



# DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)  
(C.A.R. Form AD, Revised 12/24)



(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

### SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

### SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.**

**Note: Real estate broker commissions are not set by law and are fully negotiable.**

**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

Signed by: Post Steven Dye Date 5/19/2026 | 9:14:34  
 Buyer  Seller  Landlord  Tenant  
 90E6B9F18EA74BD... Date \_\_\_\_\_

Agent \_\_\_\_\_ DocuSigned by: Equity Union DRE Lic. # 0018212 01811831

By Jamie Nugent Real Estate Broker (Firm) Jamie Nugent DRE Lic. # 01214028 Date 5/18/2026 | 6:41:54  
 \_\_\_\_\_ (Salesperson or Broker-Associate, if any)



**2079.13.** As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

**(a)** "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "Buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of § 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

**2079.14. (a)** A copy of the disclosure form specified in § 2079.16 shall be provided in a real property transaction as follows: (1) The seller's agent, if any, shall provide the disclosure form to the seller before entering into a listing agreement. (2) The buyer's agent shall provide the disclosure to the buyer as soon as practicable before the execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in § 2079.16 shall obtain a signed acknowledgment of receipt from the buyer or seller except as provided in § 2079.15.

**2079.15.** In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.16** Reproduced on Page 1 of this AD form.

**2079.17(a)** As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm \_\_\_\_\_ DO NOT COMPLETE. SAMPLE ONLY \_\_\_\_\_ License Number \_\_\_\_\_  
 Is the broker of (check one):  the seller; or  both the buyer and seller. (dual agent)  
 Seller's Agent \_\_\_\_\_ DO NOT COMPLETE. SAMPLE ONLY \_\_\_\_\_ License Number \_\_\_\_\_  
 Is (check one):  the Seller's Agent. (salesperson or broker associate)  both the Buyer's and Seller's Agent. (dual agent)  
 Buyer's Brokerage Firm \_\_\_\_\_ DO NOT COMPLETE. SAMPLE ONLY \_\_\_\_\_ License Number \_\_\_\_\_  
 Is the broker of (check one):  the buyer; or  both the buyer and seller. (dual agent)  
 Buyer's Agent \_\_\_\_\_ DO NOT COMPLETE. SAMPLE ONLY \_\_\_\_\_ License Number \_\_\_\_\_  
 Is (check one):  the Buyer's Agent. (salesperson or broker associate)  both the Buyer's and Seller's Agent. (dual agent)

**(d)** The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

**2079.18** (Repealed pursuant to AB-1289)

**2079.19** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

**2079.21 (a)** A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

**2079.22** Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

**2079.23 (a)** A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

**2079.24** Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.





# 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](http://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/](http://cppa.ca.gov/regulations/)).

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

Signed by: Post Steven Dye Date 5/19/2026 | 9:14:34 AM  
Buyer/Seller/Landlord/Tenant Post Steven Dye

Buyer/Seller/Landlord/Tenant \_\_\_\_\_ Date \_\_\_\_\_

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REAL ESTATE BUSINESS SERVICES, LLC.  
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525 South Virgil Avenue, Los Angeles, California 90020



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



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Signed by: Post Steven Dye **Post Steven Dye** Date 5/19/2026 | 9:14:34  
 Buyer  Seller  Landlord  Tenant  
 90E6B9F18EA74BD... Date \_\_\_\_\_

Agent Coldwell Banker Realty DRE Lic. # 00616212  
 DocuSigned by: Real Estate Broker (Firm)

By Kenneth Sisson DRE Lic. # 01292247 Date 5/18/2026 | 6:21:06  
 ABAF88A0D672... (Salesperson or Broker-Associate, if any)

AD REVISED 12/24 (PAGE 1 OF 2)

## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)



2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

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Seller's Brokerage Firm \_\_\_\_\_ DO NOT COMPLETE. SAMPLE ONLY \_\_\_\_\_ License Number \_\_\_\_\_
Is the broker of (check one):  the seller; or  both the buyer and seller. (dual agent)
Seller's Agent \_\_\_\_\_ DO NOT COMPLETE. SAMPLE ONLY \_\_\_\_\_ License Number \_\_\_\_\_
Is (check one):  the Seller's Agent. (salesperson or broker associate)  both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm \_\_\_\_\_ DO NOT COMPLETE. SAMPLE ONLY \_\_\_\_\_ License Number \_\_\_\_\_
Is the broker of (check one):  the buyer; or  both the buyer and seller. (dual agent)
Buyer's Agent \_\_\_\_\_ DO NOT COMPLETE. SAMPLE ONLY \_\_\_\_\_ License Number \_\_\_\_\_
Is (check one):  the Buyer's Agent. (salesperson or broker associate)  both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. (b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.





