assume, an existing second trust deed note held by _____ with an unpaid principal balance of \$ _____ payable \$ _____ monthly, including interest not exceeding _____%, ARM, due _____, 20 _____.

8. Assume an improvement bond lien with an unpaid principal balance of \$ _____

9. Assume a solar bond lien with an unpaid principal balance of \$ _____

10. Note for the balance of the purchase price in the amount of \$ _____ to be executed by Buyer in favor of Seller and secured by a trust deed on the property junior to any above referenced financing, payable \$ _____ monthly, or more, beginning one month after closing, including interest at _____% per annum from closing, due _____ years after closing.

10.1 This note and trust deed to contain provisions to be provided by Seller for:

10.2 due-on-sale, prepayment penalty, late charges, _____

10.3 Financial Disclosure Statement is attached as an addendum. [See RPI Form 300]

10.4 Buyer to provide a Request for Notice of Default and Notice of Delinquency to senior encumbrancers. [See RPI Form 412]

10.5 Buyer to hand Seller a completed credit application on acceptance. [See RPI Form 302]

10.6 Within _____ days of receipt of Buyer's credit application, Seller may terminate the agreement based on a reasonable disapproval of Buyer's creditworthiness.

10.7 Seller may terminate the agreement on failure of the agreed terms for priority financing. [See RPI Form 183]

10.8 As additional security, Buyer to execute a security agreement and file a UCC-1 financing statement on any personal property transferred by Bill of Sale. [See RPI Form 436]

11. Total Purchase Price is \$ _____

12. ACCEPTANCE AND PERFORMANCE:

12.1 This offer to be deemed revoked unless accepted in writing on presentation, or within _____ days after date, and acceptance is personally delivered or faxed to Offeror or Offeror's Broker within this period.

12.2 After acceptance, Broker(s) are authorized to extend any performance date up to one month.

12.3 On the inability of Buyer to obtain or assume financing as agreed by the date scheduled for closing, Buyer may terminate the agreement.

12.4 Buyer's close of escrow is conditioned on Buyer's prior or concurrent closing on a sale of other property, commonly referred to as _____.

12.5 Any termination of the agreement will be 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]

12.6 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 Forms 171 or 172-2]

12.7 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.

12.8 If Buyer breaches the agreement, Buyer's monetary liability to Seller is limited to \$ _____, or the deposit receipted in Section 1.

13. DUE DILIGENCE CONTINGENCIES:

Within _____ days after receipt or occurrence of any of the following conditions, Buyer may terminate the agreement based on Buyer's reasonable disapproval of the condition.

- 13.1 Income and expense records, leases, property management and other service contracts, permits or licenses affecting the operation of the property, which documents Seller will make available to Buyer on acceptance.
- 13.2 A Rent Roll Income Statement itemizing, by unit, the tenant's name, rent amount, rent due date and delinquencies, deposits, rental period and expiration, and any rental incentives, bonuses or discounts, signed by Seller and handed to Buyer on acceptance. [See **RPI** Form 352]
- 13.3 Seller's Natural Hazard Disclosure Statement to be signed by Seller and handed to Buyer on acceptance. [See **RPI** Form 314]
- 13.4 A Seller's Condition of Property Disclosure – Transfer Disclosure Statement to be signed by Seller and Seller's brokers and handed to Buyer on acceptance. [See **RPI** Form 304] Solar Shade Control Notices sent or received by Seller to be handed to Buyer on acceptance.
- 13.5 Itemized inventory of the personal property included in the sale to be handed to Buyer on acceptance. [See **RPI** Form 256]
- 13.6 Inspection of the property by Buyer, his agent or consultants within _____ days after acceptance for value and condition sufficient to justify the purchase price.
- 13.7 Preliminary title report for the policy of title insurance, which report Seller will cause escrow to hand Buyer as soon as possible after acceptance.
- 13.8 An estoppel certificate executed by each tenant affirming the terms of their occupancy, which certificates Seller will hand Buyer prior to seven days before closing. [See **RPI** Form 598]
- 13.9 All documentation concerning any solar bond lien on the property or solar equipment lease which Seller will make available to Buyer on acceptance.
- 13.10 Seller's Neighborhood Security Disclosure Statement prepared by Seller and setting forth recent criminal activity on or about the property relevant to the security of persons and their belongings on the property, and any security arrangements undertaken or which should be undertaken in response. [See **RPI** Form 321]

