



# PURCHASE AGREEMENT PROBATE ADDENDUM

(C.A.R. Form PAPA, 6/19)

## DO NOT USE WITH PROBATE PURCHASE AGREEMENT

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, or  Other \_\_\_\_\_ ("Agreement"), dated \_\_\_\_\_, on property known as \_\_\_\_\_, in which \_\_\_\_\_ is referred to as ("Seller") and \_\_\_\_\_ is referred to as ("Buyer").

- 1. The Property is part of a probate estate  conservatorship  guardianship
- 2. The Representative Capacity Signature Disclosure (C.A.R. form RCSD-S) and the Probate Advisory (C.A.R. form PA) are hereby incorporated.

**3. DETERMINATION OF TYPE OF PROBATE AND COURT CONFIRMATION (Check the option below that applies):**

**A. Type of Probate:** Seller shall inform Buyer at the time of  Acceptance or  within the time for Seller Disclosures in the Time Period paragraph in the Agreement if the Property is being sold as part of a decedent's estate, conservatorship or guardianship.

- (1) If the Property is being sold as part of a decedent's estate, paragraph 3B(1) applies unless 3B(2) or is checked.
- (2)  If the Property is being sold through a conservatorship or guardianship, then court confirmation is required, and the sale shall proceed under paragraph 3B(2).

**B. (1) Court Confirmation Undetermined at time of offer:** Seller shall inform Buyer at time of  Acceptance or  within the time for Seller Disclosures in the Time Period paragraph in the Agreement if court confirmation is required. If court confirmation is not initially required, notice of the terms of sale to beneficiaries/ heirs is (may be) still necessary. If any beneficiary/heir objects, then court confirmation shall nonetheless be required. If court confirmation is initially determined to be required, or becomes required as a result of an objection to terms of sale by a beneficiary/heir, then the sale will proceed under paragraph 3B(2).

(2)  **Court Confirmation Required:** The sale is contingent upon court confirmation. This allows for open, competitive bidding at the court hearing. The minimum overbid price shall be an amount equal to the accepted purchase price, plus five percent of that amount, plus \$500. The court shall determine any further incremental overbidding amounts. See paragraph 4 for terms of court confirmation of the sale.

**4. WHEN COURT CONFIRMATION IS REQUIRED:** Seller shall file a Petition to confirm the sale of the Property with the court. Seller shall notify Buyer in writing of the court confirmation hearing date, time and location at least **15 (or \_\_\_\_\_) days** prior to the court confirmation hearing date. Broker strongly recommends that Buyer personally appear at the court confirmation hearing to protect Buyer's position in the event of overbidding. California Probate Code may require a legal notice to be published in a local newspaper advertising the sale of the Property. If publication is required, Buyer understands that Seller is unable to accept Buyer's offer until after the expiration of the period set forth in the published notice. In such case, acceptance of this offer prior to publication is VOIDABLE. If the court approves the sale to Buyer, all deposit money held on behalf of Seller shall be applied toward the purchase price. If the sale is not confirmed to Buyer due to an overbid, Buyer's deposit money, less applicable costs, shall be returned to Buyer. If the sale is confirmed by the court, an Order Confirming Sale to Buyer will be issued by the court. Buyer shall pay the balance of the purchase price within **10 (or \_\_\_\_\_) Days** from receipt of such Order by Escrow Holder or Buyer.

**A.** The purchase price offered must be at least 90 percent of the probate referee's appraised or re-appraised value of the Property, unless exempt. If the purchase price is less than 90 percent of the probate referee's appraised value, Buyer may increase the purchase price to the minimum amount required or may withdraw from this transaction and receive a refund of Buyer's deposit, less applicable costs.

IF BUYER DEFAULTS AFTER COURT CONFIRMATION, THE ORDER CONFIRMING SALE MAY BE VACATED. THIS MAY RESULT IN BUYER'S FORFEITURE OF THE FULL DEPOSIT, OR ANY AMOUNT THE COURT MAY DETERMINE TO SATISFY ANY DEFICIENCY OF SALE PRICE, COSTS, OR OTHER LOSSES BY THE SELLER.

Buyer's Initials (\_\_\_\_)(\_\_\_\_) Seller's Initials (\_\_\_\_)(\_\_\_\_)

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### PURCHASE AGREEMENT PROBATE ADDENDUM (PAPA PAGE 1 OF 2)

**B.** Seller may remove the Property from the court calendar if Buyer has not removed all contingencies (or, only these contingencies checked below) at least **10 (or \_\_\_\_\_)** days prior to the court confirmation hearing date. NOTE: Local probate court rules may require that all contingencies be removed before a petition for confirmation can be filed.

- Loan Contingency
- Appraisal Contingency
- Lead-Based Paint Hazard Disclosures
- Natural and Environmental Disclosures
- Condominium/Planned Unit Development Disclosures
- Buyer's Investigation of Property
- Review of Preliminary (Title) Report

**5.** The paragraph titled Remedies for Buyer's Breach of Contract (paragraph 21 in RPA, paragraph 25 in CPA; paragraph 30 in RIPA) is hereby deleted from Agreement.