**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](http://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/](http://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 Post Steven Dye Signed by: Post Steven Dye Date 5/19/2026 | 9:14:34 A

Buyer/Seller/Landlord/Tenant \_\_\_\_\_ Date \_\_\_\_\_

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**CCPA REVISED 12/22 (PAGE 1 OF 1)**

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



LEASE LISTING AGREEMENT
EXCLUSIVE AUTHORIZATION TO LEASE OR RENT
(C.A.R. Form LL, Revised 12/25)



Date Prepared: 05/13/2026

1. EXCLUSIVE RIGHT TO LEASE: Post Steven Dye (Rental Property Owner) or "RPO" hereby employs and grants Equity Union ("Broker") beginning (date) 05/19/2026 and ending at 11:59 P.M. on (date) 01/15/2027 ("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 605 Palisades Beach Rd, Santa Monica, CA 90402 ("Premises").

2. LISTING TERMS:

- A. RENT AMOUNT: Forty-Two Thousand, Five Hundred Dollars \$ 42,500.00 per Month
B. SECURITY DEPOSIT \$85,000.00 (see C.A.R. Form SDDA for more information regarding allowable amounts.)
C. TYPE OF TENANCY: (Check all that apply): [X] Month-to-month; [X] One year [X] Other Fixed-term
D. ITEMS INCLUDED IN LEASE/RENTAL: All fixtures and fittings attached to the Premises and the following items of personal property: All existing furnishings. Property is being leased furnished.
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: Furnishings and any personal property.
F. ITEMS EXCLUDED FROM LEASE/RENTAL: [ ] Garage/Carport; [X] Garage apartment and associated 1-car garage.
G. ADDITIONAL TERMS: See Text Overflow Addendum (C.A.R. Form TOA) paragraph 1

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) [X] 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) [ ] .
(B) RPO agrees to pay Broker additional compensation of 3.00% , 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) [X] See Text
(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 120 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.

Owner's Initials [X] PSD /



Property Address: 605 Palisades Beach Rd, Santa Monica, CA 90402

Date: 05/13/2026

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 3.000 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  3.000 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  Short-term (six months or less) listing commission to be 5%.

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.

J.  **REFERRAL FEE:** Broker is paying a referral fee related to representation of the Housing Provider. See attached C.A.R. Form RAD.

**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: No exceptions.

Owner's Initials  PSD / \_\_\_\_\_



**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 of 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. If Broker uses a digitally altered image ("DAI") in an advertisement or other promotional material to market the Property for leases over a year, Broker must comply with Business & Professions Code § 10140.8 as follows: (i) by including a reasonably conspicuous statement located on or adjacent to the DAI stating that the image is altered and also clearly identifying that the original, unaltered image can be accessed via a link to a publicly-accessible internet website, URL, or QR code; and (ii) if the DAI is posted on an internet website controlled by Broker or Broker's agent, Broker may satisfy Broker's legal obligation by either complying with **paragraph 12A(i)** above or by including the unaltered version along with the DAI posting. For details on what qualifies as DAI – and for examples of image enhancements that are not considered DAI – see Business & Professions Code §10140.8.
- 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.

LL REVISED 12/25 (PAGE 3 OF 5)

Owner's Initials <sup>Initial</sup> **PSD** / \_\_\_\_\_



**LEASE LISTING AGREEMENT (LL PAGE 3 OF 5)**

Property Address: **605 Palisades Beach Rd, Santa Monica, CA 90402**

Date: **05/13/2026**

- 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: **Addendum #1 (Photography)**

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.

Owner's Initials  Initial  
PSD / \_\_\_\_\_



Property Address: 605 Palisades Beach Rd, Santa Monica, CA 90402

Date: 05/13/2026

**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 #): Post Steven Dye Living Trust, Dated October 2nd 2014
- (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: Post Steven Dye

**RENTAL PROPERTY OWNER SIGNATURE(S):**

(Signature) By, Post Steven Dye Date: 5/19/2026 | 9:14:34

Printed name of RPO: Post Steven Dye

Printed Name of Legally Authorized Signer: Post Steven Dye Title, if applicable, Trustee

Address 605 Palisades Beach Rd City Santa Monica State CA Zip 90402

Email poststevendye58@hotmail.com Phone # (310)795-8883

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. # 00616212

Address 13412 VENTURA BLVD STE 350 City SHERMAN OAKS State CA Zip 91423

By Jamie Nugent Tel. (310)804-6039 E-mail jamienugent@me.com DRE Lic# 01214028 Date 5/18/2026 | 6:41:54

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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**LL REVISED 12/25 (PAGE 5 OF 5)**

**LEASE LISTING AGREEMENT (LL PAGE 5 OF 5)**





RENTAL PROPERTY OWNER DISCLOSURE

(Intended to be provided with a lease listing or property management agreement and with a residential lease)

(C.A.R. Form RPOD, Revised 6/23)



Rental Property Owner, Post Steven Dye ("RPO")

makes the following disclosures with regard to the real property described as 605 Palisades Beach Rd, Unit #, situated in Santa Monica, County of Los Angeles, California ("Premises").

RPO authorizes the disclosures made on this form to be used to supplement the terms of a residential lease or rental with a tenant (lessee) and, if applicable, a lease listing or property management agreement with a broker.

