



MULTIPLE LISTING SERVICE ADDENDUM
(C.A.R. Form MLSA, Revised 9/25)

The following terms and conditions are hereby incorporated in and made a part of the Residential Listing Agreement, [] Other _____ ("Agreement"),

dated _____, on property known as _____ 123 Cherry Street, Yourtown, USA 10101 _____ in which _____ is referred to as ("Seller") and _____ is referred to as ("Broker").

1. MULTIPLE LISTING SERVICE:

- A. WHAT IS AN MLS? An MLS is an organization that brokers join to work cooperatively to benefit their clients by establishing rules of cooperation between real estate agents resulting in detailed information about properties for sale, and any resulting transaction, being made available to other agents and their clients. The MLS manages these property records to ensure their accuracy and fair distribution to agents, appraisers and consumers. The MLS also enforces rules on property access and fair advertising practices. Most residential real estate practitioners in any given area belong to an MLS. An MLS may also be part of a reciprocal or data sharing agreement in which the MLS shares the property and listing details with the real estate practitioners of other neighboring multiple listing services. Real estate agents belonging to other multiple listing services that have reciprocal or data sharing agreements with the MLS also have access to the information submitted to the MLS.
B. REALTOR® OWNED MLSs: Many MLSs are REALTOR® owned and are obligated to comply with the rules promulgated by the National Association of REALTORS® ("NAR"). The rules of those MLSs provide that once a seller's listing has been publicly marketed, as defined in paragraph 3, the broker who has taken the listing and who belongs to a REALTOR® owned MLS shall submit information describing the price, terms, and conditions under which the seller's property is offered for sale to the MLS. REALTOR® owned MLSs will not publish offers of compensation from a seller's broker to a buyer's broker.
C. WHAT INFORMATION IS PROVIDED TO THE MLS AFTER SALE: All terms of the transaction, including sales price and, if applicable, financing and concessions, (i) will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.
D. WHAT IS BROKER'S MLS? Broker belongs to the Multiple Listing Service (MLS) specified in paragraph 2E(1) of the Agreement and possibly others. Broker shall inform Seller if the MLS specified in paragraph 2E(1) of the Agreement is not the primary MLS for the geographic area of the Property. When required by paragraph 3 of this MLSA or by the MLS, Property will be listed with the MLS(s) specified.

2. BENEFITS OF USING AN MLS; IMPACT OF OPTING PROPERTY OUT OF AN MLS

- A. EXPOSURE TO BUYERS THROUGH MLS: Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who belong to that MLS or a reciprocating MLS. That MLS may further send the details about the property listed to internet sites that post property listings online. Exposure of a seller's property through the MLS is intended to maximize publicity of the seller's property to the marketplace of potential buyers and real estate licensees in anticipation that the more awareness there is that the seller's property is for sale, the more likely it is that the seller can achieve the goals of the listing.
B. IMPACT OF OPTING OUT OF MLS: If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (i) Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (iii) Information about Seller's Property will not be transmitted from the MLS to various real estate internet sites that are used by the public to search for property listings; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property; and (v) the scope of marketing will consist only of direct one-on-one promotion between the brokers and agents and their respective clients.
C. REDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price. Limiting exposure of the Property to only the agents and clients of Broker may result in the Property being on the market for a longer period than if it was more widely exposed to the other brokers that belong to the MLS and to the public.
D. NOT LISTING PROPERTY IN A LOCAL MLS: If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

3. PUBLIC AND PRIVATE MARKETING OF PROPERTY; "CLEAR COOPERATION POLICY":

- A. Unless paragraph 3E is checked, the MLS to which Broker will submit the listing has adopted the policy of the NAR which requires that exclusive and seller reserved listings for residential real property with one to four units and vacant lots be submitted to the MLS within 1 business day of any public marketing ("Clear Cooperation").
B. Public marketing includes but is not limited to: Flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public.
C. In guidance from NAR, private marketing permits all agents affiliated with Broker to engage in one-to-one promotion between these agents and their clients and one-to-one promotion with other licensees, who may communicate to their clients. (NOTE: Not all MLSs have implemented or follow the NAR guidance, and Seller should discuss with Broker what is allowed under MLS rules.)
D. Different status options may be available for exclusive or seller-reserved listings taken by members of the MLS. Marketing options for listings submitted to the MLS may include: Full Exposure; Delayed Marketing, and if available by the MLS, Coming Soon (or equivalent status). The status option for listings not submitted to the MLS is usually Office Exclusive. See paragraph 5 for further information.



