



PROFESSIONAL PUBLISHING CORP.

A DIVISION OF
McKENNEY'S STANDARD FORMS, INC.



New Form:

NOTICE OF BELIEF OF ABANDONMENT Form 105-L CAL (04-2010)



**THIS FORM FOR USE
IN CALIFORNIA ONLY**

This is a statutory form set forth in California Civil Code §1951.3. Since it is difficult to download the form from the internet, numerous brokers have requested that we include the form in the California program.

Revised Forms:

NEVADA RANGE LAND DISCLOSURE Form 110.62 NEV (01-2010)



**THIS FORM FOR USE
IN NEVADA ONLY**

The Nevada legislature amended NRS 113.065 to add the following language to the statutory disclosure concerning range land: “. . . and that the parcel may be subject to county or State claims or rights-of-way, including those not recorded, documented or surveyed.”

TAHOE DISCLOSURE ADDENDUM Form 101-TRPA (08-2005)



FOR USE IN NEVADA AND CALIFORNIA

The Tahoe Regional Planning Agency (TRPA) adopted a Best Management Practice (BMP) enforcement procedure aimed at encouraging property owners within the watershed to install necessary water quality and erosion control to protect Lake Tahoe. The ordinance requires this disclosure addendum to be used in all sales to properly advise potential

buyers of the property's BMP requirements and status. The form has been modified to include a number of recent changes in the statutory form.

RESIDENTIAL PURCHASE AGREEMENT For Owner-occupied Property in Foreclosure by Non-occupant Buyer Form 101-EP CAL (04-2010)



**THIS FORM FOR USE
IN CALIFORNIA ONLY**

Jeff Lerman, an experienced Marin County attorney for real estate investors, has called our attention to the fact that some of the language in this form may not strictly comply with the provisions of the Home Equity Sales Contract Act (Civil Code §§ 1695 et seq.).

The language of the Professional Publishing and CAR contracts are also examined in an excellent article by attorney Richard A. Goodman entitled *The Pitfalls of Purchasing Pre-Foreclosure Property* (www.the1031attorney.com).

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To assure compliance with the statute, the following modifications have been made to the form:

1. **Address.** The existing Notice of Cancellation provides for the "Buyer's address" to be inserted. Civil Code §1695.5(b) provides that the Notice of Cancellation shall contain the "Street address of purchaser's place of business." To avoid any confusion, "(Buyer's address)" has been deleted from the Notice of Cancellation form and the following substituted: "(Street address of Buyer's place of business - P.O. Box not acceptable.)" Similarly, the address line of the Buyer's offer has been amended as follows: "Business Street Address (required)".
2. **Cancellation.** In order that the parties be fully aware of the time requirements involved in cancellation, the following reference to the provisions of the Home Equity Sales Contract Act have been added to the purchase contract:

35. CANCELLATION PERIOD. The parties acknowledge the provisions of Civil Code §1695.4(a) which provide that ". . .the equity seller has the right to cancel any contract with an equity purchaser until midnight of the fifth business day following the day on which the equity seller signs a contract that complies with this chapter or until 8 a.m. on the day scheduled for the sale of the property pursuant to a power of sale conferred in a deed of trust, whichever occurs first."

3. **Notice to Release.** If a short sale is contemplated, it would be prudent to include in the contract a "notice to release" which is often required by lenders so that they can deal with third parties concerning the details of the seller's loan. This could avoid any application of Civil Code §1695.3(h), which precludes a purchaser from requesting the seller to sign "any deed or any other document" during the cancellation period. The following has been added to the purchase contract:

36. NOTICE TO RELEASE. A fully executed "Notice to Release" requested by Seller's lender is is not attached hereto and incorporated herein by reference.

4. **Deposit.** Civil Code §1695.6(b)(4) provides that until the cancellation period has expired, the equity purchaser shall not "pay the equity seller any consideration." The deposit provisions of the contract have been modified accordingly:

1. FINANCING TERMS AND LOAN PROVISIONS.

A. \$ _____ **DEPOSIT** evidenced by check, or other _____ held uncashed until acceptance and not later than three (3) business days thereafter deposited toward the purchase price with _____.

The initial or any additional deposit may not be paid to the seller until after the expiration of the cancellation period as set forth in paragraph 35 of this Agreement.

5. **Rental Agreement.** The equity sales contract must contain the terms of any rental agreement between the parties.. Civil Code §1695.3(f). While the current form refers to "occupancy agreements" in paragraph 11, the provision has been modified to make it clear that the occupancy/rental agreement is a part of the purchase contract:

11. PHYSICAL POSSESSION. . . .

. . . In the event possession is to be delivered before or after recordation, such possession is conditioned upon the execution by both parties of a written occupancy agreement on P.O. Form 103 CAL or 104 CAL, or comparable form, within _____ days after acceptance. at the time of or prior to acceptance. Said occupancy or rental agreement constitutes an addendum to this Agreement. Upon execution by both parties it is incorporated herein and made a part of this Agreement.

Take Care,

Jim McKenney