1. Disclosure Limitation: The following are representations made by the RPO and are not the representations of the agent(s), if any. This Disclosure is not a warranty of any kind by the RPO or any agent(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by RPO. A real estate broker is qualified to advise on real estate transactions. If RPO or tenant desires legal advice, they should consult a qualified California real estate attorney.

2. Note to RPO, PURPOSE: To provide tenant and broker with information about known material facts affecting the Premises, to help eliminate misunderstandings about the condition of the Premises and, where relevant, to document a RPO's response to contractual requirements.

- Answer based on actual knowledge and recollection.
• Something that you do not consider material may be perceived differently by others.
• Think about what you would want to know if you were leasing or renting the Premises.
• Read the questions carefully and take your time.

3. Note to Tenant (lessee), PURPOSE: To give you more information about known material facts affecting the value or desirability of the Premises and help to eliminate misunderstandings about the condition of the Premises.

- Something that may be material or significant to you may not be perceived the same way by the RPO.
• If something is important to you, be sure to put your concerns and questions in writing.
• RPO can only disclose what they actually know. RPO may not know about all material items.
• RPO's disclosures are not a substitute for your own investigations, personal judgments, or common sense.

4. RPO's AWARENESS: For each statement below, answer the question "Are you (RPO) aware of..." by checking either "Yes" or "No." A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided.

5. LEAD-BASED PAINT:

ARE YOU (RPO) AWARE OF...

- A. Whether the Premises was constructed prior to January 1, 1978. Yes No
If yes, in accordance with federal law, Housing Provider gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form LPD) and a federally approved lead pamphlet.
B. Does RPO have any reports or records pertaining to lead-based paint or lead based paint hazards in the Premises.... Yes No
C. Were any renovations (i.e. sanding, cutting, demolition) of lead-based paint surfaces started or completed ..... Yes No
If yes, were such renovations done in compliance with Environmental Protection Agency Lead-Based Paint Renovation Rule ..... Yes No
Explanation:

6. METH CONTAMINATION:

ARE YOU (RPO) AWARE OF...

- A. Whether a government health official has issued an Order identifying the Premises as being contaminated by methamphetamine ..... Yes No
B. If yes to A, has any contamination specified in the order not been remedied ..... Yes No
If yes, RPO will provide a copy of the Order prohibiting occupancy of the Premises because of methamphetamine contamination as follows:
i. To Broker: Within 3 days of providing this Rental Property Owner Disclosure to Broker; OR a copy of the Order is attached.
ii. To Tenant: Prior to Tenant signing a lease or rental agreement, or attached to such agreement.
Explanation:

7. PERIODIC PEST CONTROL:

ARE YOU (RPO) AWARE OF...

- A. Whether the Premises is covered by a contract for periodic pest control treatment of the Premises..... Yes No
If yes, RPO will provide Tenant a copy of the notice given to RPO or Housing Provider by the pest control company.
A copy of the notice is attached.
Explanation:

8. WATER SUBMETERS:

ARE YOU (RPO) AWARE OF...

- A. Whether the Premises contains two or more units served by a single water meter..... Yes No
B. If yes to A, has RPO installed a submeter to measure and charge each individual unit for water usage..... Yes No
C. If yes, RPO agrees to comply with Civil Code §§ 1954.201 through 1954-219 and to provide any tenant with the required Water Submeter Notice (C.A.R. Form WSM).
Explanation:



**9. MOLD:** **ARE YOU (RPO) AWARE OF...**

A. Whether any elevated levels of mold are currently in the Premises.....  Yes  No

B. Whether any elevated levels of mold were previously detected the Premises.....  Yes  No

(1) If yes to B, was the Premises treated and the mold eradicated .....  Yes  No  
 If yes to B(1), identify the location and date(s) of the treatment: \_\_\_\_\_

C. If yes to A or B, does RPO have any reports or records pertaining to elevated levels of mold in the Premises.....  Yes  No  
 Explanation: \_\_\_\_\_

**10. ASBESTOS:** **ARE YOU (RPO) AWARE OF...**

A. The presence of asbestos currently in the Premises.....  Yes  No

B. Whether asbestos was ever removed from the Premises.....  Yes  No

(1) If yes to B, identify the location and date(s) of the treatment: \_\_\_\_\_

(2) If yes to B, does RPO have any reports or records pertaining to asbestos in the Premises.....  Yes  No  
 Explanation: \_\_\_\_\_

**11. HOMEOWNER ASSOCIATION/CONDOMINIUM/PLANNED DEVELOPMENT** **ARE YOU (RPO) AWARE OF...**

A. Whether the Premises is a condominium or is located in a planned development, other common interest development or otherwise subject to covenants, conditions, and restrictions.....  Yes  No  
 If yes, specify below any contact information for the HOA or other entity. \_\_\_\_\_

B. If yes to A, are you aware of any known restrictions on rentals or use of the Premises .....  Yes  No  
 If yes to B, rules and CC&Rs may need to be provided to a tenant upon execution of a lease or rental.  
 Explanation: \_\_\_\_\_

**12. MILITARY ORDNANCE LOCATION:** **ARE YOU (RPO) AWARE OF...**

If the Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.  
 .....  Yes  No

**13. DEATH ON PREMISES:** **ARE YOU (RPO) AWARE OF...**

Whether an occupant of the Premises died on the Premises within the last 3 years.....  Yes  No