- OR E.** **CLEAR COOPERATION POLICY DOES NOT APPLY:** The MLSs used by Broker to market the Property do not have a Clear Cooperation Policy that applies to the Property. Broker shall disclose to Seller and obtain Seller's consent for any instruction to not market the Property on the MLS or to the public.
- 4. PROPERTY LISTING INFORMATION ON THE INTERNET:** An MLS can send information about properties listed on the MLS to public real estate portals, including those operated by the MLS and additional internet sites operated by brokers and agents. MLS can also syndicate information about listed properties by providing them to various advertising outlets, increasing the exposure of the for-sale property. Seller can instruct Broker to give the MLS instructions to the contrary (see **paragraph 6A** below). Specific information that can be excluded from the internet as permitted by (or in accordance with) the MLS is as follows:
- A. TOTAL INTERNET OPT OUT:** Seller may prevent the Property from being marketed on the Internet which will keep the Property in the MLS systems only for access by other brokers, their agents, and their customers, but the Property listing will NOT be displayed outside of the MLS systems on 1) real estate portals, 2) Broker's own website or social media, 3) other cooperating MLS broker or agent websites, or 4) syndication advertising sites. Seller understands that this opt out would mean consumers searching for listings on the internet will not see the Property.
- B. LIMITED INTERNET INFORMATION OPT OUTS:**
- (1) **PROPERTY OR PROPERTY ADDRESS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the internet. Seller understands that this opt out would mean consumers searching for listings on the internet may not see the Property or the Property's address in response to their search.
 - (2) **FEATURE OPT OUTS:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber websites, or electronic displays that display the Property listing, to have the features below. Seller understands (i) that these opt outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other internet sites:
 - (A) **COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.
 - (B) **AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.
- 5. MARKETING OPTIONS:** An MLS may have different categories and options for marketing the property, including, but not limited to, the options in **paragraphs 5A-D**:
- A. FULL EXPOSURE:**
- (1) The Property listing is submitted to the MLS, and it will also be made available to all subscribers and participants of the MLS ("Other Members") who may engage in one-to-one promotion with their existing or past clients, or mass market the Property to current, past, and prospective clients with the seller's consent.
 - (2) Information about the Property will be syndicated to third party website displays that have an agreement with the MLS.
 - (3) Other Members can use their own websites to electronically display the MLS data about the Property, and such information may be accessed by current and former clients of the brokerage as well as members of the public ("IDX").
 - (4) Other Members can electronically display the MLS data about the Property on their own websites, but such information is only available to be seen by the Other Members' clients or those who have registered with the Other Member, but not members of the general public ("VOW").
- B. DELAYED MARKETING LIMITED EXPOSURE:**
- (1) The Property is submitted to the MLS, and it will also be made available to Other Members who may engage in one-to-one promotion with their existing or past clients but, other than specified in (4), may not mass market the Property to current, past, or prospective clients.
 - (2) Information about the Property will NOT be syndicated to third party website displays that have an agreement with the MLS.
 - (3) Other Members can NOT use their own IDX websites to electronically display the MLS data about the Property.
 - (4) Other Members can electronically display the MLS data about the Property on their own VOW websites, but such information is only available to be seen by the Other Members clients or those who have registered with the Other Member, but not members of the general public.
- C. COMING SOON (OR EQUIVALENT) MARKETING:**
Some MLSs permit a Coming Soon status, but there is no statewide definition of what that status means. Seller is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS.
- D. OFFICE EXCLUSIVE LIMITED EXPOSURE:** The Property will not be submitted to the MLS for display during the entire listing period, or another time specified by the seller. The seller's broker may engage in one-to-one promotion between any licensee working through the broker and their clients. If allowed by the MLS under the NAR guidance, other members who have received direct one-to-one promotion from a licensee with the listing brokerage firm may themselves engage in one-to-one promotion with their clients but not mass market the Property to current, past, or prospective clients.
- E. DAYS ON MARKET:** Regardless of the marketing option chosen, Seller is advised to discuss with Broker how any Days on Market calculations, or any similar tracking fields, work in the MLS in which the Property will be listed for any option above, as well as the potential impact on Seller's property.
- 6. PHOTOGRAPHS:** Visitors entering or touring the Property may take photographs or other images ("Images"), and Broker does not have the ability to control or block the taking and use of Images. Seller can instruct Broker to publish information in the MLS limiting the taking of Images to only those persons preparing appraisal or inspection reports. Seller acknowledges that even with a limiting instruction individuals who are either unaware of the MLS limiting instructions or who have disregarded those instructions may take images of the Property.



