



**DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIP**
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/21)



(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 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. 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 his or her 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 Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

Buyer Seller Landlord Tenant _____ Date _____

Buyer Seller Landlord Tenant _____ Date _____

Agent _____ **Rodeo Realty, Inc.** DRE Lic. # **00951359**
Real Estate Broker (Firm)

By _____ DRE Lic. # _____ Date _____
(Salesperson or Broker-Associate, if any)

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

CIVIL SECTIONS 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and Sections 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 Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 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 Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 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 Section 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 Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 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 Section 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 Section 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.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to 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.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 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.

CONFIRMATION: (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):	<input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number	_____
Is (check one):	<input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> 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):	<input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number	_____
Is (check one):	<input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> 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 Section 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 Section 2079.14 and Section 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 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.

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.

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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





RODEO REALTY

LOCAL EXPERTISE • GLOBAL PRESENCE

Buyer – Broker Agreement Representation and Compensation Agreement

In consideration of the services agreed herein to be rendered by Rodeo Realty, Inc., ("BROKER"), _____ ("BUYER") hereby employs and grants BROKER the **exclusive** and irrevocable right or **non-exclusive** right to represent buyer in acquiring real property as defined in paragraph 3.C. below.

1. TERM:

Beginning on _____ (date) and ending 180 days later at 11:59 PM, or on _____ (date) at 11:59 PM.

2. PROPERTY TO BE ACQUIRED:

- A. Location: Southern California _____
- B. The following properties only _____
- C. Single Family (one to four units) or _____

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 THE BUYER AND BROKER (REAL ESTATE COMMISSIONS INCLUDE ALL COMPENSATION AND FEES TO BROKER).

A. BUYER AGREES TO PAY BROKER AS FOLLOWS:

- 1. _____% of the acquisition price and \$ _____
- 2. Other compensation terms: _____

B. Third party payments

- 1. If anyone other than BUYER compensates BROKER for services under this agreement, that amount shall be credited toward BUYER'S obligation under this agreement. BROKER may not accept any third-party payment exceeding the BUYER'S obligation under this agreement without a written modification of the amount of compensation with BUYER at the time the overage amount is known.

C. BROKER RIGHT TO COMPENSATION: BROKER shall be entitled to the compensation specified above from BUYER if during the representation period, or an extension thereof, BUYER enters into an agreement to purchase, lease, exchange, or obtain an option to acquire any property described in paragraph 2 above, and the seller thereof completes the transaction.

- 1. **EXCLUSIVE REPRESENTATION** – This agreement shall be exclusive and irrevocable. BUYER agrees to act exclusively with Rodeo Realty, Inc. during representation period. In the event BUYER acquires a property during the representation period with or without BROKER involvement BUYER agrees to pay BROKER.

Or 2. **NON-EXCLUSIVE REPRESENTATION:** Compensation is due only if there was BROKER involvement with the property.

D. BROKER involvement is defined as any of the following: i.) BROKER physically showed the property to BUYER. ii.) BROKER conducted a virtual showing with BUYER iii.) BROKER submitted a written offer to purchase, lease, exchange or obtain an option that was signed by BUYER. iv.) BROKER introduced the property to BUYER and has documented communications with BUYER and Seller, or Seller's Broker about the Buyer's interest in the property, or documented communications with BUYER analyzing the property. Only submitting a list or sending a listing to BUYER shall not constitute an introduction.

E. Additional BROKER Right to Compensation. BROKER shall be entitled to the compensation provided for in paragraph 3 if within 180 calendar days after the expiration period, or any extension thereof, or the cancellation of this agreement, BUYER enters into an agreement to acquire Property defined under the terms of this agreement, provided BROKER delivers BUYER a list of properties covered under this agreement no later than three (3) days after the expiration or cancellation of this agreement. BUYER agrees to exclude those properties on any future agreements with other Brokers.