(1) If yes, does RPO knows the manner of death.....  Yes  No

(2) If yes to (1), the manner of death could be a material fact to a tenant and should be disclosed by RPO except for death due to HIV/AIDS

**14. OTHER MATERIAL FACTS:** **ARE YOU (RPO) AWARE OF...**

Any other material facts affecting the Premises.....  Yes  No  
 Explanation: \_\_\_\_\_

**RPO represents that RPO has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of RPO's knowledge as of the date signed by RPO. RPO acknowledges (i) RPO's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction, and (ii) nothing that any such real estate licensee does or says to RPO relieves RPO from their own duty of disclosure.**

Rental Property Owner **X** \_\_\_\_\_ *Post Steven Dye* Date \_\_\_\_\_  
 Rental Property Owner \_\_\_\_\_ Date \_\_\_\_\_

**By signing below, Tenant acknowledges that Tenant has read, understands and has received a copy of this Rental Property Owner Disclosure form.**

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Tenant \_\_\_\_\_ Date \_\_\_\_\_

**I ACKNOWLEDGE RECEIPT OF A COPY OF THIS RENTAL PROPERTY OWNER DISCLOSURE.**

Real Estate Broker *Equity Union*, By \_\_\_\_\_ Date \_\_\_\_\_  
*Jamie Nugent*

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# RENTAL PROPERTY OWNER ADVISORY

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



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 untenantable. Among other requirements, a property is untenantable 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. As of January 1, 2026, all new, amended, or extended residential leases must also have a stove and a refrigerator in good working order and not subject to recall under the habitability requirements, except for a few minor exemptions. If a tenant elects to bring their own refrigerator, then tenant shall be responsible for maintenance; but a tenant may request for housing provider to provide a refrigerator within 30 days written notice. (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. If the housing provider received the security deposit or rental payment from the tenant electronically, the housing provider shall return the security deposit electronically to a bank account or other financial institution designated by the tenant in writing. However, if multiple adult tenants reside in the premises, the housing provider shall return any remainder of the security deposit by check made out to all adult tenants on the rental or lease agreement at the time of termination and provide the itemization personally or by first class mail, postage prepaid, to any one of the adult tenants chosen by the housing provider. (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 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 governments, 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, an 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 increases (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 Post Steven Dye signed by: Post Steven Dye Date 5/19/2026 | 9:14:34  
 Buyer/Rental Property Owner 90E6B9F18EA74BD... Date \_\_\_\_\_

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



- 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](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 Post Steven Dye Date 5/19/2026 | 9:14:34

Seller/Housing Provider \_\_\_\_\_ Date \_\_\_\_\_

Signed by:  
Post Steven Dye  
90E6B9F18EA74BD...





# 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](http://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/](http://cppa.ca.gov/regulations/)).

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

Signed by: Post Steven Dye Date 5/19/2026 | 9:14:34 A  
Buyer/Seller/Landlord/Tenant Post Steven Dye

Buyer/Seller/Landlord/Tenant \_\_\_\_\_ Date \_\_\_\_\_

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CCPA REVISED 12/22 (PAGE 1 OF 1)

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



TEXT OVERFLOW ADDENDUM No. 1  
(C.A.R. Form TOA, Revised 6/23)

This addendum is given in connection with the property known as 605 Palisades Beach Rd, Santa Monica, CA 90402 ("Property"),  
in which Post Steven Dye is referred to as ("Seller/Housing Provider/RPO")  
and Equity Union is referred to as ("Brokerage").

**1) LL, Paragraph 2G, Additional Terms:**

**Security deposit to be two-months' rent unless the prospective tenant is a service member, which would limit security deposit to one-month rent. Lease listing excludes the garage apartment. No pets preferred. See addendum 1 regarding photography.**

**2) LL, Paragraph 3A(2)(iii), Month-to-month rental:**

**Short-term (six months or less) listing commission to be 5%, or Long-term (7 months or longer) listing commission to be 3% of the total gross rent payments described in the lease agreement**

The foregoing terms and conditions are hereby incorporated in and made a part of the paragraph(s) referred to in the document to which this TOA is attached. The undersigned acknowledge receipt of a copy of this TOA.

Seller/Housing Provider/RPO Post Steven Dye Date 5/19/2026 | 9:14:34 AM  
Post Steven Dye

Seller/Housing Provider/RPO \_\_\_\_\_ Date \_\_\_\_\_

Brokerage Signed by: Equity Union

By Jamie Nugent Date 5/18/2026 | 6:41:54 PM  
Jamie Nugent

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TOA REVISED 6/23 (PAGE 1 OF 1)



TEXT OVERFLOW ADDENDUM (TOA PAGE 1 OF 1)



CALIFORNIA ASSOCIATION OF REALTORS®

ADDITIONAL BROKER ACKNOWLEDGEMENT AND ADDENDUM (C.A.R. Form ABA, Revised 6/23)

This is an addendum to the Listing Agreement, OR [ ] Purchase Agreement, [ ] Buyer Representation Agreement, [X] Other Residential Lease Listing Agreement, dated 05/13/2026, between Post Steven Dye and Equity Union, if applicable, for the property described as: 605 Palisades Beach Rd, Santa Monica, CA 90402

1. LISTING AGREEMENT (fill out this section if applicable, as indicated above): Equity Union (Broker 1) and Coldwell Banker Realty (Broker 2) are Co-listing Brokers under the Listing Agreement identified above and agree to share responsibility and compensation for the representation of Seller as follows:

- A. Compensation to be split equally, OR [ ]
B. Equally and jointly share responsibility, OR [ ]
C. [ ] On the terms of the attached agreement.

