

WATER HEATER STATEMENT OF COMPLIANCE

Water Heater Bracing, Anchoring, or Strapping

As required by California Health & Safety Code § 19211

Property Address: _____, California

- 1. STATE LAW:** California law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored, or strapped to resist falling or horizontal displacement due to earthquake motion. There are no exceptions to this requirement. At a minimum, any water heater shall be secured in accordance with the California Plumbing Code, or modifications made thereto by a city and/or county. (Health and Safety Code § 19211).
- 2. LOCAL ORDINANCES:** The buyer should be aware that a local or municipal ordinance may impose more stringent water heater bracing, anchoring, or strapping regulations than those required by California law. As a result, it is advisable to contact municipal, city and/or county building and safety departments to confirm the water heater bracing, anchoring, or strapping requirements applicable to the property.
- 3. SELLER'S CERTIFICATION:** As required by Health and Safety Code Section 19211, Seller hereby certifies that the property, as of the date of the close of escrow, will be in compliance with State law by having water heaters braced, anchored, or strapped in place in accordance with these requirements.

Seller _____ Date _____
(Signature) (Print Name)

Seller _____ Date _____
(Signature) (Print Name)

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

SMOKE DETECTOR STATEMENT OF COMPLIANCE

As required by California Health & Safety Code § 13113.8(b)

Property Address: _____, California

- 1. STATE REQUIREMENTS:** California Health and Safety Code Section 13113.8 requires that every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal and installed in accordance with the State Fire Marshal's regulations. California Health and Safety Code Section 13113.8(b) requires that the transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), must deliver to the transferee a written statement indicating that the transferor is in compliance with Section 13113.8.
- 2. LOCAL ORDINANCES:** Municipal and local ordinances may impose more stringent smoke detector regulations than those required by California law. As a result, the parties are advised to contact municipal, local, city and/or county building and safety departments to determine smoke detector requirements applicable to the property.
- 3. SELLER'S CERTIFICATION:** Seller hereby certifies that the property, as of the date of the close of escrow, will be in compliance with Health and Safety Code Section 13113.8 by having operable smoke detector(s) that have been approved and listed by the State Fire Marshal and installed in accordance with State Fire Marshal's regulations.

Seller _____ Date _____
(Signature) (Print Name)

Seller _____ Date _____
(Signature) (Print Name)

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

LEAD-BASED PAINT HAZARDS DISCLOSURE AND ACKNOWLEDGEMENT

For Pre-1978 Housing Sales

Property Address: _____, California

1. **CONSTRUCTION OF RESIDENCE:** WAS WAS NOT COMPLETED PRIOR TO 1978.
2. **LEAD WARNING STATEMENT:** Title 42 of the United States Code § 4852d provides: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

3. **SELLER'S DISCLOSURE:**
(a) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the residential real property except for the following, which have been provided to Buyer (if none insert "None" below):

(b) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the residential real property except for the following (if none insert "None" below):

4. **BUYER ACKNOWLEDGEMENT:** Buyer has received and reviewed the lead-based paint warning statement above and has received a copy of the government pamphlet "Protect Your Family from Lead in Your Home" or an equivalent pamphlet that has been approved by the California Environmental Protection Agency.
Buyer has ten (10) calendar days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in the residential real property.

OR

_____ (Buyer to initial if applicable.) Buyer waives the right to conduct risk assessment or inspection for the presence of lead-based paint hazards.

The parties have reviewed the information above and certify, to the best of their knowledge, that the information provided is true and correct. However, the Buyer is advised to perform his or her own physical investigation to determine whether any lead-based paint hazard affects the residential property.

Signature of Seller	Date	Signature of Seller	Date
Signature of Buyer	Date	Signature of Buyer	Date

LISTING AGENT'S ACKNOWLEDGEMENT: Agent(s) has informed the seller of seller's obligations under Section 42 U.S.C. 4852d and is aware of agent's responsibility to ensure compliance.

Agent (Broker representing Seller) Print Name	By: Associate Licensee	Date
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COOPERATING AGENT'S ACKNOWLEDGEMENT: If property is listed, Agent(s) has informed listing agent of seller's obligations under Section 42 U.S.C. 4852d and is aware of agent's responsibility to ensure compliance.