SELLER INSTRUCTIONS TO BROKER

Seller instructs Broker to market the Property as follows: (Note: It is possible that different MLSs may be in different stages of implementing the rules set by the NAR and that not all choices below may apply or be available at the time of the listing.)

1. PROPERTY LISTING INFORMATION ON THE INTERNET (see paragraph 4 above for more information):

- A. **TOTAL INTERNET OPT OUT:** Seller requests that Broker advise the MLS that Seller does not want the Property to be displayed on the internet. Seller understands and acknowledges that if this option is checked, consumers who search for listings on Internet sites may not see information about the Property.
- B. **LIMITED OPT OUT:**
 - (1) **Property Address:** Seller requests that Broker advise the MLS that Seller does not want the address of the Property to be displayed on the internet. Seller understands and acknowledges that (i) if this option is checked, consumers who search for listings on internet sites may not see the Property address in response to their search, and (ii) all requests are subject to MLS rules.
 - (2) **Features Opt out:** Seller understands and acknowledges that if either or both options below are checked (i) this opt-out applies only to the Websites or Electronic Displays of MLS participants and subscribers who are real estate broker and agent members of an MLS; (ii) other Internet sites may or may not have the features set forth herein; and (iii) neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
 - (A) **Comments and Reviews:** Seller requests that Broker advise the MLS that Seller does not want visitors to MLS participant or subscriber Websites or Electronic Displays that display the Property listing to have (i) the ability to write comments or reviews about Seller's Property on those sites; or (ii) the ability to link to another site containing such comments or reviews.
 - (B) **Automated Estimate of Value:** Seller requests that Broker advise the MLS that Seller does not want MLS participant or subscriber Websites or Electronic Displays that display the Property listing (i) to create an automated estimate of the market value of the Property; or (ii) the ability to link to another site containing such automated estimate of the market value of the Property.

2. MARKETING OPTION (see paragraph 5 above for more information):

- A. **FULL EXPOSURE:** Market the Property with full exposure to the public starting at the beginning of the Listing Period;
- OR B. **DELAYED MARKETING LIMITED EXPOSURE (only applicable if allowed by MLS):** Market the Property as a Delayed Marketing Limited Exposure. Seller understands that even though the Property will be submitted to the MLS, the Property's data will not be syndicated to third party websites, nor be exposed through Other Member IDX websites. The Property will be available for others to see, tour and inform their clients.
- OR C. **COMING SOON (only applicable if allowed by MLS):** Market the Property under a Coming Soon policy. Broker has explained the parameters of Coming Soon and any impact it may have on marketing of the Seller's Property.
- OR D. **OFFICE EXCLUSIVE LIMITED EXPOSURE: (NOTE: Not all MLSs have implemented or follow the NAR guidance, and Seller should discuss with Broker what is allowed under MLS rules.)** Market the Property as an Office Exclusive Limited Exposure. Seller instructs Broker to EXCLUDE the Property from full dissemination by the MLS for the time period specified below. Seller certifies that Seller understands that no public marketing (paragraph 3B) will occur, and while the property is in office exclusive limited exposure option, the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients. If allowed by the MLS under the NAR guidance, Broker may engage in one-to one communication with other licensees who may communicate with their clients but may not mass market the Property to current, past, or prospective clients. Seller's Property may be shown to clients of agents of the Broker, but not to clients of other brokers, without triggering the obligation to place the property in the MLS. Seller understands and agrees that should any public marketing of the property occur, including showing of the Property to clients of an outside brokerage, the Property listing will be submitted to the MLS within 1 business day.
 - (1) Do NOT market the Property to the public during the entire Listing Period unless Seller gives Broker written instruction otherwise;
 - OR (2) Do not begin marketing the Property to the public (including through the MLS) until _____ (date).