2. BUYER REPRESENTATION AGREEMENT (fill out this section if applicable, as indicated above): (Broker 1) and (Broker 2) are Co-Buyer Brokers under the Buyer Representation Agreement identified above and agree to share responsibility and compensation for the representation of Buyer as follows:

- A. Compensation to be split equally, OR [ ]
B. Equally and jointly share responsibility, OR [ ]
C. [ ] On the terms of the attached agreement.

3. PURCHASE AGREEMENT/OTHER (fill out this section if applicable, as indicated above): Check ONE box ONLY. If more than one applies, use separate forms for each.

A. [ ] Multiple Brokers Representing Seller: (Broker 1) and (Broker 2) are parties to a Residential Listing Agreement, [ ] Other dated in which they have agreed to share responsibility and compensation for the representation of Seller.

OR B. [ ] Multiple Brokers Representing Buyer: (Broker 1) and (Broker 2) are real estate brokers who have entered into an agreement to share responsibility and compensation for the representation of Buyer.

4. Agent for Broker 1: Jamie Nugent DRE Lic. # 01214028
Agent for Broker 2: Kenneth Sisson DRE Lic. # 01292247

[ ] Activity under the license of Broker 1 or Broker 2 or both as applicable will be conducted by multiple associate licensees, partners or teams as indicated on the attached Additional Agent Acknowledgement form(s) (C.A.R. Form AAA).

5. By signing below, all parties understand, acknowledge and agree that, wherever the name of either Broker 1 or Broker 2, as applicable, is indicated in the Agreement or related documents, as a representative for the Buyer or Seller specified in 1, 2 or 3 above, the other Broker shall also be deemed to be named. Buyer signatures are not necessary if only paragraph 1 of this form is completed. Seller signatures are not necessary if only paragraph 2 of this form is completed.

Real Estate Broker (Broker 1) Equity Union DRE Lic. # 01811831

By (Broker/Office Manager) Scott Hillenbrand DRE Lic. # 01881660 Date

Real Estate Broker (Broker 2) Coldwell Banker Realty DRE Lic. # 00616212

By (Broker/Office Manager) Wendy Davis DRE Lic. # 01711442 Date

Seller X [Signature] Post Steven Dye Date 5/19/2026 | 9:14:34

Seller 90E6B9F18EA74BD... Date

Buyer Date

Buyer Date

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ABA REVISED 6/23 (PAGE 1 OF 1)



ADDITIONAL BROKER ACKNOWLEDGEMENT (ABA PAGE 1 OF 1)



ADDENDUM - GENERIC No. 1  
(C.A.R. Form ADM-GEN, 6/25)



The following terms and conditions are hereby incorporated in and made a part of the: Residential Listing Agreement, OR  Buyer Representation and Broker Compensation Agreement,  Team Agreement,  Other Residential Lease Listing Agreement, dated 05/13/2026, between Post Steven Dye ("Broker/Agent/Buyer/Tenant"  Other \_\_\_\_\_ ("Principal 1")), and Equity Union / Coldwell Banker Realty ("Broker/Agent/Seller/Housing Provider"  Other \_\_\_\_\_ ("Principal 2")). The term "Housing Provider" also includes Landlord or Rental Property Owner.

**Note: If the Principals intend to modify the compensation previously agreed in a listing or buyer representation agreement, use a Modification of Terms, (C.A.R. Form MT-LA or MT-BR).**

Per Real Estate Photographer, Marc Angeles, and standard licensing, copyright to the professional photos remain with the Photographer and the photos cannot be sold or distributed to any third party without permission other than for the purposes of the listing with Coldwell Banker Realty. License to marketing photography extends only for the specific purpose of Equity Union and Coldwell Banker Realty marketing.

**By signing below, Principal 1 and Principal 2 acknowledge that each has received a copy of this Addendum - Generic, and each has read, understands, and agrees to its terms.**

Principal 1 Post Steven Dye Post Steven Dye, Trustee Date \_\_\_\_\_  
Principal 1 DocuSigned by: 90E6B9F18EA74BD... Date \_\_\_\_\_  
Principal 2 Jamie Nugent Equity Union Date 5/18/2026 | 6:41:54  
Principal 2 Ken Sisson Coldwell Banker Realty Date 5/18/2026 | 6:21:06  
Principal 2 DocuSigned by: E48C9BFCDCA4A1... Date \_\_\_\_\_  
Principal 2 DocuSigned by: ABAF88A0D6724CC... Date \_\_\_\_\_

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ADM-GEN 6/25 (PAGE 1 OF 1)



ADDENDUM - GENERIC (ADM-GEN PAGE 1 OF 1)



WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Reviewed 6/25)



WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Housing Providers at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Housing Provider.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Housing Provider, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565
National White Collar Crime Center: http://www.nw3c.org/
On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.