**6.** The paragraph titled Dispute Resolution (paragraph 22 in RPA, paragraph 26 in CPA; paragraph 31 in RIPA) is hereby deleted from Agreement.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_


Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

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REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR SELLER REPRESENTATIVES)

(C.A.R. Form RCSD-S, Revised 6/19)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

This is a disclosure to one or more of the following: Listing Agreement, Purchase Agreement, or Other Agreement, specified below in which \_\_\_\_\_ is identified as ("Seller"). If a trust, identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

- 1. A. TRUST: (1) The Property is held in trust pursuant to a trust document, titled (full name of trust): \_\_\_\_\_ (2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust. B. ENTITY: Seller is a Corporation, Limited Liability Company, Partnership Other: \_\_\_\_\_ which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above is is not attached. C. POWER OF ATTORNEY: Seller ("Principal") has authorized the person(s) signing below ("Attorney-in-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney ( Specific Power of Attorney for the Property), dated \_\_\_\_\_. This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used. D. ESTATE: (1) Seller is an estate, conservatorship, or guardianship identified by Superior Court Case name as \_\_\_\_\_, Case # \_\_\_\_\_. (2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Seller's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

Seller:

By \_\_\_\_\_ Date: \_\_\_\_\_ (Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor) (Print Representative Name) \_\_\_\_\_ Title: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_ (Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor) (Print Representative Name) \_\_\_\_\_ Title: \_\_\_\_\_

Acknowledgement of Receipt By Other Party:

AT TIME OF LISTING Seller and \_\_\_\_\_ ("Seller's Broker") are parties to a Listing Agreement dated \_\_\_\_\_ for property known as ~~3225 E 17th St, Oakland, CA 94602-3014~~. Real Estate Broker \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_



**AT TIME OF SALE**

Seller and \_\_\_\_\_ ("Buyer") are parties to a Purchase Agreement dated \_\_\_\_\_ for property known as ~~3225 E 17th St, Oakland, CA 94612~~\_\_\_\_\_.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

**AT TIME OF OTHER AGREEMENT**

Seller and \_\_\_\_\_ ("Other Party") are parties to an \_\_\_\_\_ Agreement dated \_\_\_\_\_, if applicable, for property known as ~~3225 E 17th St, Oakland, CA 94612~~\_\_\_\_\_.

Other Party \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

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**RCSD-S REVISED 6/19 (PAGE 2 OF 2)**



**REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-S PAGE 2 OF 2)**



PROBATE ADVISORY FOR PROBATE, CONSERVATORSHIP AND GUARDIANSHIP PROPERTIES

(C.A.R. Form PA, Revised 4/11)

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
3225 E 17th St
CA 94001-9000

The sale of the Property described as (address) ... pursuant to the attached Probate Purchase Agreement (C.A.R. Form PPA-11), is made under authority of the California Probate Code.

EXEMPTIONS:

- 1. TDS, NHD, Mello-Roos: Seller is exempt from providing Buyer with the Real Estate Transfer Disclosure Statement (TDS), Natural Hazard Disclosure Statement (NHD), and a Mello-Roos district lien disclosure...
2. Earthquake Guides: Seller is exempt from providing either a Homeowner's or Commercial Property Owner's Guide to Earthquake Safety.
3. Smoke Detectors: The sale is exempt from the State requirements that, for single family residences, operable smoke detectors be in place and that a written statement of compliance be provided to Buyer.

REQUIREMENTS:

- 1. Disclosures: Seller is not exempt from common law and statutory duties concerning fraud and deceit, even though the specific TDS form is not required to be completed.
2. Hazard Zones: Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones...
3. Water Heaters: The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped.
4. Lead-based Paint: The Seller is not exempt from the federal obligation to (i) disclose known lead-based paint and lead-based paint hazards, (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the property, (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home," and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards...
5. Carbon Monoxide Devices: The sale is not exempt from the State requirements that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device...
6. Data Base Disclosure: The sale is not exempt from the requirement that residential sales contracts contain a notice regarding the availability of information about registered sex offenders.
7. Tax Withholding: The sale is not exempt from the obligation of the buyer to withhold a portion of the purchase price under federal law if the transferor is a "foreign person" or under state law if the transferor had a last known street address outside of California.

Buyer's Initials ( ) ( )

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Seller's Initials ( ) ( )



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PROBATE ADVISORY FOR PROBATE, CONSERVATORSHIP AND GUARDIANSHIP PROPERTIES (PA PAGE 1 OF 2)

**8. Brokers:**

A. Inspection: The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. Form AVID.

B. Agency: The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units.

**OTHER CONSIDERATIONS:**

1. **Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, or installation of smoke detectors). Local law should be consulted to determine if sales made under the authority of the California Probate Code are exempt from such requirements.

2. **Death:** If the Property is being sold under authority of the Probate Code because of the death of an owner of the Property and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to the executor or administrator of the estate.

3. **Stock Cooperatives:** If the Property is part of a stock cooperative (Co-op), Buyer may be required to seek approval of the Board or Owner's Association of the Co-op prior to transfer of title. If this is not a contingency of the sale, failure of Buyer to gain approval of the Co-op board will not provide grounds for cancellation or rescission of the sale.

**4. Court Confirmation/Independent Authority:**

The representative of a decedent's estate may receive authority to sell the Property under the Independent Administration of Estates Act (IAEA). In order to do so, the representative must first petition the Probate Court. The Petition may be made at the time the representative is approved or any other time. Notice of the Petition is given to heirs, devisees, executors and other interested persons, any of whom may object.

If IAEA authority is granted it may be full or limited. If only limited authority has been granted, the sale must be confirmed by the court. If full authority has been granted, the representative must first give a notice of the proposed sale to the devisees and heirs of the decedent and other interested parties. If no objection is received, the sale may proceed. If any noticed person objects, the sale may require court confirmation. Note: A representative with full authority has the option of proceeding to court for confirmation even if not required to do so under the Probate Code.

Date \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

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