



## OFFER CHECKLIST FORM

Please fully complete this form and attach use it as a cover page for your offer. Offers will not be reviewed until we have received all items below.

**Submit offers via email to: [Offers@ToniPatillo.com](mailto:Offers@ToniPatillo.com)**

Property Address: \_\_\_\_\_ City: \_\_\_\_\_

Buyer Name(s): \_\_\_\_\_

Offer Price: \_\_\_\_\_ Amount of Concessions Requested (if any): \_\_\_\_\_

Type of Financing: \_\_\_\_\_ Down Payment: \_\_\_\_\_

### Buyer's Agent

### Buyer's Lender

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

### Agents - Please use the following checklist with your offer to ensure it is processed quickly.

Website: [www.TPAOffers.com](http://www.TPAOffers.com) was reviewed before writing the offer and all guidelines were followed.

Please make sure all documents are legible and signed. Offers must be written on the most current CAR residential purchase contract

Pre-approval letter from lender is attached and dated within past 30 days. (N/A for CASH OFFERS)

Proof of funds to close is attached. (Most Recent Statements)

Addendum 1 is attached (Either Cash or Financed) (**Available for download at [www.TPAOffers.com](http://www.TPAOffers.com) or included in this package**)

Agent **MUST** sign the offer and include their license number and the office license number on page 8

Buyer and buyer's agent understand that the buyer's 3% Deposit will be put into escrow within 3 days acceptance between the buyer and seller.

**FINANCED ADDENDUM  
(To Be Used with Offers Using A Loan)**



CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: [X] Purchase Agreement, [ ] Residential Lease or Month-to-Month Rental Agreement, [ ] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [ ] Other \_\_\_\_\_, dated \_\_\_\_\_, on property known as \_\_\_\_\_, 640 Wilcox Ave. Los Angeles, CA 90004

in which \_\_\_\_\_ is referred to as ("Buyer/Tenant") and William M. Melton Living Trust is referred to as ("Seller/Landlord").

Buyer understands and agrees to the following:

- 1. 3(A) - Initial Deposit: 3% of the purchase price to be deposited In escrow within 3 days of Seller acceptance
2. 3J - Listing Terms: Buyer(s) must cross-qualify for a mortgage loan w/ Jason Gill of The Gill Group. (858) 401-3332 or jgill@socalpurchaseloans.com
3. 7C(1) & 7C(2) - Seller's Choice.
4. Property is sold in It's "AS IS" condition, with no repairs, credits, warranties, or guarantees
5. Buyer's Inspection Contingency to be removed 7 Days After Date of Acceptance. If Buyer is waiving inspections, CAR Buyer's Inspection Waiver (BIW) form must be submitted with Offer.
6. Broker/Agent does not guarantee accuracy of square footage, lot size, zoning, rent control, permits, use code, schools and/or other information concerning the conditions or features of the property provided by the seller or obtained from public records or other sources.
7. Buyer is advised to independently verify the accuracy of all information and conduct all professional inspections
8. Notice to Buyer to Perform shall be 24 hours.
9. Items In this Addendum will supersede the CAR Residential Purchase Agreement.

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

Date \_\_\_\_\_

Date \_\_\_\_\_

Buyer/Tenant [X] \_\_\_\_\_

Seller/Landlord [X] \_\_\_\_\_

William M. Melton Living Trust

Buyer/Tenant [X] \_\_\_\_\_

Seller/Landlord [X] \_\_\_\_\_

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**CASH ADDENDUM**  
**(To Be Used with ALL CASH OFFERS)**



CALIFORNIA ASSOCIATION OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: [X] Purchase Agreement, [ ] Residential Lease or Month-to-Month Rental Agreement, [ ] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [ ] Other dated , on property known as 640 Wilcox Ave. Los Angeles, CA 90004

in which is referred to as ("Buyer/Tenant") and William M. Melton Living Trust is referred to as ("Seller/Landlord").

Buyer understands and agrees to the following:

- 1. 3(A) - Initial Deposit: 3% of the purchase price to be deposited in escrow within 3 days of Seller's acceptance
2. 7C(1) & 7(C2) - Seller's Choice.
3. Property is sold in it's "AS IS" Condition, with no repairs, credits, warranties, or guarantees.
4. Cash Offers will have No Loan and No Appraisal Contingency.
5. Buyer's Inspection Contingency to be removed 7 Days, or sooner, After Date of Acceptance. If Buyer is waiving Inspections, CAR Buyer's Inspection Waiver (BIW) form must be submitted with Offer.
6. Broker/Agent does not guarantee accuracy of square footage, lot size, zoning, rent control, permits, use code, schools and/or other information concerning the conditions or features of the property provided by the Seller or obtained from Public Records or other sources
7. Buyer is advised to independently verify the accuracy of all information and conduct all professional inspections prior to submitting offer
8. Notice to Buyer to Perform shall be 24-hours
9. Items in this addendum will supersede the CAR Residential Purchase Agreement

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

Date

Date

Buyer/Tenant X

Seller/Landlord X

William M. Melton Living Trust

Buyer/Tenant X

Seller/Landlord X

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ADDENDUM (ADM PAGE 1 OF 1)



# TRUST ADVISORY



CALIFORNIA ASSOCIATION OF REALTORS®

TRUST ADVISORY For Properties Being Sold by the Trustee of a Trust (C.A.R. Form TA, Revised 12/18)

Property Address: 640 Wilcox Ave., Los Angeles, CA 90004 ("Property").