The term "Housing Provider" also includes Landlord or Rental Property Owner.

By signing below, Buyer/Tenant and Seller/Housing Provider acknowledge that each has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory, and each has read and understands its terms.

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_
Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_
Seller/Housing Provider X Post Steven Dye Date 5/19/2026 | 9:14:34 A
Seller/Housing Provider 90E6B9F18EA74BD... Date \_\_\_\_\_

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WFA REVIEWED 6/25 (PAGE 1 OF 1)



WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)



1. **MARKET CONDITIONS:** Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or “hot” real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or “cool” market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these “distressed” property sales and listings into consideration when valuing property. In light of the real estate market’s cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.
2. **BUYER CONSIDERATIONS:**
  - A. **OFFERING PRICE:** AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: **(i)** If your offer is accepted, the property’s value may not increase and may even decrease. **(ii)** If your offer is accepted, you may have “Buyer’s remorse” that you paid too much. **(iii)** If your offer is rejected there can be no guarantee that you will find a similar property at the same price. **(iv)** If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.
  - B. **NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: **(i)** the Buyer cannot obtain a loan; **(ii)** if the property does not appraise at a certain value ; **(iii)** if the Buyer is dissatisfied with the property’s condition after an inspection; **(iv)** if an insurance policy cannot be obtained for an acceptable cost; or **(v)** for any other contingency within the purchase agreement. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a “hot” market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker’s advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:
    - (1) **LOAN CONTINGENCY:** If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.
    - (2) **APPRAISAL CONTINGENCY:** If your lender’s (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.
    - (3) **INVESTIGATION CONTINGENCY:** If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your investigation contingency. However, even if you make an offer without an investigation contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.



(4) **INSURANCE CONTINGENCY:** If you cannot obtain insurance or disapprove of the cost, and you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your insurance contingency.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

**C. BROKER RECOMMENDATIONS.** Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: (i) review all available Seller reports, disclosures, information and documents; (ii) have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and (iii) carefully assess your financial position and risk with your attorney, accountant or financial advisor.

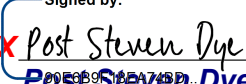

**D. MULTIPLE OFFERS:** At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time, or it could also occur in a hot market when the Buyer is having difficulty getting an offer accepted. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. Additionally, if any offer is accepted without contingencies, and the buyer does not perform, there can be a breach. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency created for this purpose, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract. This claim may even be possible when the Buyer has all the standard contingencies remaining in the contract, as the Seller could argue that a cancellation for this reason would not fall under the good faith exercise of any of those contingencies.

**3. SELLER CONSIDERATIONS:** As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

**Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.**

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

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

Seller <sup>Signed by:</sup>  Date 5/19/2026 | 9:14:34 AM  


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

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RENAL PROPERTY OWNER INTAKE FORM
(Intended to be provided with a property management agreement
or lease listing, but not with a residential lease)
(C.A.R. Form RPOI, Revised 12/25)



Rental Property Owner, Post Steven Dye ("RPO")
provides the following answers with regard to the real property described as 605 Palisades Beach Rd,
Unit #, situated in Santa Monica, County of Los Angeles, California ("Premises").
RPO authorizes that the answers provided on this form may be used to supplement a lease listing or property management agreement
with a broker and in preparation for executing a lease with a tenant.

1. Note to RPO, PURPOSE: To provide a broker with information about known material facts affecting the Premises, to help eliminate
misunderstandings about the condition of the Premises and, where relevant, to document an RPO's response to contractual
requirements.

- Answer based on actual knowledge and recollection.
Something that you do not consider material may be perceived differently by others.
Think about what you would want to know if you were leasing or renting the Premises.
Read the questions carefully and take your time.

2. RPO COMPLIANCE REQUIREMENTS: RPO is advised that many of the items below, such as 4 - 13, may require compliance with
the applicable legal standard prior to leasing or renting the Premises. A real estate broker is qualified to advise on real estate
transactions and does not have expertise in these areas. If RPO desires legal advice, RPO should consult a qualified
California real estate attorney.

3. RPO's AWARENESS: For each statement below, answer the question "Are you (RPO) aware of..." by checking either "Yes" or "No."
A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless
otherwise specified. Explain any "Yes" answers in the space provided.

