



FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC § 10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**

Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.

- Sellers
- Real estate licensees
- Mobilehome parks
- Insurance companies
- Landlords/Housing Providers
- Real estate brokerage firms
- Homeowners Associations ("HOAs");
- Government housing services
- Sublessors
- Property managers
- Banks and Mortgage lenders
- Appraisers

8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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Equity Union - Sherman Oaks, 13400 Ventura Blvd Sherman Oaks CA 91423
Jamie Nugent

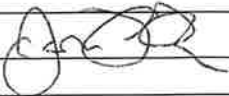
Phone: (818) 783-3736 Fax:
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- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://calcivilrights.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____	Date _____
Buyer/Tenant _____	Date _____
Seller/Housing Provider  _____	Date <u>1/14/20</u>
Seller/Housing Provider _____	Date _____

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- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
- B. State: <https://calcivilrights.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

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- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race, the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ Date _____
 Buyer/Tenant _____ Date _____
 Seller/Housing Provider Joshua Prager Date 11/4/20
 Seller/Housing Provider _____ Date _____





CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant

Joshua Prager

Date

1/14/26

Buyer/Seller/Landlord/Tenant

Date

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Equity Union - Sherman Oaks, 13400 Ventura Blvd Sherman Oaks CA 91423
Jamie Nugent

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Phone: (818) 783-3736

Fax:

www.lwolf.com

Prager



CALIFORNIA
ASSOCIATION
OF REALTORS®

LEASE LISTING AGREEMENT
EXCLUSIVE AUTHORIZATION TO LEASE OR RENT
(C.A.R. Form LL, Revised 12/24)

Date Prepared: 01/12/2026

1. **EXCLUSIVE RIGHT TO LEASE:** Joshua Prager ("Rental Property Owner" or "RPO")
hereby employs and grants Equity Union ("Broker")
beginning (date) 01/10/2026 and ending at 11:59 P.M. on (date) 07/31/2026 ("Listing Period")
the exclusive and irrevocable right to lease or rent the real property in the City of Santa Monica,
County of Los Angeles, California, described as 964 Palisades Beach Rd, Santa Monica, Ca
90403 ("Premises").

2. **LISTING TERMS:**

- A. **RENT AMOUNT:** One Hundred Thirty Thousand Dollars \$ 130,000.00 per month
- B. **SECURITY DEPOSIT** \$260,000.00 (see C.A.R. Form SDDA for more information regarding allowable amounts.)
(NOTE: Prior to any tenancy, RPO is advised to take photographs to document the condition of the Premises.)
- C. **TYPE OF TENANCY:** (Check all that apply): ☐ Month-to-month; ☐ One year ☒ Other 18 months
- D. **ITEMS INCLUDED IN LEASE/RENTAL:** All fixtures and fittings attached to the Premises and the following items of personal property: Furnished w/ inventory list provided by owner.
- E. **PERSONAL PROPERTY THAT WILL NOT BE MAINTAINED OR REPLACED BY RPO:** The following items of personal property are being left on the Premises as a courtesy by RPO and are not warranted in any way, nor will they be maintained or replaced by RPO: _____
- F. **ITEMS EXCLUDED FROM LEASE/RENTAL:** ☐ Garage/Carport; ☐ _____
- G. **ADDITIONAL TERMS:** _____

3. **COMPENSATION:**

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between RPO and Broker.

- A. **ADVISORY:** Real estate commissions include all compensation and fees to Broker and are fully negotiable.
- B. **COMPENSATION TO BROKER:** RPO agrees to pay to Broker as compensation for services, as specified below. (Does not include compensation, if any, to a broker representing tenant. See **paragraph 3I**):

(1) **For fixed-term leases:**

- (A) (i) ☒ 3.000 percent of the total rent payments due under the term specified in **paragraph 2C**, (term shall be the term in the rental agreement if rental agreement is signed and tenant takes possession or is prevented from doing so by RPO); or (ii) ☐ \$ _____; or (iii) ☐ _____, if a fixed term lease is extended or renewed for an additional fixed term. Payment is due upon such extension or renewal.
- (B) RPO agrees to pay Broker additional compensation of _____, if a fixed term lease is extended or renewed for an additional fixed term. Payment is due upon such extension or renewal.

- (2) **For month-to-month rental:** (i) _____ percent of _____; or (ii) ☐ \$ _____; or (iii) ☐ _____
- (3) **For either a fixed term or month-to-month:**

- (A) **Completed Lease Transaction or RPO Default:** If during the Listing Period, or any extension, Broker, cooperating broker, RPO or any other person procures a ready, willing, and able Tenant(s) whose offer to lease/rent the Premises on any price and terms is accepted by RPO, provided the Tenant takes possession of the Premises under the terms of the lease or rental or is prevented from doing so by RPO. (Broker is entitled to compensation whether any tenancy resulting from such offer begins during or after the expiration of the Listing Period, or any extension.)
- (B) **Continuation of Right to Compensation for Broker Procured Tenant(s):** If RPO, within 180 calendar days after the end of the Listing Period or any extension thereof, enters into a contract to transfer, lease or rent the Premises to anyone ("Prospective Transferee") or that person's related entity: (i) who physically entered and was shown the Premises during the Listing Period or any extension thereof by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to RPO a signed, written offer to lease or rent the Premises. RPO, however, shall have no obligation to Broker under this **subparagraph 3B(3)(B)** unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given RPO a written notice of the names of such Prospective Transferees.
- (C) **RPO Interference with Listing:** If, without Broker's prior written consent, the Premises are withdrawn from lease/rental, are leased, rented, or otherwise transferred, or made unmarketable by a voluntary act of RPO during the Listing Period, or any extension.