3. OTHER INSTRUCTIONS/TERMS: Seller and Broker may agree to additional terms and items below, but they will be subject to MLS rules and what is permitted in the MLS.

- A. **SELLER PHOTOGRAPH INSTRUCTION:**
 - (1) Visitors are not restricted from taking Images of the Property;
 - OR (2) Seller instructs Broker to publish in the MLS that taking of images is limited to those persons preparing appraisal or inspection reports.
- B. **OTHER INSTRUCTIONS/TERMS:** _____

By signing below, Seller acknowledges that they have received a copy of this Multiple Listing Service Addendum, and they have read, understand, and agree to its terms.

Seller _____ Date _____
Seller _____ Date _____

Real Estate Broker (Listing Firm) _____

By _____ DRE Lic# _____ Date _____

By _____ DRE Lic# _____ Date _____

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FEDERAL REPORTING REQUIREMENT PURCHASE ADDENDUM
(C.A.R. Form FRR-PA, 9/25)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement ("Agreement"), dated _____, on property known as 123 Cherry Street, Yourtown, USA 10101, ("Property") in which _____ is referred to as ("Seller") and _____ is referred to as ("Buyer").

This addendum is to be used with a: (i) Residential Purchase Agreement (C.A.R. Form RPA); (ii) New Construction Purchase Agreement (C.A.R. Form NCPA); (iii) Vacant Land Purchase Agreement, if the Property will be improved with a residential dwelling with one to four units (C.A.R. Form VLP); (iv) Residential Income Purchase Agreement (C.A.R. Form RIPA), where the income property contains one to four units; or (v) Residential Units Purchase Addendum (C.A.R. Form RU-PA), where the mixed-use property contains one to four residential units.

- 1. FEDERAL REPORTING OBLIGATION: Pursuant to rules issued by the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury ("Treasury"), beginning December 1, 2025, a "Reporting Person" (typically the escrow or title company responsible for closing) is required to collect, and report to the Treasury, certain information about the Buyer and Seller in the sale of certain real property for the purpose of preventing money laundering.
2. CONDITIONS FOR WHICH THE REPORTING OBLIGATIONS APPLY: The collection and reporting obligations apply if: (i) the property being purchased is real property with one to four residential units or vacant land for which the transferee intends to build residential real property with one to four units, or shares in a cooperative housing corporation; (ii) the buyer is a legal entity or trust; and (iii) the buyer is making an "all-cash" purchase or financing the purchase through a bank or other institution that does not have an independent money laundering reporting obligation.
3. REQUIRED REPORTING INFORMATION: The following is a non-exclusive list of the "persons" from whom the Reporting Person is required to collect information as well as the type of information to be collected.
A. Buyers: Entity Buyers, Beneficial Owners of Entity Buyers, Signing Parties of Entity Buyers, Trust Buyers, Entity Trustee of Trust Buyers, and Individual trustees and beneficial owners of Trust Buyers;
B. Sellers: Individual sellers, Entity sellers, Trust Sellers, Individual and entity trustees of Trust Sellers;
C. Information to be collected: Legal names, dates of birth, dates of execution of trusts, addresses, dbas, citizenship (for trustees or beneficial owners of trust buyers) taxpayer identification numbers ("TIN"), and, if applicable, account number and financial institution name from which payment is made.
4. DELIVERY OF REQUIRED INFORMATION:
A. Buyer and Seller shall, within 7 Days after receiving a request for FinCEN information from the Reporting Person for the transaction, deliver to the Reporting Person all necessary information to satisfy the reporting requirements.
B. Buyer and Seller agree to make a good faith effort to acquire such information from any entity, beneficial owner, trustee or signing party that is not Buyer or Seller.
5. CONSEQUENCES OF FAILURE TO PROVIDE REQUESTED INFORMATION:
A. The Reporting Person will not close escrow if the requested information is not provided in full, regardless of whether due from Buyer or Seller or another person on their behalf;
B. Any Buyer or Seller who fails to provide the requested information for themselves may be in breach of contract.
C. If the Reporting Person requires information from a related third party such as an entity, beneficial owner, signing party, or trustee, and the Reporting Person notifies a Buyer or Seller that the other has failed to provide such information, the performing Buyer or Seller may cancel after first giving the non-performing Buyer or Seller a notice to perform.