4. WATER CONSERVING PLUMBING FIXTURES: ARE YOU (RPO) AWARE OF...
Whether the Premises was built prior to January 1, 1994... Yes No
(1) If Yes, have any plumbing fixtures been installed to be compliant plumbing fixtures as defined by Civil Code
§ 1101.3... Yes No
(2) If Yes to 1, are there any remaining plumbing fixtures on the Premises that are non-compliant plumbing
fixtures... Yes No

Note: §§ 1101.1 - 1101.5 of the Civil Code require all commercial and residential properties, including both single family and multi-
family, to be equipped with water-conserving plumbing fixtures.
Explanation:

5. WATER HEATERS: ARE YOU (RPO) AWARE OF...
Whether any standard water heater with a capacity of not more than 120 gallons is NOT braced, anchored, or strapped in place in
accordance with applicable law... Yes No
Explanation:

6. CARBON MONOXIDE DETECTORS: ARE YOU (RPO) AWARE OF...
Whether the Premises has a fossil fuel burning heater, appliance, or an attached garage... Yes No
If yes, has RPO installed any carbon monoxide detectors... Yes No
Explanation:

7. SMOKE ALARMS: ARE YOU (RPO) AWARE OF...
Whether smoke alarm(s) have been installed in compliance with legal requirements in each bedroom, in the hallway outside of each
bedroom and on each floor whether or not a bedroom is located on the floor... Yes No
Explanation:

8. POOL/SPA SAFETY: ARE YOU (RPO) AWARE OF...
Whether there is a pool or spa on the Premises... Yes No
(1) If yes, does any pool or spa on the Premises have an approved anti-entrapment drain cover? (No further
explanation required.)... Yes No
(2) If yes, are any of the following safety features installed on the Premises? (No further explanation required.)
An enclosure that isolates the pool/spa
Removable mesh fencing with a self-closing and self-latching gate
A manually or power operated safety pool cover
Exit alarms on a private single-family home's door and windows providing direct access
A self-closing, self-latching device on a single-family home's doors
An alarm in the pool that will detect accidental or unauthorized access to the pool/spa
Other: As long as it meets equal or greater protection to the above safety features:

Explanation:



9. **BED BUGS:**

**ARE YOU (RPO) AWARE OF...**

Whether there is any current infestation of bed bugs.....  Yes  No

Note: RPO acknowledges that beginning July 1, 2017, for new tenants and January 1, 2018 for existing tenants, all tenants must be provided a notice regarding bed bugs (C.A.R. Form BBD). RPO further acknowledges that it is unlawful to show, rent, or lease a property if there is a known current bed bug infestation.

Explanation: \_\_\_\_\_

10. **PROPOSITION 65 WARNING NOTICE:**

**ARE YOU (RPO) AWARE OF...**

Whether a Proposition 65 warning notice has been posted on the Premises.....  Yes  No

Note: Proposition 65 warning notice is required when there are more than 10 employees, which may include both employees of the RPO or Property Manager.

Explanation: \_\_\_\_\_

11. **GAS METER(S):**

**ARE YOU (RPO) AWARE OF...**

Whether there are separate gas meters for different rental units on the Premises.....  Yes  No

(1) If yes, specify below which unit(s) have separate gas meters.

(2) If yes, specify below which, if any, meters on the Premises are equipped with earthquake shutoff safety valves and the location of the shutoff valves.

Explanation: \_\_\_\_\_

12. **ELECTRIC METER(S):**

**ARE YOU (RPO) AWARE OF...**

Whether there are separate electric meters for different rental units on the Premises.....  Yes  No

If yes, specify below which unit(s) have separate electric meters.

Explanation: \_\_\_\_\_

13. **WATER METER(S):**

**ARE YOU (RPO) AWARE OF...**

Whether the water meter(s) servicing the Premises are equipped with a shutoff safety valve.....  Yes  No

If yes, specify below the location of the shutoff valves

Explanation: \_\_\_\_\_

14. **PERMITS:**

**ARE YOU (RPO) AWARE OF...**

A. Any room additions, structural modification, or other alterations or repairs made without necessary permits.....  Yes  No

B. Whether any residential unit(s) on the Premises do not contain all permits and governmental approvals needed to lawfully lease or rent any such dwelling.....  Yes  No

Explanation: \_\_\_\_\_

15. **PARKING:**

**ARE YOU (RPO) AWARE OF...**

Whether Premises contains any on site parking.....  Yes  No

(1) If yes, the parking spots are  assigned to specific units or  first come, first served

(2) If yes, is there an additional charge for onsite parking.....  Yes  No

Explanation: \_\_\_\_\_

16. **STORAGE:**

**ARE YOU (RPO) AWARE OF...**

Whether Premises contains any on site storage space apart from the rental unit.....  Yes  No

(1) If yes, the storage spaces are  assigned or  first come, first served

(2) If yes, is there an additional charge for onsite storage.....  Yes  No

Explanation: \_\_\_\_\_

17. **TRASH PICKUP:**

**ARE YOU (RPO) AWARE OF...**

Whether the Premises contains scheduled trash pickup.....  Yes  No

(1) If yes, what are the days on which trash pickup is scheduled \_\_\_\_\_

(2) If yes, specify below any specific restrictions or obligations regarding trash recycling or separation

Explanation: \_\_\_\_\_

18. **LAWN WATERING:**

**ARE YOU (RPO) AWARE OF...**

Whether the tenants are obligated to water any lawns or other landscaping on the Premises.....  Yes  No

If yes, specify below any local watering restrictions limiting the amount or frequency of any watering

Explanation: \_\_\_\_\_

19. **PETS:**

**ARE YOU (RPO) AWARE OF...**

Whether the RPO maintains a "pet policy" for the Premises.....  Yes  No

If yes, specify below the specifics or limitations of any such policy. RPO is advised that RPO may not prohibit a tenant from having a qualified service or support animal.