4. OTHER AGREEMENTS:

- A. BUYER represents that they are not currently under any exclusive representation agreement with another Broker.
- B. BUYER represents that they are not currently under a non-exclusive representation agreement with another Broker except _____.
- C. If this agreement is exclusive BUYER agrees to cancel any other non-exclusive agreement.
- D. Previous Buyer representation agreements: BUYER has viewed the following properties with another Broker. The following properties are excluded from this agreement: _____

5. AGENCY RELATIONSHIPS:

- A. **Disclosure:** If the property includes residential property with one-to-four dwelling units, BUYER shall receive a "**Disclosure Regarding Agency Relationships**" form prior to entering into this contract.
- B. **BUYER Representation:** BROKER shall represent BUYER in any resulting transaction.
- C. **Possible Dual Agency with Seller:** Depending upon the circumstances, it may be necessary or appropriate for BROKER to act as an agent for both BUYER and Seller, exchange party, or one or more additional parties ("Seller"). BROKER shall, as soon as practicable, disclose to BUYER any election to act as a dual agent representing both BUYER and Seller. If a Seller is procured directly by BROKER or an associate-licensee in BROKER's firm, Seller hereby consents to BROKER acting as a dual agent for BUYER and such Seller. In the event of an exchange, BUYER hereby consents to BROKER collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. BUYER understands and agrees that: (i) BROKER, without the prior written consent of BUYER, will not disclose to Seller that BUYER is willing to buy the property at a price more than the offered price; (ii) BROKER, without the prior written consent of Seller will not disclose to BUYER that Seller is willing to accept a price lower than the listed price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.
- D. **Other Buyers:** BUYER understands that BROKER may have or may obtain other Buyers, and those potential Buyers may consider, make offers on, or purchase through BROKER, the same or similar properties to properties that BUYER is interested in or has been shown. BUYER consents to BROKER'S representation of Sellers and Buyers of other properties before, during and after the end of this contract.
- E. **Confirmation:** If the property includes residential property with one-to-four dwelling units, BROKER shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.

6. BUYER REPRESENTATIONS, OWNERSHIP, TITLE AND AUTHORITY:

- A. By signing this agreement, BUYER represents that BUYER has the authority and capacity to sign on behalf of BUYER and any related person or entity that takes title to the acquired property.
- B. In such an event, BROKER shall have no liability to Seller or anyone. Seller shall still, nonetheless, be required to pay BROKER the fee under this contract.

C. All information supplied in this contract or elsewhere by BUYER is warranted to be true and correct. BUYER agrees to hold said BROKER harmless from any and all liability or damages, including attorney's fees and costs due to incorrect information and/or warranties made in this contract or supplied by BUYER to BROKER. BUYER represents that, unless otherwise specified in writing, BUYER is unaware of: (i) any bankruptcy, insolvency or similar proceeding affecting their ability to purchase; (ii) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the BUYER'S ability to purchase. BUYER shall promptly notify BROKER in writing if BUYER becomes aware of any of these items during the agreement term or any extension thereof.

7. BROKER ENGAGEMENT BY BUYER:

BUYER has engaged BROKER to assist in the process of BUYER's acquisition of real property. BROKER agrees to use reasonable skill and care in assisting the BUYER. BUYER acknowledges that Real Estate Brokers and Salespeople are not attorney's or accountants. They do not have the skill, knowledge, expertise, and are not permitted to give legal or tax advice. BUYER has been advised to seek legal and tax advice from appropriate professionals.

8. CANCELLATION OF AGREEMENT:

BUYER may cancel this agreement by giving 30-days written notice to BROKER at any time. Upon cancellation BROKER shall be entitled to compensation should BUYER purchase a property in which BROKER was involved in as described in paragraph 3 of this agreement.

9. ATTORNEY'S FEES:

Should legal action be required to enforce any of the terms of this agreement or to recover damages from the breach thereof, the successful party in such litigation shall be entitled to reasonable attorney's fees and costs.

11. ENTIRE AGREEMENT:

This contract may be altered only by a written amendment duly executed by the parties hereto. All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of this Agreement, and which 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. This agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.

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

Dated _____ BUYER _____

_____, California

BUYER _____

In consideration of the above Buyer-Broker Agreement, BROKER agrees to assist BUYER with all aspects and services in the purchase of property.

Rodeo Realty, Inc.

Address _____

By _____

(Authorized Representative)

_____ Zip Code _____

Phone _____

Phone _____

E-Mail Address _____

E-Mail Address _____