[Signature]



- C. **TENANT BREACH AND RPO RECOVERY OF DAMAGES:** If commencement of the lease or rental is prevented by a party to the transaction other than RPO, then compensation which otherwise would have been earned under **paragraph 3B** shall be payable only if and when RPO collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting the expenses of collection, if any.
- D. **ADDITIONAL COMPENSATION:** In addition, RPO agrees to pay: _____
- E. **COLLECTION OF COMPENSATION:** Broker may retain compensation due from any move-in payments made by Tenant to Broker pursuant to the lease or rental agreement. Broker is authorized to instruct Tenant to deduct the amount of Broker compensation from any move-in payment and make a separate payment to Broker for such amount.
- F. ☒ **COMPENSATION ON SUBSEQUENT SALE TO TENANT:** RPO agrees to pay Broker if Tenant directly or indirectly acquires, or enters into an agreement to acquire title to Premises or any part thereof, whether by sale, exchange or otherwise, during the term or any extension of tenancy, compensation equal to 2.500 percent of the selling price or total consideration in said transfer, whichever is greater (Does not include compensation, if any, to a broker representing tenant). Payment is due upon Tenant's direct or indirect acquisition of any legal or equitable interest in the Premises and, if there is an escrow, shall be through escrow.
- G. ☒ **ADDITIONAL COMPENSATION DUE BROKER IF TENANT IS UNREPRESENTED:**
- (1) For a fixed term lease, either ☒ 2.000 percent of the total rent payments due under the lease or ☐ \$ _____; ☐ or _____; OR
- (2) For a month to month rental, either ☐ _____ percent of amount specified in **paragraph 3B(2)** used to calculate Broker's percentage compensation, or ☐ \$ _____ or ☐ _____.
- H. **COMPENSATION OBLIGATIONS TO OTHER RPO BROKERS:**
- (1) RPO warrants that RPO has no obligation to pay compensation to any other broker regarding the lease or rental of Premises unless the Premises are leased or rented to: _____
- (2) If Premises are leased or rented to anyone listed in **paragraph 3H(1)** during the time RPO is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent RPO with respect to such transaction.
- I. **COMPENSATION OBLIGATIONS TO TENANT BROKERS:** Many tenants do not have sufficient funds to pay RPO a security deposit and first month's rent and also pay their own broker compensation. RPO may be requested to include a term in the lease or rental agreement agreeing to pay a tenant's broker for services rendered in tenant entering into, and if applicable renewing, a lease or rental.
4. **TENANT PAYMENTS:**
- A. The following are due and payable to RPO, unless otherwise specified:
1. First Month's Rent: ☐ to Broker; due ☒ at execution, ☐ upon possession, ☐ other _____
2. Security Deposit: ☐ to Broker; due ☒ at execution, ☐ upon possession, ☐ other _____
3. Other: _____ ☐ to Broker; ☐ When due: _____
4. Other: _____ ☐ to Broker; ☐ When due: _____
- B. ☒ **DIRECT ELECTRONIC RENTAL PAYMENTS:** If RPO permits Tenant to pay rent by direct deposit such as wire or electronic payment or other online method, RPO should discuss with a Landlord-Tenant attorney the implications of doing so in the event Tenant defaults and an eviction becomes necessary. See also: Wire Fraud Advisory (C.A.R. Form WFA) for additional information.
5. **KEYSAFE/LOCKBOX:** ☐ (If checked) RPO authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).
6. **SIGN:** (If checked) ☐ RPO authorizes Broker to install a FOR LEASE sign on the Premises.
7. **MULTIPLE LISTING SERVICE:** Information about this listing will (or ☐ will not) be provided to a multiple listing service(s) ("MLS") of Broker's selection. If not, then MLS rules may require an exclusion form, such as its own form or C.A.R. Form MLSA, be submitted to the MLS. All terms of the transaction will be provided to the selected MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. RPO authorizes Broker to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary.
8. **SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Premises, or otherwise. Third parties, including, but not limited to, inspectors, brokers and prospective tenants, may have access to, and take videos and photographs of, the interior of the Premises. RPO agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Premises; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect RPO.
9. **OWNERSHIP, TITLE AND AUTHORITY:** RPO warrants that: (i) RPO is the legal RPO of the Premises; (ii) no other persons or entities have title to the Premises; and (iii) RPO has the authority to both execute this Agreement and lease or rent the Premises. Exceptions to ownership, title and authority: _____