Explanation: \_\_\_\_\_

20. **KEYS**

**ARE YOU (RPO) AWARE OF...**

A. Whether the Premises has been re-keyed since the previous occupant vacated.....  Yes  No



- D. Whether additional keys are needed to access the amenities provided with the Premises, such as other doors, mailboxes, pools, laundry rooms, storage units, or other areas.....  Yes  No
  - C. Whether there are any garage door or gate openers/remotes.....  Yes  No
- Explanation: \_\_\_\_\_

- 21. MAILBOXES:** **ARE YOU (RPO) AWARE OF...**
- Whether the Premises contains separate individual mailboxes for the units.....  Yes  No
- (1) If yes, are the mailboxes keyed or otherwise separately secured.....  Yes  No
- (2) If yes, specify the location of any mailboxes  
Explanation: \_\_\_\_\_

- 22. LAUNDRY ROOM/APPLIANCES:** **ARE YOU (RPO) AWARE OF...**
- A. Whether the Premises contains a separate or community laundry room.....  Yes  No
- (1) If yes to A, specify below whether laundry appliances are provided for use by the tenants or are the tenants required to provide their own machines
- B. Whether there are appliances that will be provided with a lease.....  Yes  No
- (1) If yes, check all that will be provided
- |                                       |  |   |
|---------------------------------------|--|---|
| <input type="checkbox"/> Oven(s);     | <input type="checkbox"/> Wine Refrigerator(s); | <input type="checkbox"/> Microwave(s);  |
| <input type="checkbox"/> Washer(s);   | <input type="checkbox"/> Dryer(s);             | <input type="checkbox"/> Dishwasher(s); |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____          | <input type="checkbox"/> Other: _____   |
- (2) If yes to B, are they leased by a third party vendor.....  Yes  No
- (3) If yes to B, will RPO be responsible for replacement or maintenance.....  Yes  No
- C. Whether there is an existing stove and refrigerator in good working order.....  Yes  No
- If no, California law requires that all new, amended, or extended residential leases include a stove and refrigerator in good working order unless the dwelling is permanent supportive housing, a single room occupancy unit, a residential hotel, or a dwelling unit within a housing facility that offers shared communal kitchen space (as described in California Civil Code § 1941.1(b)). A tenant may elect to bring their own refrigerator and be responsible for maintenance; but can subsequently give 30 day written notice to the housing provider to furnish a refrigerator.
- Explanation: \_\_\_\_\_

- 23. WOOD BALCONIES AND STAIRS:** **ARE YOU (RPO) AWARE OF...**
- If the building on which the Premises is located contains 3 or more units, whether the building has balconies, decks, stairways or other structure ("Elevated Elements") extending beyond the exterior walls of the building, which are at least 6 feet above ground level, and supported in whole or in part by wood or wood-based products.....  Yes  No
- (1) If yes, has an inspection report been obtained within the last 6 years to assess the safety of the elevated elements.....  Yes  No
- (2) If yes to (1), specify if the report indicates whether the Elevated Elements are in need of repair or are in proper working condition and do not pose a threat to health or safety.
- Note: If RPO obtains an inspection report for the safety of elevated elements, RPO must maintain, in the RPO's permanent records, inspection reports for the last two cycles of reports obtained.
- Explanation: \_\_\_\_\_

- 24. OTHER MATERIAL FACTS:** **ARE YOU (RPO) AWARE OF...**
- Any other material facts affecting the Premises.....  Yes  No
- Explanation: \_\_\_\_\_

- 25. OWNERSHIP INFORMATION:**
- A. How does Rental Property Owner hold title? \_\_\_\_\_
- B. Is this a Corporation, LLC with a corporate member, or Real Estate Investment Trust?.....  Yes  No
- C. Does Rental Property Owner own other rental properties?.....  Yes  No
- D. If this is a duplex or SFR with ADU, will the owner be living in the other unit?.....  Yes  No  
(If Yes, RPO is advised to inform property manager if they no longer occupy the unit after a tenancy is started.)
- E. When was the certificate of occupancy issued? \_\_\_\_\_

**RPO represents that RPO has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of RPO's knowledge as of the date signed by RPO. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by RPO.**

Rental Property Owner X \_\_\_\_\_ Post Steven Dye Date \_\_\_\_\_

Rental Property Owner \_\_\_\_\_ Date \_\_\_\_\_

**I ACKNOWLEDGE RECEIPT OF A COPY OF THIS RENTAL PROPERTY OWNER INTAKE FORM.**

Real Estate Broker Equity Union \_\_\_\_\_, By Jamie Nugent \_\_\_\_\_ Date \_\_\_\_\_

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