By signing below, Buyer and Seller acknowledge that each has read, understands, has received a copy of, and agrees to the terms of this Federal Reporting Requirement Purchase Addendum.

Buyer _____ Date _____
Buyer _____ Date _____
Seller _____ Date _____
Seller _____ Date _____

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FEDERAL REPORTING REQUIREMENT PURCHASE ADDENDUM (FRR-PA PAGE 1 OF 1)

NOTICE TO PAY RENT OR QUIT INSTRUCTIONS

JURISDICTIONAL AND PROCEDURAL WARNINGS: DO NOT USE THIS FORM without first seeking legal counsel from a qualified local landlord tenant eviction attorney. Courts in some California jurisdictions may not accept this form for various situations in that jurisdiction. Housing Provider is advised not to use this form for rents due more than one year prior to service of this notice. **Do not use electronic signatures on this form.**

CARES ACT WARNING: If the property where the Premises is located is security for a loan made, owned, securitized, guaranteed or insured by an agency of the federal government (such as FHA, VA, Fannie Mae or Freddie Mac) or is subject to Section 8 or any other federal housing subsidy program, owner/agent is advised to speak with legal counsel before serving this Notice for monetary obligations.

LOCAL RENT AND EVICTION CONTROL WARNING: If the property where the Premises is located is subject to a city or county rent or eviction control ordinance or any eviction moratorium, or if Housing Provider does not know if the property is subject to a city or county rent or eviction control ordinance or moratorium, owner/agent is advised to seek legal counsel from a qualified local landlord tenant eviction attorney before serving this Notice.

REMOVE THIS INSTRUCTION PAGE BEFORE SERVING THE ATTACHED 2-PAGE FORM.



NOTICE TO PAY RENT OR QUIT
(C.A.R. Form PRQ, Revised 9/25)

To: _____ ("Tenant")
and any other occupant(s) in possession of the premises located at: _____ 123 Cherry Street _____ (Street Address)
_____ (Unit/Apartment #) _____ Yourtown _____ (City) USA _____ (State) 10101 _____ (Zip Code) ("Premises").
Other notice address if different from Premises above: _____

1. Notice to the above-named person(s) and any other occupants of the above-referenced Premises:

WITHIN 3 DAYS, starting the day after the date of service of this Notice, and excluding Saturdays, Sundays, and other judicial holidays, you are required to (i) Pay rent, which is past due (see paragraph 2), OR (ii) Vacate the Premises and surrender possession.

2. Rent Due and Payment: (Do not include any amount which was due more than one year prior to the date of service of this form without first speaking to legal counsel).

A. The total amount of rent which is PAST DUE is specified below.

B. \$ _____ for the period _____ to _____
\$ _____ for the period _____ to _____
\$ _____ for the period _____ to _____
\$ _____: Total unpaid rent due.

C. If applicable, check, money order, draft or instrument, shall be made payable to: _____

D. Rent shall be delivered to: _____ (specific individual)
whose phone number is _____, at _____ (Address)

E. [] Rent may be delivered in person between the hours of _____ on the following days: _____

3. Failure to pay or surrender possession:

If you do not pay the past due amount or give up possession by the required time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure § 1174). Housing Provider declares a forfeiture of the lease if past due rent is not paid, and you continue to occupy the Premises. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to pay your rent.