- 10. RPO REPRESENTATIONS:** RPO represents that, unless otherwise specified in writing, RPO is unaware of: (i) any recorded Notice of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Premises; (iii) any bankruptcy, insolvency or similar proceeding affecting the Premises; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Premises or RPO's ability to lease, rent or transfer it; and (v) any current, pending or proposed special assessments affecting the Premises. RPO shall promptly notify Broker in writing if RPO becomes aware of any of these items during the Listing Period or any extension thereof.
- 11. TAX WITHHOLDING AND REPORTING:**
- A. CALIFORNIA WITHHOLDINGS:** If RPO is not a California Resident or a corporation or LLC qualified to conduct business in California, RPO authorizes Broker to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to RPO that exceed \$1,500 received by Broker in a calendar year, unless RPO completes and transmits to Broker FTB form 589, nonresident reduced withholding request, FTB form 588, nonresident withholding waiver, or FTB form 590, withholding exemption certificate.
 - B. FEDERAL WITHHOLDINGS:** If RPO is a nonresident alien individual, a foreign entity, or other non-U.S. person, (Foreign Investor) RPO authorizes Broker to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless RPO elects to treat rental income as "effectively connected income" by submitting to Broker a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption from Withholding on Income Connected With the Conduct of a Trade or Business in the United States. A Foreign Investor RPO will need to obtain a U.S. tax payer identification number and file declaration with the IRS regarding effectively connected income in order to complete the form given to Broker. Further, the Foreign Investor RPO will be responsible for making any necessary estimated tax payments.
 - C.** Broker has a legal duty to report rental income received to tax collection agencies via IRS form 1099.
- 12. BROKER'S AND RPO'S DUTIES:**
- A. BROKER RESPONSIBILITY, AUTHORITY AND LIMITATIONS:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless RPO gives Broker written instructions to the contrary, Broker is authorized to advertise and market the Premises in any medium, selected by Broker including MLS and the Internet and, to the extent permitted by these media, including MLS, control the dissemination of the information submitted to any medium.
 - B. RPO DISCLOSURES:** RPO agrees to complete a Rental Property Owner Disclosure (C.A.R. Form RPOD), which shall be provided to Broker within **3 Days** of completing (or ☐ with) this Agreement. RPO authorizes Broker to provide tenant with the RPOD completed by RPO with any lease or rental agreement. RPO agrees to complete a Rental Property Intake Form (C.A.R. Form RPOI) within 3 Days of request by Broker (or ☐ attached).
 - C. RPO GOOD FAITH:** RPO agrees to consider offers presented by Broker and to act in good faith to accomplish the lease or rental of the Premises by, among other things, making the Premises available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Premises subject to 3G, and following all applicable fair housing laws. RPO is responsible for determining at what price and terms to list and lease or rent the Premises. RPO, but NOT Broker, is responsible for compliance with all health and safety legal requirements, such as but not limited to smoke alarm and carbon monoxide detector installation, and water heater bracing.
 - D. INDEMNITY:** RPO agrees to indemnify, defend and hold harmless Broker and all persons in Broker's firm, as permitted by law, from all costs, expenses, suits, claims, liabilities, damages, judgments, and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including RPO, (i) for those acts relating to the leasing of the Property by Broker, or any person operating through Broker's license, or the performance or exercise of any of the duties, powers, or authorities granted to Broker; (ii) from any incorrect or incomplete information supplied by RPO; (iii) from any material facts that RPO knows but fails to disclose including dangerous or hidden conditions on the Premises, and (iv) actions brought by the Department of Fair Employment and Housing or other government regulatory body. This paragraph shall apply to all actions and claims, including those arising out of Broker's negligence but not to the willful misconduct or gross negligence of Broker and shall extend to claims occurring after this Agreement is terminated as well as while it is in force. RPO's obligations under this paragraph will not be limited by insurance requirements or by any other provision of this Agreement.
- 13. AGENCY RELATIONSHIPS:**
- A. Disclosure:** If the listing is for a tenancy in excess of one year or compensation is owed to Broker under **paragraph 3F**, RPO acknowledges receipt of the "Disclosure Regarding Agency Real Estate Relationship" form (C.A.R. Form AD).
 - B. RPO Representation:** Broker shall represent RPO in any resulting transaction, except as specified in **paragraph 3H**.
 - C. Possible Dual Agency With Tenant:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both RPO and Tenant. Broker shall, as soon as practicable, disclose to RPO any election to act as a dual agent representing both RPO and Tenant. If a Tenant is procured directly by Broker or an associate licensee in Broker's firm, RPO hereby consents to Broker acting as a dual agent for RPO and such Tenant.
 - D. Other RPOs:** RPO understands that Broker may have or obtain listings on other properties and that potential tenants may consider, make offers on, or lease or rent through Broker, premises the same as or similar to RPO's Premises. RPO consents to Broker's representation of RPOs and tenants of other properties before, during and after the end of this Agreement.
 - E. Confirmation:** If the Premises includes residential property with one to four dwelling units, and the agreed-upon lease is for a tenancy in excess of one year, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or coincident with RPO's and Tenant's execution of such lease.



- F. **Termination of Agency Relationship:** RPO acknowledges and agrees that unless RPO and Broker enter into a separate property management agreement, Broker will not represent RPO in any manner regarding the management of the Premises. RPO further agrees that the representation duties of, and agency relationship with, Broker terminate at the earlier of (i) or (ii) Below:

(i) Entering into a rental or lease agreement for the Premises and, if checked, (choose all that apply) ☐ Tenant occupancy, ☒ delivering to Tenant keys or other means of entering the Premises, ☒ Tenant walkthrough, ☐ completion of Move In Inspection (such as C.A.R. Form MII or comparable form agreed-to by the parties); or (ii) If no lease is already entered into, at the expiration of this Agreement.

14. **ATTORNEY'S FEES:** In any action, proceeding or arbitration between RPO and Broker arising out of this Agreement, RPO and Broker shall be responsible for paying their own attorney's fees and costs except as provided in **paragraph 15A**.

15. **DISPUTE RESOLUTION:**

A. **MEDIATION:** (1) RPO and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. (2) Mediation fees, if any, shall be divided equally among the parties involved. (3) If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, and that party is the losing party in any such action, the prevailing party shall be entitled to recover attorney fees, notwithstanding **paragraph 14**. Exclusions from this mediation agreement are specified in **paragraph 15B**.

B. **ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.

C. **ADVISORY:** If RPO and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

16. **MANAGEMENT APPROVAL:** If a salesperson or broker-associate enters this Agreement on Broker's behalf, Broker/Manager has the right to cancel this Agreement, in writing, within **5 calendar days** after its execution.

17. **EQUAL HOUSING OPPORTUNITY:** The Premises is offered in compliance with federal, state and local anti-discrimination laws.

18. **ADDITIONAL TERMS:**

- A. ☒ Rental Property Owner Disclosure (C.A.R. Form RPOD);
B. ☐ Rental Property Owner Intake Form (C.A.R. Form RPOI);
C. ☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
D. ☒ California Consumer Privacy Act Advisory (C.A.R. Form CCPA);
E. ☒ Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD)
F. ☐ Keysafe/Lockbox-Addendum (C.A.R. Form KLA);
G. Other: Equity Union Disclosures.

19. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon RPO and RPO's successors and assigns.

20. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

21. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall deliver to Broker, within **3 Days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).



By signing below, RPO acknowledges that RPO has read, understands, received a copy of, and agrees to the terms of this Agreement.

