

**CONDITION OF PROPERTY**

**Transfer Disclosure Statement — TDS**

This disclosure statement is prepared for the following:

- Seller's listing agreement
- Purchase agreement
- Counteroffer
- \_\_\_\_\_

Dated: \_\_\_\_\_, 20 \_\_\_\_\_

at \_\_\_\_\_, California

Entered into by \_\_\_\_\_

Regarding property referred to as: \_\_\_\_\_

**REAL ESTATE TRANSFER DISCLOSURE STATEMENT**

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, STATE OF CALIFORNIA, DESCRIBED AS \_\_\_\_\_.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF \_\_\_\_\_. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

**COORDINATION WITH OTHER DISCLOSURE FORMS**

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: natural hazards zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures have or will be made in connection with this real estate transfer and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
- Additional inspection reports or disclosures: \_\_\_\_\_

**SELLER'S INFORMATION:** The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller  is,  is not, occupying the property.

A. The subject property has the items checked below (read across):

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Range                        | <input type="checkbox"/> Oven   | <input type="checkbox"/> Microwave   |
| <input type="checkbox"/> Dishwasher                   | <input type="checkbox"/> Trash Compactor  | <input type="checkbox"/> Garbage Disposal  |
| <input type="checkbox"/> Washer/Dryer Hookups         | <input type="checkbox"/>  | <input type="checkbox"/> Rain Gutters  |
| <input type="checkbox"/> Burglar Alarms               | <input type="checkbox"/> Smoke Detector(s)                                      | <input type="checkbox"/> Fire Alarm  |
| <input type="checkbox"/> T.V. Antenna                 | <input type="checkbox"/> Satellite Dish   | <input type="checkbox"/> Intercom  |
| <input type="checkbox"/> Central Heating              | <input type="checkbox"/> Central Air Conditioning                               | <input type="checkbox"/> Evaporator Cooler(s)  |
| <input type="checkbox"/> Wall/Window Air Conditioning | <input type="checkbox"/> Sprinklers   | <input type="checkbox"/> Public Sewer System   |
| <input type="checkbox"/> Septic Tank                  | <input type="checkbox"/> Sump Pump  | <input type="checkbox"/> Water Softener  |
| <input type="checkbox"/> Patio/Decking                | <input type="checkbox"/> Built-in Barbecue                                      | <input type="checkbox"/> Gazebo  |
| <input type="checkbox"/> Sauna                        | <input type="checkbox"/> Pool <input type="checkbox"/> Child Resistant Barrier* | <input type="checkbox"/> Spa <input type="checkbox"/> Hot Tub <input type="checkbox"/> Locking Safety Cover* |
| <input type="checkbox"/> Security Gate(s)             | <input type="checkbox"/> Window Security Bars                                   | <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows*   |
| <input type="checkbox"/> Window Screens               |   |  |

Automatic Garage Door Opener(s)\*, Number Remote Controls: \_\_\_\_\_

Garage:  Attached,  Not Attached,  Carport

Pool/Spa Heater:  Gas,  Solar

Water Heater:  Gas,  Electric  Anchored, Braced, or Strapped\*

Water Supply:  City,  Well  Private Utility or Other \_\_\_\_\_

Gas Supply:  Utility,  Bottled

Exhaust Fan(s) in \_\_\_\_\_ 220 Volt Wiring in \_\_\_\_\_

Fireplace(s) in \_\_\_\_\_  Gas Starter \_\_\_\_\_

Roof(s): Type \_\_\_\_\_ Age: \_\_\_\_\_ (approx.)

Other: \_\_\_\_\_

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition?  Yes  No  
If yes, then describe: \_\_\_\_\_

See additional description in attached addendum.

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following?  Yes  No

If yes, check appropriate boxes below.

- Interior Walls  Ceilings  Floor  Exterior Walls  Insulation  Roof(s)  Windows  Doors
- Foundation  Slab(s)  Driveways  Sidewalks  Walls/Fences  Electrical Systems  Plumbing/Sewers/Septics
- Other Structural Components (describe): \_\_\_\_\_

If any of the above is checked, explain: \_\_\_\_\_

See additional explanation in attached addendum.

\* This garage door opener or child resistant pool barrier may not be in compliance with the safety standards relating to automatic reversing devices as set forth in Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or with the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. The water heater may not be anchored, braced or strapped in accordance with Section 19211 of the Health and Safety Code. Window security bars may not be quick-release mechanisms in compliance with the 1995 Edition of the California Building Standards Code.

C. Are you (Seller) aware of any of the following:

- 1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the subject property . . . . .  Yes  No
  - 2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property . . .  Yes  No
  - 3. Any encroachments, easements or similar matters that may affect your interest in the subject property . . .  Yes  No
  - 4. Room additions, structural modifications, or other alterations or repairs made without necessary permits .  Yes  No
  - 5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes . . . . .  Yes  No
  - 6. Landfill (compacted or otherwise) on the property or any portion thereof . . . . .  Yes  No
  - 7. Any settling, from any cause, or slippage, sliding, or other soil problems . . . . .  Yes  No
  - 8. Flooding, drainage, or grading problems . . . . .  Yes  No
  - 9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides . . . .  Yes  No
  - 10. Any zoning violations, nonconforming uses, violations of "setback" requirements . . . . .  Yes  No
  - 11. Neighborhood noise problems or other nuisances . . . . .  Yes  No
  - 12. CC&Rs or other deed restrictions or obligations . . . . .  Yes  No
  - 13. Homeowners' Association which has any authority over the subject property . . . . .  Yes  No
  - 14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) . . . . .  Yes  No
  - 15. Any notices of abatement or citations against the property . . . . .  Yes  No
  - 16. Any lawsuits by or against the seller threatening to or affecting this real property including any lawsuits alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) . . . . .  Yes  No
- If the answer to any of these is yes, explain: \_\_\_\_\_

See additional explanation in attached addendum.

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

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

**SELLER'S AGENT'S INSPECTION DISCLOSURE** (To be completed only if the Seller is represented by an agent in this transaction): THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- Agent notes no items for disclosure.
- Agent notes the following items:

Agent: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_\_  
(Broker representing Seller — Please print) (Associate Licensee or Broker — Signature)

**BUYER'S AGENT'S INSPECTION DISCLOSURE** (To be completed only if the agent who has obtained the offer is other than the agent above): THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

- Agent notes no items for disclosure.
- Agent notes the following items:

Agent: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_\_  
(Broker obtaining the Offer — Please print) (Associate Licensee or Broker — Signature)

BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER(S) AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE CONSULT YOUR ATTORNEY.

**Buyer's Broker:**  
Agent (Broker obtaining the Offer): \_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_\_\_\_  
By: \_\_\_\_\_  
(Associate Licensee or Broker — Signature)

**I have read and received a copy of this statement.**  
Date: \_\_\_\_\_, 20\_\_\_\_\_  
Buyer: \_\_\_\_\_  
Buyer: \_\_\_\_\_

**Seller's Broker:**  
Agent (Broker representing Seller): \_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_\_\_\_  
By: \_\_\_\_\_  
(Associate Licensee or Broker — Signature)

**I have read and received a copy of this statement.**  
Date: \_\_\_\_\_, 20\_\_\_\_\_  
Seller: \_\_\_\_\_  
Seller: \_\_\_\_\_

**SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.**