Housing Provider (Owner or Agent) _____ Date _____

Housing Provider (Owner or Agent) _____ Date _____

4. DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by _____, on _____ (date)
in the following manner: (if mailed, a copy was mailed at _____ (Location)
on _____ (enter date, if different from date on first line of this paragraph))
Emailing a notice does not satisfy the requirements of the Code of Civil Procedure §§ 1162(a) or 1162(b).

To comply with state law, service attempts must be done in the following order: A, then B, then C.

- A. [] Personal service. A copy of the Notice was personally delivered to the above named Tenant.
B. NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS.
[] Substituted service. A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.
C. NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.
[] Post and mail. A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.



I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of person serving Notice)

(Date)

(Print Name)

(Keep a copy for your records.)

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PRQ REVISED 9/25 (PAGE 2 OF 2)



NOTICE TO PAY RENT OR QUIT (PRQ PAGE 2 OF 2)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

REO Education

NOTICE TO CURE; OR PERFORM COVENANT OR QUIT INSTRUCTIONS

The Tenant Protection Act of 2019, aka AB 1482, (“TPA”):

The TPA (i) imposed limits on the amount a property owner can increase rent to a residential tenant (“Rent Cap”) and (ii) identified a limited number of reasons that a property owner may terminate a tenancy and evict a tenant (“Just Cause”). Exemptions exist to both the Rent Cap and Just Cause laws. For more information, see the IMPORTANT NOTES below.

Common Exemptions: Under the TPA, the most common exemptions from just cause eviction laws are: (1) 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; (2) dwellings built in the previous 15 years prior to this notice; (3) a duplex in which one of the units was owner occupied at the commencement and throughout the tenancy; (4) 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 (5) housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner. Other exemptions may be applicable.

Use of this form: In paragraph 1, identify if the Property or tenancy is covered by the TPA. If it is, fill out **paragraph 2**. If Property or tenancy is NOT covered by the TPA, fill out **paragraph 3**. If property owner is uncertain whether the property or tenancy is exempt from the TPA, property owner is advised to seek legal counsel from a qualified California real estate attorney who is familiar with the TPA.

JURISDICTIONAL AND PROCEDURAL WARNINGS: DO NOT USE THIS FORM without first seeking legal counsel from a qualified local landlord tenant eviction attorney. Courts in some California jurisdictions may not accept this form for various situations in that jurisdiction. Housing Provider is advised not to use this form for monetary obligations due more than one year prior to service of this notice. **Do not sign this form electronically.**

CARES ACT WARNING: If the property where the Premises is located is security for a loan made, owned, securitized, guaranteed or insured by an agency of the federal government (such as FHA, VA, Fannie Mae or Freddie Mac) or is subject to Section 8 or any other federal housing subsidy program, owner/agent is advised to speak with legal counsel before serving this Notice for monetary obligations.

LOCAL RENT AND EVICTION CONTROL WARNING: If the property where the Premises is located is subject to a city or county rent or eviction control ordinance or any eviction moratorium, or if Housing Provider does not know if the property is subject to a city or county rent or eviction control ordinance or moratorium, owner/agent is advised to seek legal counsel from a qualified local landlord tenant eviction attorney before serving this Notice.

REMOVE THIS INSTRUCTION PAGE BEFORE SERVING THE ATTACHED 3-PAGE FORM.



NOTICE TO CURE; OR PERFORM COVENANT OR QUIT
(C.A.R. Form PCQ, Revised 9/25)

To: _____ ("Tenant")
and any other occupant(s) in possession of the premises located at: 123 Cherry Street
(Street Address) _____ (Unit/Apartment #)
Yourtown (City) USA (State) 10101 (Zip Code) ("Premises").
Other notice address if different from Premises above: _____

1. APPLICABILITY OF THE TENANT PROTECTION ACT OF 2019, aka AB 1482, ("TPA"):

- The Property or tenancy IS covered by the TPA. See paragraph 2.
The Property and tenancy are NOT covered by the TPA. See paragraph 3.