☐ ENTITY RENTAL PROPERTY OWNERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) **Non-Individual (entity) RPO:** One or more RPOs is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____
- (3) **Contractual Identity of RPO:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.
 - (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
 - (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (4) **Legally Authorized Signer:**
 - (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 21** for additional terms.
 - (B) The name(s) of the Legally Authorized Signer(s) is/are: _____

RENTAL PROPERTY OWNER SIGNATURE(S):

(Signature) By, _____ Date: **01/14/26**

Printed name of RPO: **Joshua Prager**

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone # _____

Social Security/Tax ID # (for reporting purposes): _____

(Signature) By, _____ Date: _____

Printed name of RPO: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone # _____

Social Security/Tax ID # (for reporting purposes): _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) **Equity Union** DRE Lic. # **01811831**

Address _____ City _____ State _____ Zip _____

By **Jamie Nugent** Tel. _____ E-mail _____ DRE Lic# **01214028** Date **1/12/26**

By _____ Tel. _____ E-mail _____ DRE Lic# _____ Date _____

☐ Two Brokers with different companies are co-listing the Premises. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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Joshua Prager



RENTAL PROPERTY OWNER ADVISORY

(C.A.R. Form RPOA, 6/25)

Whether you already own, or you intend to purchase, property to be used as a rental, there are many issues you need to consider. This Rental Property Owner Advisory (C.A.R. Form RPOA) is intended to address legal and practical issues impacting rental property owners, whether they are new to the business or they have prior or existing experience. This Advisory will focus on rental property intended for occupancy of 30 or more days. Rental property owners intending to rent out property for periods of 30 or fewer days should review the Short Term (Vacation) Rental Advisory (C.A.R. Form SVRA).

1. **LIMITATIONS ON ABILITY TO SET RENTAL RATES AND EVICT TENANTS:**
 - A. **LOCAL RENT AND EVICTION CONTROL LAWS:** Many local jurisdictions, either city or county or both, do now, or may in the future, impose restrictions that limit the rent that can be charged to a tenant, regulate the right of a housing provider to terminate a tenancy and the costs to do so, and establish consequences of terminating a tenancy unlawfully. Additionally, some jurisdictions require notification or registration any time a property is leased or rented. Even if property that is currently vacant was previously tenant-occupied, the termination of that previous tenancy may affect a new tenant or buyer's rights such as the legal use of the property and who may occupy the property in the future.
 - B. **STATE OF CALIFORNIA TENANT PROTECTION ACT ("TPA") (Civil Code §§ 1946.2, 1947.12, and 1947.13):**
 - (1) **Description:** The TPA is a statewide law in California that: (i) imposes limits on the amount a property owner can increase rent to a residential tenant ("Rent Cap"); and (ii) identifies a limited number of reasons that a property owner may terminate a tenancy and evict a tenant ("Just Cause").
 - (2) **Exemptions:** Exemptions exist to both the Rent Cap and Just Cause laws under the TPA.
 - (A) The most common exemptions from both rent cap and just cause eviction laws are:
 - (i) Separately alienable single-family dwellings, including a condominium, as long as the property is not owned by a corporation; a limited liability company with a corporate member; or a real estate investment trust. For this exemption to apply, the Housing Provider must first give the tenant applicable notice of the exemption and incorporate such notice into the rental agreement for all new leases and renewals (See Rent Cap and Just Cause Addendum, C.A.R. Form RCJC);
 - (ii) Dwellings built in the previous 15 years prior to the property being leased or rented or from any notice being given; and
 - (iii) A duplex in which one of the units was owner occupied at the commencement and throughout the tenancy.
 - (B) Additional exemptions that only apply to the just cause eviction rules under the TPA include:
 - (i) Single family, owner occupied residences in which the owner rents no more than two units or bedrooms, including accessory dwelling units or junior accessory dwelling units; and
 - (ii) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner. Other exemptions may be applicable.
2. **HABITABILITY AND UPKEEP:** A rental property owner has an obligation to make the property fit for occupancy and shall repair all subsequent dilapidations that make the property untenable. Among other requirements, a property is untenable if it lacks any of the following characteristics: Effective waterproofing and weather protection of the roof, walls, windows and doors; plumbing in good working order; hot and cold running water; heating facilities in good working order; electrical lighting in good working order; building and grounds free from debris, filth, rubbish, garbage, rodents and vermin; garbage receptacles, floors, stairways and railings in good repair; and a locking mail receptacle for each unit. The property must have water conserving plumbing fixtures, braced, anchored or strapped water heaters, smoke alarms and carbon monoxide detectors, safety features for pools, and be free of bed bugs. (See Rental Property Owner Intake Form, C.A.R. Form RPOI.)
3. **DISCLOSURES:**
 - A. **STATUTORILY REQUIRED:**
 - (1) **BY CALIFORNIA:** Water submeters; methamphetamine contamination orders; periodic pest control treatment; elevated levels of mold; bed bugs; special flood hazard areas; utility submetering; registered sex offenders; military ordnance locations; positive tenant rental payment reporting; rent caps and just cause reasons for evictions.
 - (2) **BY LOCAL COUNTY OR CITY:** Contact your local government for such requirements.
 - (3) **BY FEDERAL LAW:** Lead-based-paint reports, records and renovations.
 - B. **CONTRACTUALLY REQUIRED:** Presence of asbestos; homeowner association rules and restrictions; and death on the property.
 - C. **FORM:** Rental Property Owner Disclosure (C.A.R. Form RPOD) may be used to satisfy many of these requirements.
4. **SECURITY DEPOSITS (California Civil Code § 1950.5):**
 - A. **MAXIMUM AMOUNT:** Effective July 1, 2024, for any new tenancy, a residential security deposit may not, in most cases, exceed the equivalent of one-month's rent, whether the property is furnished or unfurnished. Certain housing providers may charge up to two-month's rent for security deposit if the housing provider is a natural person and the housing provider owns no more than two residential rental properties that collectively include no more than four dwelling units. Even if the above exception applies, the one-month limit remains if the tenant is an active member of the armed services. (See Security Deposit Disclosure and Addendum, C.A.R. Form SDDA.)
 - B. **RETURN TO TENANT:** California law requires that housing providers notify the tenants and that tenants be given an opportunity to repair damages to the property prior to termination of tenancy within the last two weeks before the termination (See Pre-Move-Out Inspection, C.A.R. Form PMOI). A housing provider, within 21 days after all tenants have vacated the premises, is required to provide the tenant with an itemization of the deductions made against the security deposit, and return any remaining portion of the security deposit. If any deduction is made from a security deposit, supporting documentation must be provided with the letter itemizing the deduction. (See Security Deposit Return, C.A.R. Sample Letter SDR.)
 - C. **PICTURES OF PROPERTY:** Beginning April 1, 2025, a housing provider must, at the end of a tenancy, take pictures of the property after possession is returned but prior to repairs being made, and take pictures of the property after completion or any repairs or cleaning. For tenancies commencing on or after July 1, 2025, pictures must be taken immediately before or at the inception of the tenancy. If any deduction is made for repairs or cleaning, the housing provider shall provide the photographs by mail, email, flash drive, or by providing a link where the tenant can use to view the photographs online. (See Move In Inspection and Move Out Inspection, C.A.R. Forms MII and MOI; or Move In Inspection Summary and Move Out Inspection Summary, C.A.R. Forms SUM-MII and SUM-MOI.)