The Property is being held in a revocable or irrevocable trust for the benefit of those persons or entities named as beneficiaries in the trust. For the purpose of the sale of the Property, the trustee of the trust is treated as the Seller. Even though Seller is exempt from some obligations, Seller must still comply with many others. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the contract between them.

1. SELLER MUST COMPLY WITH THE FOLLOWING:

A. Known Material Fact Disclosures: Seller is obligated to disclose known material facts affecting the value and desirability of the Property even if the specific Real Estate Transfer Disclosure Statement Form is not required to be completed.

B. Hazard Zones: Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States.

C. Smoke Detectors: The sale is not exempt from the State requirements that, for single family residences, operable smoke detectors be in place. It is negotiable between Buyer and Seller who is to pay for the cost of compliance.

D. Water Heaters: The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped and that Seller provide a written statement of compliance to Buyer.

E. Lead-based Paint: The Seller is not exempt from the federal obligation to: (i) disclose known lead-based paint and lead-based paint hazards; (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the Property; (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home;" and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.

F. Carbon Monoxide Devices: The sale is not exempt from the State requirement that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.

G. Water Conserving Plumbing Fixtures: The Sale is not exempt from the State requirement that (i) single family residences built before January 1, 1994 be equipped with water conserving plumbing fixtures by January 1, 2017 and multi-family and commercial properties be equipped with water conserving plumbing fixtures by January 1, 2019; (ii) Sellers disclose to Buyers the requirements of the law; and (iii) sellers disclose to Buyers whether the Property contains any non-compliant plumbing fixtures. See C.A.R. Form WCMD for further information.

H. Tax Withholding: The sale is not exempt from providing information pertaining to the withholding obligation under either the federal "FIRPTA" or the California withholding requirements upon the sale of real property. Federal: For federal purposes, a non-resident alien includes a fiduciary. A trustee is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: The trust may be exempt from withholding (but not the completion of the real estate withholding certificate) if: (i) the trust was revocable prior to the decedent's death; (ii) the Property was last used as the decedent's principal residence; and (iii) the trustee is electing to treat the trust as part of the decedent's estate under IRC § 645 (see Instructions for FTB Form 593-C).

I. Megan's Law Database Disclosure: The sale is not exempt from the requirement that residential sales contracts contain the following notice regarding the availability of information about registered sex offenders: "Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the

(With Listing) Broker's Initials ( ) ( )

(With RPA) Buyer's Initials X( )X( )

Seller's Initials X( )X( )

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TRUST ADVISORY (TA PAGE 1 OF 2)

Property Address: **640 Wilcox Ave., Los Angeles, CA 90004**

Date: **July 1, 2019**

address at which the offender resides or the community of residence and ZIP Code in which he or she resides." (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

**2. SELLER MAY BE EXEMPT FROM THE FOLLOWING:**

**A. (i) Disclosure Statements:** Seller, unless specified in 2A(ii), does not have to complete, sign and provide Buyer with a Real Estate Transfer Disclosure Statement or Natural Hazard Disclosure Statement (C.A.R Forms TDS and NHD). **Seller remains obligated to make the disclosures and comply with the items specified in Paragraph 1.**

**(ii) Seller must complete, sign and provide Buyer with a TDS if the Seller is a natural person, who is a trustee of a revocable trust, and he or she is either a former owner of the Property or was an occupant in possession of the Property within the preceding year.**

**B. Other Exemptions:** Unless paragraph 2A(ii) applies, Seller is exempt from providing Buyer with a Mello-Roos district lien disclosure, an Improvement Bond Act of 1915 notice, a Supplemental Property Tax notice, a Notice of Private Transfer Fee pursuant to California Civil Code §§ 1102 et seq. and either a Homeowner's or Commercial Property Owners Guide to Earthquake Safety

**C. Exempt Seller Disclosures:** Even exempt Sellers have statutory or contractual obligations to make certain disclosures and may, or are required by contract to, use an Exempt Seller Disclosure (C.A.R. Form ESD) and is strongly encouraged to do so.

**3. OTHER CONSIDERATIONS:**

**A. Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, emergency gas shut-off valves or installation of smoke detectors). Local law should be consulted to determine if sales by a trustee of a trust are exempt from such requirements.

**B. Death:** If the Property is being sold because of the death of an occupant of the Property, and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to Seller.

**4. BROKERS:**

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

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

**By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Trust Advisory.**

AT TIME OF LISTING	
Real Estate Broker <b>Keller Williams Realty Santa Monica</b>	
By _____	Date _____
Seller <b>William M. Melton Living Trust</b>	Date _____
Seller _____	Date _____

AT TIME OF SALE	
Buyer _____	Date _____
Buyer _____	Date _____
Seller <b>William M. Melton Living Trust</b>	Date _____
Seller _____	Date _____

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