** NOTE: COMPLETE PARAGRAPH 2 OR 3. DO NOT COMPLETE BOTH. **

2. PROPERTIES OR TENANCIES COVERED BY THE TPA: Housing Provider is advised to seek counsel from a qualified California real estate attorney before issuing this notice.

IF any box in 2A is CHECKED, paragraph 3 does NOT apply and only the Notice checked in paragraph 2 shall be in effect.

A. Notice to the above-named person(s) and any other occupants of the above-referenced Premises: WITHIN 3 DAYS, starting the day after the date of service of this Notice, and excluding Saturdays, Sundays, and other judicial holidays, you are required to comply with the following:

- Sign the previously provided, or if checked, attached written extension or renewal of your lease, provided that the extension or renewal is of a similar duration and on similar term as your expiring (or expired) lease.
Allow the owner or owner's agent to enter the Premises to make necessary or agreed repairs or services, or show the Premises to actual or prospective purchasers or tenants or other reason specified in Civil Code §§ 1101.5 or 1954 or Government Code §§ 13113.7 and 17926.1.
(i) Pay the following required monetary obligation, WHICH IS PAST DUE, for obligation other than rent:
(ii) If applicable, check, money order, draft or instrument, shall be made payable to:
(iii) Payment shall be delivered to:
(iv) Payment may be delivered in person between the hours of _____ on the following days: _____.

B. Failure to perform the covenant or surrender possession: If you do not comply with the item(s) checked above, your tenancy in the Premises may be terminated by a 3-day notice to quit without any further opportunity to cure. After that time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure § 1174).

3. PROPERTIES OR TENANCIES NOT SUBJECT TO THE TPA: Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney who is familiar with the TPA before selecting any of the options below. IF any box is CHECKED below, paragraph 2 does NOT apply and only the Notice checked in paragraph 3 shall be in effect.

A. Notice to the above-named person(s) and any other occupants of the above-referenced Premises: WITHIN 3 DAYS, starting the day after the date of service of this Notice, and excluding Saturdays, Sundays, and other judicial holidays, unless a longer time is specified in paragraph 3A(3), you are required to comply with the following or vacate the Premises and surrender possession.



Housing Provider is strongly advised to seek counsel from a qualified California real estate attorney who is familiar with the TPA before selecting any of the options below.

- (1) Allow the owner or owner's agent to enter the Premises to make necessary or agreed repairs or services, or show the Premises to actual or prospective purchasers or tenants or other reason specified in Civil Code §§ 1101.5 or 1954 or §§ 13113.7 and 17926.1 of the Government Code.
- (2) (i) Pay the following required monetary obligation, WHICH IS PAST DUE, for obligation other than rent:
\$ _____ required due to _____
\$ _____ required due to _____
\$ _____ required due to _____
\$ _____: Total Due
(ii) If applicable, check, money order, draft or instrument, shall be **made payable to:** _____
(iii) Payment shall be **delivered to:** _____ (specific individual)
whose phone number is _____, at _____ (Address)
(iv) Payment may be delivered in person between the hours of _____ on the following days: _____.
- (3) Perform the following covenant or cure the following breach of your rental agreement within the time specified above (or _____ Days, which must be at least 3, excluding Saturdays, Sundays, and other judicial holidays):

B. Failure to perform the covenant or surrender possession: If you do not comply with the above, your tenancy in the Premises is terminated. After that time, a legal action will be filed seeking not only damages and possession, but also a statutory damage penalty of up to \$600.00 (California Code of Civil Procedure § 1174). Housing Provider declares a forfeiture of the lease if: (i) you do not perform as specified in **paragraph 3A** or the breach of your rental agreement is not cured; and (ii) you continue to occupy the Premises. Pursuant to California Civil Code, § 1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted in the future to a credit reporting agency if you fail to fulfill the terms of your rental/credit obligations.