5. **SCREENING FEES:** California law (Civil Code § 1950.6) allows a housing provider, to charge an upfront application screening fee in an amount adjusted annually for inflation using the Consumer Price Index. According to the California Apartment Association, in 2024 a housing provider could charge \$62.02 per applicant. The ability to retain the screening fee, however, will depend on the housing provider's procedure in screening applicants. A housing provider must abide by one of the following two procedures:
 - A. **HOUSING PROVIDER DISCLOSES WRITTEN CRITERIA TO A TENANT AT TIME OF APPLICATION:**
 - (1) In order to retain the screening fees, the housing provider must (i) review applications in the order in which they are received, and (ii) approve the first applicant who meets all the criteria.
 - (2) Housing provider may keep the screening fee from any applicant: (i) whose application is approved; or (ii) whose application is considered and denied, but only because the applicant failed to meet the disclosed written criteria.
 - (3) If the tenant's application is not considered, within 7 days: (i) the screening fee shall be refunded to the applicant; or (ii) the housing provider may offer to apply the screening fee to an application for another rental unit being offered by the housing provider.
 - B. **HOUSING PROVIDER DOES NOT DISCLOSE WRITTEN CRITERIA AT TIME OF THE TENANT'S APPLICATION OR DOES NOT FOLLOW THE REQUIREMENTS IN PARAGRAPH 5A(1):** A housing provider, who does not disclose the written screening criteria to the tenant with the application or does not review applications in order and approve the first qualified tenant, will only be able to keep the screening fee of the applicant whose application is approved. The screening fees collected from all other applicants must be returned by the sooner of these two events: (i) within 7 days of selecting another applicant to be the tenant; or (ii) within 30 days of the date the applicant submitted their application.
6. **TENANT RENTAL PAYMENT REPORTING:** Under California Civil Code § 1954.04, Tenants who rent in a property that has 16 or more units have the right to require the residential rental property owners to make positive reports of a tenant's rental payments to a nationwide credit reporting agency of the owner's choosing. There is no obligation on the part of the owner to make the reports if the property is 15 or fewer units, unless the owner owns two or more rental properties and the owner is a real estate investment trust, a corporation or a limited liability company in which at least one member is a corporation. (See Offer of Tenant Positive Rental Payment Reporting C.A.R. Form TRPR.)
7. **ASSISTANCE ANIMALS AND PETS:**
 - A. **SERVICE ANIMALS:** A qualified service animal under California law is one that is trained to assist the animal owner with a disability-related task. A service animal is not considered a pet under the law. The animal's owner cannot be asked about their disability but may be asked what task the animal has been trained to perform.
 - B. **SUPPORT OR COMPANION ANIMALS:** Sometimes referred to as support animals, or emotional support animals, or companion animals, these animals are not considered pets under the law. The animal's owner cannot be asked about their disability, but the property owner can ask for documentation establishing the need for the animal. The documentation is typically provided by a medical provider, but it is not required to be, and it can be provided by any reliable third party who is in a position to know about the individual's disability or the disability-related need for the support or companion animal.
 - C. **PETS:** An owner can prohibit pets, but may not prohibit an animal that is a service or support or companion animal. A property owner may charge a pet owner a higher security deposit than that charged to a tenant without a pet, provided the security deposit is not increased above the maximum allowed by law, but the owner may not do so to a tenant with a service or support or companion animal. If the security deposit is being raised within the allowable limits, it may be beneficial to continue to term it as security deposit rather than specifying that it is solely a pet deposit.
 - D. **See Animal Terms and Conditions Addendum (C.A.R. Form ATCA), for further information about what an owner can or cannot require for animals permitted on the property.**
8. **NOTICES:** California and in many cases, local government, have laws addressing how and when a tenant may be given notice to either change the terms of a tenancy or to terminate a tenancy. Courts require strict compliance with these laws and failure to abide by the smallest detail may make the notice invalid and ineffective. Before attempting to provide notices on your own, consult with a qualified California real estate attorney who has experience with landlord-tenant law and the local rules in the area where the property is located.
9. **INSURANCE:**
 - A. **OBTAINING AND KEEPING:** Rental property owners should obtain liability and damage insurance in an amount sufficient to protect their interests. If the rental property owner previously occupied the property, the insurance carrier should be contacted to determine if the insurance policy will provide coverage for the property if it is used as a rental.
 - B. **BROKER/PROPERTY MANAGER ADDITION TO POLICY:** Real estate licensees, whether taking on lease listing or property management responsibilities, do not have insurance coverage for the protection of the rental property owner. Real estate property management agreements will generally include a clause that requires the owner to maintain a minimum amount of public and premises liability insurance coverage and to name the licensee as an additional insured on the policy, and may allow the broker to obtain, at property owner's expense, such coverage. (See Property Management Agreement, C.A.R. Form PMA.)
 - C. **TENANT OBLIGATIONS:** A tenant is responsible for obtaining their own renter's insurance, and such a recommendation may be made in the lease or rental agreements. (See Residential Lease or Month-to-Month Rental Agreement, C.A.R. Form RLMM.) A property owner may want the tenant to also obtain a liability insurance policy for a minimum amount and to name both the rental property owner, and, if applicable, the real estate licensee as additional insured, or at a minimum, and additional interest holder. The latter allows the owner to inquire on the status of coverage. (See Residential Lease or Month-to-Month Rental Agreement, C.A.R. Form RLMM.)
10. **FAIR HOUSING CONSIDERATIONS:** California fair housing laws prohibit discrimination against individual tenants who belong to at least one of over 20 protected classes or categories. Included among the list is the source of a tenant's income. A rental property owner cannot refuse to rent to a tenant just because the tenant receives governmental agency rental housing assistance or vouchers (e.g. Section 8). Refusal to rent to a prospective tenant who has an assistance animal or who brings in an assistance animal after the rental has been approved is a violation of California's fair housing laws. So-called testers are employed by the California Department of Civil Rights, and plaintiff attorneys to try and find violations of the law. California also prohibits discrimination based on a tenant's immigration status or familial status, which includes the number of people who will be residing in the rental. (See Fair Housing and Discrimination Advisory, C.A.R. Form FHDA.)
11. **DECLARED EMERGENCIES:** California has experienced wildfires, floods, earthquakes and other natural disasters. The California Governor has sweeping power to declare a State of Emergency. Often accompanying a State of Emergency is an Executive Order which prohibits, or limits, rent increase (typically 10% during the state of emergency or any extension period). Local authorities also have the authority to declare a local state of emergency. These Executive Orders may last for a period of 30 days and may be extended for months or even years.
12. **UTILITIES:** Some properties have utilities billed in the name of the property owner and others in the name of the tenant. There may be a single meter or submeters. If a master meter is in the rental property owner's name, and the tenant makes payments that are past due to prevent the loss of utilities, the tenant may reduce rent by the amount paid on the property owner's behalf. Owners should seek legal counsel regarding proportioning utilities on a single meter (other than by unit or by square footage) or prior to changing who is responsible in the lease for paying utilities.