14. PROPERTY CONDITIONS:

- 14.1 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 _____
 - d. a certificate of occupancy, or other clearance or retrofitting, required by local ordinance for the transfer of possession or title.
 - e. Energy Audit Report stating the rating for the property's improvements is no greater than _____.
 - f. _____
- 14.2 Complying smoke detector(s) and water heater bracing exist, and if not, Seller to install.
- 14.3 Seller to maintain the property in good condition until possession is delivered.
- 14.4 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, trees, shrubs, mailboxes and other similar items.
- 14.5 New agreements and modifications of existing agreements to rent units, or to service, alter or equip the property will not be entered into by Seller without Buyer's prior written consent which will not be unreasonably withheld.

15. CLOSING CONDITIONS:

- 15.1 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]

- 15.2 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]
- 15.3 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.
- 15.4 Buyer to furnish a new fire insurance policy covering the property.
- 15.5 Taxes, assessments, insurance premiums, rents, interest and other expenses to be pro rated to close of escrow, unless otherwise provided.
 - a. Attached is a notice of your Supplemental Property Tax Bill. [See **RPI** Form 317]
- 15.6 Bill of Sale to be executed for any personal property being transferred.
 - a. A UCC-11 Information Request Form is to be ordered from the Secretary of State and approved by Buyer prior to close of escrow. [See **RPI** Form 436-3]
- 15.7 Seller to assign and Buyer to be subject to all existing rental and lease agreements. [See **RPI** Form 595]
 - a. Seller to notify each tenant of the change of ownership on or before the close of escrow. [See **RPI** Form 554]
- 15.8 Security deposits held by Seller to be handed to Buyer on close of escrow. Seller to notify each tenant of the transfer of the security deposit on close of escrow with a copy of each to Buyer through escrow. [See **RPI** Form 586]
- 15.9 Delinquent unpaid rent to be treated as paid. Any recovery by Buyer of Seller's portion of delinquent rent or pro rated delinquent rent credited to Buyer shall be refunded to Seller on collection by Buyer.
- 15.10 Service and equipment contracts to be assumed by Buyer include _____
- 15.11 A solar equipment lease lien exists on the property for the solar equipment located on the property payable \$_____ monthly, expiring _____, 20_____.
 - a. Solar equipment lease to be assumed by Buyer and pro rated to close of escrow.
- 15.12 If Seller is unable to convey marketable title as agreed, or if 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]

16. BROKERAGE FEE:

- 16.1 Parties to pay the below mentioned Broker(s) a fee now due of \$ _____, or _____ % of the purchase price as follows:
 - a. Seller to pay the brokerage fee on the change of ownership.
 - b. The party wrongfully preventing this change of ownership to pay the brokerage fee.
- 16.2 Buyer's Broker and Seller's Broker, respectively, to share the brokerage fee _____: _____ or as specified in the attached Fee Sharing Agreement. [See **RPI** Form 105]
- 16.3 Attached is the Agency Law Disclosure. [See **RPI** Form 305]
- 16.4 Broker is authorized to report the sale, its price and terms for dissemination and use of participants in brokerage trade associations or listing services.

17. _____

Seller's Broker: _____

Broker's DRE #: _____

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

Seller's Agent: _____

Agent's DRE #: _____

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

Signature: _____

Address: _____

Phone: _____ Cell: _____

Email: _____

Buyer's Broker: _____

Broker's DRE #: _____

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

Buyer's Agent: _____

Agent's DRE #: _____

is Buyer's agent (salesperson or broker-associate)
 both Buyer's and Seller's 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: _____

REJECTION OF OFFER

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

Date: _____, 20____

Name: _____

Signature: _____

Name: _____

Signature: _____