Agent (Broker representing Buyer) Print Name	By: Associate Licensee	Date
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Reviewed by Broker (_____) 17-0 4/03

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LEAD-BASED PAINT HAZARDS DISCLOSURE AND ACKNOWLEDGEMENT

NOTICE TO BUYER OF TAX WITHHOLDING UPON DISPOSITION OF CALIFORNIA REAL PROPERTY AND TRANSFEROR'S AFFIDAVIT OF NONFOREIGN STATUS AND/OR CALIFORNIA RESIDENCY

IMPORTANT ADVISORY INFORMATION: The information in this affidavit may be disclosed to the Internal Revenue Service and to the California Franchise Tax Board by the Buyer. Any false statement by the Transferor could result in the Transferor being punished by fine, imprisonment, or both. A Buyer's failure to withhold and deliver the required sum pursuant to law may result in the Buyer being subjected to penalties.

Internal Revenue Code Section 1445 provides that the Buyer (Transferee) of a U.S. real property interest is required to deduct and withhold tax if the seller (Transferor) is a foreign person. California Revenue and Taxation Code Section 18662 requires a Buyer (Transferee) of a California real property interest to withhold tax if the Seller (Transferor) has a last known street address outside the boundaries of this state at the time of the transfer of the title to the California real property or if transaction funds are to be disbursed to the financial intermediary of the Seller (Transferor). "California real property interest" means an interest in real property located in California. "Financial intermediary" means an agent for the purpose of receiving and transferring funds to a principal.

1. PROPERTY ADDRESS (property being transferred): _____

2. TRANSFEROR'S INFORMATION: All Transferors' names and addresses whose interests are being transferred are required.
 (Individual transferors use home address. Corporations, partnerships, limited liability companies, trusts, estates or any other type of entity use office address.)

Transf. 1 Legal Name _____ Transf. 2 Legal Name _____

Address _____ Address _____

Telephone _____ Telephone _____

 Social Security No., Federal Employer Identification No., or California Corporation No.

 Social Security No., Federal Employer Identification No., or California Corporation No.

3. CALIFORNIA NONRESIDENT WITHHOLDING LAW: I, declare under penalty of perjury, that I am exempt (or if signed on behalf of an entity Transferor, the entity is exempt) from the California nonresident withholding law, and that:

Transf. 1 Transf. 2 (Transferor 1 initial one of the following under column 1, and Transferor 2 initial one of the following under column 2)

_____ The total sale price for the property is \$100,000 or less.
 _____ (For individual or revocable/grantor trust Transferors) I am a resident of California. (address) _____

_____ (For tax exempt entity and nonprofit organization Transferors) The Transferor is exempt from tax under California or federal law.
 _____ (For individual or revocable/grantor trust Transferors) The California property being conveyed or transferred was my principal residence within the meaning of section 121 of the Internal Revenue Code.

_____ (For corporation Transferors) The Transferor is a corporation organized and existing under the laws of California, or has a permanent place of business in California, or qualifies with the office of the Secretary of State to transact business in California.
 _____ (For limited liability company (LLC) or partnership Transferors) The Transferor is an LLC or partnership and recorded title to the property being transferred is in the name of the LLC or partnership and the LLC or partnership will file a California tax return to report the sale and withhold on foreign and domestic nonresident partners as required.

_____ (For trust Transferors) The Transferor is an irrevocable trust in which at least one trustee is a California resident, or is a trust in which all grantors are California residents, and the trust will file a California tax return to report the sale and withhold when distributing California source taxable income to nonresident beneficiaries as required.

_____ (For estate Transferors) The Transferor is an estate of a decedent who was a California resident at the time of his/her death, and the estate of the decedent will file a California tax return to report the sale and withhold when distributing California source taxable income to nonresident beneficiaries as required.

4. FEDERAL (FIRPTA) WITHHOLDING LAW: I, declare under penalty of perjury, that I am exempt (or if signed on behalf of an entity Transferor, the entity is exempt) from the federal (FIRPTA) withholding law, and that:

Transf. 1 Transf. 2 (Transferor 1 initial one of the following under column 1, and Transferor 2 initial one of the following under column 2)

_____ (For individual Transferors) I am not a nonresident alien, or a foreign person for purposes of U.S. income taxation.

_____ (For corporation, partnership, limited liability company (LLC), trust, and estate Transferors) The Transferor is not a foreign corporation, foreign partnership, foreign limited liability company (LLC), foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and Income Tax Regulations.

Transferor 1 _____
 Signature (Please indicate if signing as the grantor of a revocable/grantor trust)

Transferor 2 _____
 Signature (Please indicate if signing as the grantor of a revocable/grantor trust)

Print Name _____

Print Name _____

Title _____
 (If signed on behalf of entity Transferor)

Title _____
 (If signed on behalf of entity Transferor)

Reviewed by Broker (_____)

If you require additional assistance relating to this form or if you have any questions, consult with an attorney, immigration official, certified public accountant or other professional.

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address: _____, California

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 _____, 20____. 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.

I. 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: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, 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: _____

II. 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 FOR THE AGENT(S). IF ANY, THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND THE SELLER.