13. **ELEVATED WOOD BALCONIES AND STAIRS:** Commencing January 1, 2026, if any building on a property contains 3 or more units, and has balconies, decks, stairways or other structures that are at least 6 feet above ground level and are supported, in whole or in part, by wood or wood-based products, then the elevated elements must be inspected by an appropriate professional, and every six years thereafter. The report requires that a property owner be informed of necessary repairs. See Wooden Balconies and Stairs Addendum (C.A.R. Form WBSA) for further information.
14. **LEGAL AND TAX CONSEQUENCES:** You are advised to seek the advice of a qualified California landlord-tenant attorney who is familiar with the law where the property is located and a qualified CPA or tax professional before signing an agreement or at the latest during the investigation contingency if you are purchasing a property for rental or before the execution of a lease or rental agreement if already a rental property owner. Broker/Agent cannot give legal or tax advice.
15. **TERMINATION OF AGENCY:** Unless otherwise agreed, the agency relationship with Broker(s)/Agent(s) representing you will be terminated, and the Broker(s)/Agent(s) will not act as property manager(s), as follows: (i) in a purchase transaction, upon close of escrow; or (ii) pursuant to a lease listing agreement, once you enter into a written agreement with a tenant.

By signing below, Buyer/Rental Property Owner acknowledges that they have received a copy of this Rental Property Owner Advisory, and they have read and understand its terms.

Buyer/Rental Property Owner

Joshua P Prager

Date

1/14/26

Buyer/Rental Property Owner



FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 12/24)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race (and race traits)	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any Arbitrary Characteristic or Intersectionality

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC § 10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords/Housing Providers
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
 - Appraisers

8. EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:

- A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
- ## 9. EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:
- A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)

Equity Union - Sherman Oaks, 13400 Ventura Blvd Sherman Oaks CA 91423
Jamie Nugent

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Joshua Prager

- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://calcivilrights.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____	Date _____
Buyer/Tenant _____	Date _____
Seller/Housing Provider  _____	Date <u>1/24/26</u>
Seller/Housing Provider _____	Date _____

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FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)

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Joshua Prager





CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant Joshua Prager Date 1/14/25
Buyer/Seller/Landlord/Tenant _____ Date _____

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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

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Joshua Prager

MULTIPLE LISTING SERVICE ADDENDUM

(C.A.R. Form MLSA, Revised 12/25)

The following terms and conditions are hereby incorporated in and made a part of the Residential Listing Agreement, ☒ Other **Residential Lease Listing Agreement** dated 01/12/2026, on property known as 964 Palisades Beach Rd, Santa Monica, Ca 90403 in which and Joshua Prager is referred to as ("Seller") and Equity Union is referred to as ("Broker").

1. MULTIPLE LISTING SERVICE:

- A. **WHAT IS AN MLS?** An MLS is an organization that brokers join to work cooperatively to benefit their clients by establishing rules of cooperation between real estate agents resulting in detailed information about properties for sale, and any resulting transaction, being made available to other agents and their clients. The MLS manages these property records to ensure their accuracy and fair distribution to agents, appraisers and consumers. The MLS also enforces rules on property access and fair advertising practices. Most residential real estate practitioners in any given area belong to an MLS. An MLS may also be part of a reciprocal or data sharing agreement in which the MLS shares the property and listing details with the real estate practitioners of other neighboring multiple listing services. Real estate agents belonging to other multiple listing services that have reciprocal or data sharing agreements with the MLS also have access to the information submitted to the MLS.
- B. **REALTOR® OWNED MLSs:** Many MLSs are REALTOR® owned and are obligated to comply with the rules promulgated by the National Association of REALTORS® ("NAR"). The rules of those MLSs provide that once a seller's listing has been publicly marketed, as defined in **paragraph 3**, the broker who has taken the listing and who belongs to a REALTOR® owned MLS shall submit information describing the price, terms, and conditions under which the seller's property is offered for sale to the MLS. REALTOR® owned MLSs will not publish offers of compensation from a seller's broker to a buyer's broker.
- C. **WHAT INFORMATION IS PROVIDED TO THE MLS AFTER SALE:** All terms of the transaction, including sales price and, if applicable, financing and concessions, (i) will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.
- D. **WHAT IS BROKER'S MLS?** Broker belongs to the Multiple Listing Service (MLS) specified in **paragraph 2E(1)** of the Agreement and possibly others. Broker shall inform Seller if the MLS specified in **paragraph 2E(1)** of the Agreement is not the primary MLS for the geographic area of the Property. When required by **paragraph 3** of this MLSA or by the MLS, Property will be listed with the MLS(s) specified.

