



INSTRUCTIONS FOR OFFER SUBMISSION & ADDITIONAL TERMS PARTITION SALE

1. All offers to be submitted on CAR's CA Residential Purchase Agreement & Joint Escrow Instructions ("RPA") with Probate Advisory (Form "PA"), Probate Agreement Purchase Addendum (Form "PA-PA") & check box 1.A "Other" and write in Partition Action, and check box 3.B, & Court Confirmation Addendum (Form "CCA) attached.
2. Escrow shall close 10 days after escrow's receipt of the Order Confirming Sale.
3. The property is being sold "as is" with no representations or warranties implied or expressed by Seller or Seller's agents and/or representatives.
4. Offer shall provide exact vesting of Buyer; may not stipulate "assignees" or "to be determined" in Escrow.
5. Seller to select all services.
6. Buyer will be responsible for repairs (if any).
7. Buyer will be responsible for the pest control report and/or repairs (if any) to happen after close of escrow.
8. Seller to be responsible for smoke detectors, carbon monoxide detectors and water heater strapping prior to the close of escrow. Buyer to be responsible for any other retrofitting costs and/or completion of work after the close of escrow.
9. Buyer will be responsible for cost/coverage of home protection plan (if Buyer elects).
10. The buyer's deposit will be 10% of the purchase price, to be submitted to escrow within one (1) business day of acceptance. A 10% earnest money deposit (EMD) will be required by the court, which will be determined during the counter-offer stage. All offers must be accompanied by verification of the 10% deposit.
11. County and city transfer taxes and fees shall be paid one-half by Buyer and one-half by Seller.
12. Buyer to attach a removal of appraisal contingencies form with offer.
13. If the offer will be submitted by an entity, please provide appropriate documentation.



- a. If LLC:
 - i. Operating Agreement, Articles of Organization, and Tax ID #.
 - b. If Trust:
 - i. A complete copy of the trust (or at least a notarized trust certificate)
 - c. If Partnership:
 - i. Partnership Agreement and Tax ID #
 - d. If Corporation:
 - e. Articles of Incorporation, Bylaws, certificate of good standing, and Tax ID#
14. Commission, which shall be based on the FINAL court confirmed sales price, shall be split, one half to the listing agent and one half to the buyers agent of the successful purchaser.