

**ITEMIZATION OF MONEY LOSSES**

Seller's Demand on a Buyer's Breach

**NOTE:** This form is used by a seller or seller's agent when a real estate transaction does not close as a result of a buyer's breach and the seller has incurred unrecoverable money losses, to make a demand on and provide the buyer with an itemization of the seller's out-of-pocket losses.

**DATE:** \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California.

*Items left blank or unchecked are not applicable.*

**FACTS:**

- 1. This demand for money losses pertains to a transaction documented by an underlying agreement titled the:
  - Purchase agreement       Exchange agreement
  - \_\_\_\_\_
- 1.1 dated \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California,
- 1.2 entered into by \_\_\_\_\_, as the Buyer, and \_\_\_\_\_, as the Seller,
- 1.3 whose real estate brokers (agents) are
  - Buyer's Broker \_\_\_\_\_,
  - Seller's Broker \_\_\_\_\_,
  - a. If an exchange is involved, the first and second parties to the exchange are here identified as Buyer and Seller, respectively.
- 1.4 regarding real estate referred to as \_\_\_\_\_.
- 1.5 Escrow Agent \_\_\_\_\_ Escrow Number \_\_\_\_\_.

**STATEMENT:**

- 2. Seller hereby makes a demand on Buyer for the following out-of-pocket money losses Seller incurred in anticipation of the closing of the sale and prior to Buyer's breach of the agreement:
  - 2.1 \$\_\_\_\_\_ for lost rent due to the terms of the agreement.
  - 2.2 \$\_\_\_\_\_ for loss of Seller's deposit and associated costs incurred on a concurrent transaction.
  - 2.3 \$\_\_\_\_\_ for the costs incurred to locate and retain interim or replacement housing.
  - 2.4 \$\_\_\_\_\_ for relocation expenses incurred in anticipation of closing.
- 3.  Seller to retain the property and further demands the following:
  - 3.1 \$\_\_\_\_\_ for modifications made to the property exclusively for Buyer's benefit which alter Seller's functional use of the property.
- 4.  Seller to further market the property for resale and further demands the following:
  - 4.1  If the property has not been sold to a replacement buyer, \$\_\_\_\_\_ for a decline in the property's value below the price agreed to by the date of Buyer's breach.
  - 4.2  If the property has been sold to a replacement buyer, \$\_\_\_\_\_ for the difference between the proceeds of the sale to the replacement buyer and the price agreed to by Buyer prior to their breach.
- 5. Demand is further made on buyer to reimburse seller for other expenditures directly related to the transaction which will go uncompensated on a resale or retention of the property as follows:
  - 5.1 \$\_\_\_\_\_ for \_\_\_\_\_.
  - 5.2 \$\_\_\_\_\_ for \_\_\_\_\_.
  - 5.3 \$\_\_\_\_\_ for \_\_\_\_\_.
- 6. **TOTAL** money losses due Seller on this demand..... \$ \_\_\_\_\_

See attached Signature Page Addendum. [See RPI Form 251]

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

Seller: \_\_\_\_\_

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