2. BENEFITS OF USING AN MLS; IMPACT OF OPTING PROPERTY OUT OF AN MLS

- A. **EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who belong to that MLS or a reciprocating MLS. That MLS may further send the details about the property listed to internet sites that post property listings online. Exposure of a seller's property through the MLS is intended to maximize publicity of the seller's property to the marketplace of potential buyers and real estate licensees in anticipation that the more awareness there is that the seller's property is for sale, the more likely it is that the seller can achieve the goals of the listing.
- B. **IMPACT OF OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (i) Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (iii) Information about Seller's Property will not be transmitted from the MLS to various real estate internet sites that are used by the public to search for property listings; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property; and (v) the scope of marketing will consist only of direct one-on-one promotion between the brokers and agents and their respective clients.
- C. **REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price. Limiting exposure of the Property to only the agents and clients of Broker may result in the Property being on the market for a longer period than if it was more widely exposed to the other brokers that belong to the MLS and to the public.
- D. **NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

3. PUBLIC AND PRIVATE MARKETING OF PROPERTY; "CLEAR COOPERATION POLICY":

- A. Unless **paragraph 3E** is checked, the MLS to which Broker will submit the listing has adopted the policy of the NAR which requires that exclusive and seller reserved listings for residential real property with one to four units and vacant lots be submitted to the MLS within 1 business day of any public marketing ("Clear Cooperation").
- B. Public marketing includes but is not limited to: Flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public.
- C. In guidance from NAR, private marketing permits all agents affiliated with Broker to engage in one-to-one promotion between these agents and their clients and one-to-one promotion with other licensees, who may communicate to their clients. (NOTE: Not all MLSs have implemented or follow the NAR guidance, and Seller should discuss with Broker what is allowed under MLS rules.)
- D. Different status options may be available for exclusive or seller-reserved listings taken by members of the MLS. Marketing options for listings submitted to the MLS may include: Full Exposure; Delayed Marketing, and if available by the MLS, Coming Soon (or equivalent status). The status option for listings not submitted to the MLS is usually Office Exclusive. See **paragraph 5** for further information.

Seller's Initials JP



OR E. ☐ **CLEAR COOPERATION POLICY DOES NOT APPLY:** The MLSs used by Broker to market the Property do not have a Clear Cooperation Policy that applies to the Property. Broker shall disclose to Seller and obtain Seller's consent for any instruction to not market the Property on the MLS or to the public.

4. **PROPERTY LISTING INFORMATION ON THE INTERNET:** An MLS can send information about properties listed on the MLS to public real estate portals, including those operated by the MLS and additional internet sites operated by brokers and agents. MLS can also syndicate information about listed properties by providing them to various advertising outlets, increasing the exposure of the for-sale property. Seller can instruct Broker to give the MLS instructions to the contrary. Specific information that can be excluded from the internet as permitted by (or in accordance with) the MLS is as follows:

A. **TOTAL INTERNET OPT OUT:** Seller may prevent the Property from being marketed on the Internet which will keep the Property in the MLS systems only for access by other brokers, their agents, and their customers, but the Property listing will NOT be displayed outside of the MLS systems on 1) real estate portals, 2) Broker's own website or social media, 3) other cooperating MLS broker or agent websites, or 4) syndication advertising sites. Seller understands that this opt out would mean consumers searching for listings on the internet will not see the Property.

B. **LIMITED INTERNET INFORMATION OPT OUTS:**

(1) **PROPERTY OR PROPERTY ADDRESS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the internet. Seller understands that this opt out would mean consumers searching for listings on the internet may not see the Property or the Property's address in response to their search.

(2) **FEATURE OPT OUTS:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber websites, or electronic displays that display the Property listing, to have the features below. Seller understands (i) that these opt outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other internet sites:

(A) **COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.

(B) **AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.

5. **MARKETING OPTIONS:** An MLS may have different categories and options for marketing the property, including, but not limited to, the options in paragraphs 5A-D:

A. **FULL EXPOSURE:**

(1) The Property listing is submitted to the MLS, and it will also be made available to all subscribers and participants of the MLS ("Other Members") who may engage in one-to-one promotion with their existing or past clients, or mass market the Property to current, past, and prospective clients with the seller's consent.

(2) Information about the Property will be syndicated to third party website displays that have an agreement with the MLS.

(3) Other Members can use their own websites to electronically display the MLS data about the Property, and such information may be accessed by current and former clients of the brokerage as well as members of the public ("IDX").

(4) Other Members can electronically display the MLS data about the Property on their own websites, but such information is only available to be seen by the Other Members' clients or those who have registered with the Other Member, but not members of the general public ("VOW").

B. **DELAYED MARKETING LIMITED EXPOSURE:**

(1) The Property is submitted to the MLS, and it will also be made available to Other Members who may engage in one-to-one promotion with their existing or past clients but, other than specified in (4), may not mass market the Property to current, past, or prospective clients.

(2) Information about the Property will NOT be syndicated to third party website displays that have an agreement with the MLS.

(3) Other Members can NOT use their own IDX websites to electronically display the MLS data about the Property.

(4) Other Members can electronically display the MLS data about the Property on their own VOW websites, but such information is only available to be seen by the Other Members clients or those who have registered with the Other Member, but not members of the general public.

C. **COMING SOON (OR EQUIVALENT) MARKETING:**

Some MLSs permit a Coming Soon status, but there is no statewide definition of what that status means. Seller is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS.