Seller is is not occupying the property.

A. The subject property has the items checked below:

- | | | | | | |
|---|---|---|--|---|--|
| <input type="checkbox"/> Range | <input type="checkbox"/> Oven | <input type="checkbox"/> Intercom | <input type="checkbox"/> Central Heating | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Evaporative Cooler(s) |
| <input type="checkbox"/> Washer/Dryer Hookups | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Sprinklers | <input type="checkbox"/> Public Sewer System | <input type="checkbox"/> Septic Tank | <input type="checkbox"/> Sump Pump |
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Patio Decking | <input type="checkbox"/> Built-in BBQ | <input type="checkbox"/> Gazebo | <input type="checkbox"/> Sauna | |
| <input type="checkbox"/> Wall/Window Air Conditioning | <input type="checkbox"/> Microwave | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Garbage Disposal | |
| <input type="checkbox"/> Water Softener | <input type="checkbox"/> Rain Gutters | <input type="checkbox"/> Burglar Alarms | <input type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Fire Alarm | |
-
- Hot Tub Locking Safety Cover* Pool Child Resistant Barrier* Spa Locking Safety Cover* Security Gate(s)
- Automatic Garage Door Opener(s)* _____ Number Remote Controls Garage: Attached Not Attached Carport
- Pool/Spa Heater: Gas Solar Electric Water Heater: Gas Water Heater Anchored, Braced, or Strapped*
- Private Utility or Other Water Supply: City Well Gas Supply: Utility Bottled
- Window Screens Window Security Bars Quick Release Mechanism on Bedroom Windows*

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. (Attach additional sheets if necessary): _____

*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 have quick-release mechanisms in compliance with the 1995 Edition of the California Building Standards Code.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of _____ Pages.

Buyer's Initials (_____) (_____) Seller's Initials (_____) (_____) Reviewed by Broker (_____) 17-0 4/03

Property Address: _____, California

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following?

- Yes No If yes, check appropriate space(s) below.
- Interior Walls Ceilings Floors 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. (Attach additional sheets if necessary): _____

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 **or mold** 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. Fill (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 or "setback" requirements Yes No
11. Neighborhood noise problems or other nuisances Yes No
12. CC&R's 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. (Attach additional sheets if necessary): _____

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 _____
(Signature)

Seller _____ Date _____
(Signature)

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of ____ Pages.

Buyer's Initials (____) (____) Seller's Initials (____) (____) Reviewed by Broker (____)

Property Address: _____, California

III. 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:

Four horizontal lines for listing items.

Agent (Broker Representing Seller) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

IV. 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:

Four horizontal lines for listing items.

Agent (Broker Obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

V.

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 THE BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTION/DEFECTS. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____ By _____ Date _____
(Please Print) (Associate Licensee or Broker Signature)

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER 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.

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

RESIDENTIAL EARTHQUAKE HAZARDS REPORT

Refer to Section 8897 et seq., California Government Code



Name	Assessor's Parcel Number
Street Address	Year Built
City and County	Zip Code

Answer these questions to the best of your knowledge. If you do not have actual knowledge as to whether the weakness exists, answer "Don't Know." If your house does not have the feature, answer "Doesn't Apply." The page numbers in the right-hand column indicate where in the *Earthquake Safety and Environmental Hazard Guide* you can find information on each of these features.

	YES	NO	DOESN'T APPLY	DON'T KNOW	SEE PAGE
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3
2. Is the house anchored or bolted to the foundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4
3. If the house has cripple walls:					
• Are the exterior cripple walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5
• If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7
5. If the house is built on a hillside:					
• Are the exterior tall foundation walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8
• Were the tall posts or columns either built to resist earthquakes or have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8
6. If the exterior walls of the house, or part of them, are made of unreinforced masonry, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9
7. If the house has a living area over the garage, was the wall around the garage door opening either built to resist earthquakes or has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landsliding)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19

If any of the questions are answered "No," the house is likely to have an earthquake weakness. Questions answered "Don't Know" may indicate a need for further evaluation. If you corrected one or more of these weaknesses, describe the work on a separate page.

As seller of the property described herein, I have answered the questions above to the best of my knowledge in an effort to disclose fully any potential earthquake weaknesses it may have.

EXECUTED BY:

 (Seller) (Seller) Date

As Buyer, I acknowledge receipt of this form, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if seller has indicated a lack of knowledge, there may be one or more earthquake weaknesses in this house. I have also received a copy of *Earthquake Safety & Environmental Hazard Guide*.

 (Buyer) (Buyer) Date

This earthquake disclosure is made in addition to the standard real estate transfer disclosure statement also required by law.