4. Local rent control and eviction laws. Many cities and counties have adopted local ordinances which impose rent control and just cause eviction requirements. These laws may conflict with, preempt or be preempted by the TPA, in whole or in part. **If property owner is uncertain whether the property is subject to a local ordinance governing rent increases and just cause requirements, property owner is advised to seek legal counsel from a qualified California real estate attorney who is familiar with the laws where the property is located prior to serving this notice.**

Housing Provider (Owner or Agent) _____ Date _____

Housing Provider (Owner or Agent) _____ Date _____

5. DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by _____, on _____ (date)

In the following manner: (if mailed, a copy was mailed at _____ (Location))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§ 1162(a) or 1162(b).

To comply with state law, service attempts must be done in the following order: A, then B, then C.

- A. **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.
- B. **NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS.**
 Substituted service. A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.
- C. **NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**
 Post and mail. A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.



I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of person serving Notice)

(Date)

(Print Name)

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PCQ REVISED 9/25 (PAGE 3 OF 3)



NOTICE TO CURE; OR PERFORM COVENANT OR QUIT (PCQ PAGE 3 OF 3)

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REO Education

NOTICE TO QUIT INSTRUCTIONS

JURISDICTIONAL AND PROCEDURAL WARNINGS: DO NOT USE THIS FORM without first seeking legal counsel from a qualified local landlord tenant eviction attorney. Courts in some California jurisdictions may not accept this form for various situations in that jurisdiction. **Do not sign this form electronically.**

**REMOVE THIS INSTRUCTION PAGE
BEFORE SERVING THE ATTACHED
2-PAGE FORM.**



NOTICE TO QUIT
(C.A.R. Form NTQ, Revised 9/25)

To: _____ (Tenant/Occupant)
and any other occupant(s) in possession of the premises located at: 123 Cherry Street
(Street Address),
(Unit or Apartment #) _____ (City) Yourtown (State) USA (Zip Code) 10101 ("Premises").
Other notice address if different from Premises above: _____

Notice to the above-named person(s) and any other occupants of the above-referenced Premises:
WITHIN 3 DAYS, starting the day after the date of service of this Notice, and excluding Saturdays, Sundays, and other
judicial holidays, you are required to:

1. Vacate the Premises and surrender possession:

If you do not give up possession by the required time, a legal action will be filed seeking damages and possession.
NOTICE: Pursuant to California Civil Code, §1785.26, you are hereby notified that a negative credit report reflecting
on your credit record may be submitted in the future to a credit reporting agency if you fail to fulfill the terms of your
rental/credit obligations.

2. Forfeiture of the Lease:

The undersigned declares a forfeiture of the lease.

3. The reason for sending this notice is the following NONCURABLE BREACH ONLY:
(Check all that apply)

- A. [] Violation of the lease covenant against subletting, assignment or committing waste.
B. [] Maintaining a nuisance.
C. [] Using the Premises for an unlawful purpose or making a criminal threat against the owner or agent.
D. [] Former Owner holding over after sale of the Premises.
E. [] Occupant holding over after having an employment or hiring terminated by the owner or agent.
F. [] Tenant has failed to cure the following breach after being given notice to cure under California Civil Code §1946.2:
[] Failure to sign an extension or renewal of lease
[] Refusing to allow the owner or agent the right to enter the Premises
[] Failing to pay the non-rent monetary obligation
[] Other violation specified in a Notice to Cure. The violation specified was _____

NOTE: IF THE PREMISES IS IN A LOCAL RENT OR EVICTION CONTROL JURISDICTION, A DIFFERENT NOTICE
MAY BE REQUIRED.

Housing Provider/Owner/Agent _____ Date _____
Housing Provider/Owner/Agent _____ Date _____

4. DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by _____, on _____ (Date)
In the following manner: (if mailed, a copy was mailed at _____
(Location on _____ (enter date, if different from date on first line of this paragraph))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§ 1162(a) or 1162(b).



To comply with state law, service attempts must be done in the following order: A, then B, then C.

- A. **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.
- B. **NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS.**
 - Substituted service.** A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed to the Tenant at the Premises.
- C. **NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.**
 - Post and mail.** A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed to the Tenant at the Premises.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Signature of person serving Notice)

(Date)

(Print Name)

(Keep a copy for your records.)

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NOTICE TO QUIT (NTQ PAGE 2 OF 2)

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