D. **OFFICE EXCLUSIVE LIMITED EXPOSURE:** The Property will not be submitted to the MLS for display during the entire listing period, or another time specified by the seller. The seller's broker may engage in one-to-one promotion between any licensee working through the broker and their clients. If allowed by the MLS under the NAR guidance, other members who have received direct one-to-one promotion from a licensee with the listing brokerage firm may themselves engage in one-to-one promotion with their clients but may not mass market the Property to current, past, or prospective clients.

E. **DAYS ON MARKET:** Regardless of the marketing option chosen, Seller is advised to discuss with Broker how any Days on Market calculations, or any similar tracking fields, work in the MLS in which the Property will be listed for any option above, as well as the potential impact on Seller's property.

6. **PHOTOGRAPHS:** Visitors entering or touring the Property may take photographs or other images ("Images"), and Broker does not have the ability to control or block the taking and use of Images. Seller can instruct Broker to publish information in the MLS limiting the taking of Images to only those persons preparing appraisal or inspection reports. Seller acknowledges that even with a limiting instruction individuals who are either unaware of the MLS limiting instructions or who have disregarded those instructions may take images of the Property.



SELLER INSTRUCTIONS TO BROKERDate: **01/12/2026**

Seller instructs Broker to market the Property as follows: (NOTE: It is possible that different MLSs may be in different stages of implementing the rules set by the NAR and that not all choices below may apply or be available at the time of the listing.)

1. PROPERTY LISTING INFORMATION ON THE INTERNET (see paragraph 4 above for more information):

- A. ☐ **TOTAL INTERNET OPT OUT:** Seller requests that Broker advise the MLS that Seller does not want the Property to be displayed on the internet. Seller understands and acknowledges that if this option is checked, consumers who search for listings on Internet sites may not see information about the Property.
- B. ☐ **LIMITED OPT OUT:**
- (1) ☐ **Property Address:** Seller requests that Broker advise the MLS that Seller does not want the address of the Property to be displayed on the internet. Seller understands and acknowledges that (i) if this option is checked, consumers who search for listings on internet sites may not see the Property address in response to their search, and (ii) all requests are subject to MLS rules.
- (2) ☐ **Features Opt out:** Seller understands and acknowledges that if either or both options below are checked (i) this opt-out applies only to the Websites or Electronic Displays of MLS participants and subscribers who are real estate broker and agent members of an MLS; (ii) other Internet sites may or may not have the features set forth herein; and (iii) neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
- (A) ☐ **Comments and Reviews:** Seller requests that Broker advise the MLS that Seller does not want visitors to MLS participant or subscriber Websites or Electronic Displays that display the Property listing to have (i) the ability to write comments or reviews about Seller's Property on those sites; or (ii) the ability to link to another site containing such comments or reviews.
- (B) ☐ **Automated Estimate of Value:** Seller requests that Broker advise the MLS that Seller does not want MLS participant or subscriber Websites or Electronic Displays that display the Property listing (i) to create an automated estimate of the market value of the Property; or (ii) the ability to link to another site containing such automated estimate of the market value of the Property.

2. MARKETING OPTION: (see paragraph 5 above for more information): The marketing option selected below shall start at the beginning of the Listing Period or ☐ (date), or ☐ (date).

- A. ☐ **FULL EXPOSURE:** Market the Property with full exposure to the public starting at the beginning of the Listing Period; OR B. ☐ **DELAYED MARKETING LIMITED EXPOSURE (only applicable if allowed by MLS):** Market the Property as a Delayed Marketing Limited Exposure. Seller understands that even though the Property will be submitted to the MLS, the Property's data will not be syndicated to third party websites, nor be exposed through Other Member IDX websites. The Property will be available for others to see, tour and inform their clients.
- OR C. ☐ **COMING SOON (only applicable if allowed by MLS):** Market the Property under a Coming Soon policy. Broker has explained the parameters of Coming Soon and any impact it may have on marketing of the Seller's Property.
- OR D. ☐ **OFFICE EXCLUSIVE LIMITED EXPOSURE: (NOTE: Not all MLSs have implemented or follow the NAR guidance, and Seller should discuss with Broker what is allowed under MLS rules.)** Market the Property as an Office Exclusive Limited Exposure. Seller instructs Broker to EXCLUDE the Property from full dissemination by the MLS for the time period specified below. Seller certifies that Seller understands that no public marketing (paragraph 3B) will occur, and while the property is in office exclusive limited exposure option, the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients. If allowed by the MLS under the NAR guidance, Broker may engage in one-to one communication with other licensees who may communicate with their clients but may not mass market the Property to current, past, or prospective clients. Seller's Property may be shown to clients of agents of the Broker, but not to clients of other brokers, without triggering the obligation to place the property in the MLS. Seller understands and agrees that should any public marketing of the property occur, including showing of the Property to clients of an outside brokerage, the Property listing will be submitted to the MLS within 1 business day.
- (1) Do NOT market the Property to the public during the entire Listing Period unless Seller gives Broker written instruction otherwise;
- OR (2) ☒ Begin marketing the Property to the public under **FULL EXPOSURE** (including through the MLS) on **02/06/2026** (date).

3. OTHER INSTRUCTIONS/TERMS: Seller and Broker may agree to additional terms and items below, but they will be subject to MLS rules and what is permitted in the MLS.

A. SELLER PHOTOGRAPH INSTRUCTION:

- (1) Visitors are not restricted from taking Images of the Property;
- OR (2) ☐ Seller instructs Broker to publish in the MLS that taking of images is limited to those persons preparing appraisal or inspection reports.

B. OTHER INSTRUCTIONS/TERMS:

By signing below, Seller acknowledges that they have received a copy of this Multiple Listing Service Addendum, and they have read, understand, and agree to its terms.

Seller Joshua Prager Date 1/14/26

Seller _____ Date _____

Real Estate Broker (Listing Firm) **Equity Union**

By Jamie Nugent DRE Lic# **01214028** Date _____

By _____ DRE Lic# _____ Date _____

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Joshua Prager

