

# June 2024 Forms Release

## Quick Summary

This chart is a quick summary of the new and revised standard forms scheduled for release **the week of June 25th, 2024**. For further information, please refer to the C.A.R. web page at: <https://www.car.org/transactions/standard-forms/new-forms-and-revisions>. Please note that this list is subject to change.

Form Code	Form Name	Replaces	Brief description of form or how the form was revised
ABCD	Anticipated Broker Compensation Disclosure	12/22 version	Section 1 of the revised form is a disclosure and the only section that requires a signature. Expanded grid allows agents who use the form to identify more properties than were on the previous version. With the removal of compensation fields in the MLS, the ABCD might be used more often.
AOAA	Assignment of Agreement Addendum	6/23 version	Paragraph 3 defaults to buyer not receiving any compensation for an assignment.
AVID	Agent Visual Inspection Disclosure	12/21 version	Inspection date and time, weather conditions, and other persons present at the inspection has been moved from top of page 1 to real estate broker signature block. Language added to the second broker signature section to make clear that the last signature on the page is for agent who did not complete the form but did receive it. Additional space added for another bedroom and bathroom.
BFPI	Buyer Financial and Personal Information	NEW	This form helps a buyer agent assess the buyer's qualifications for the property the buyer wants to purchase. Factors include amount and source of downpayment, maximum loan amount, type of financing, whether buyer currently rents or owns, whether buyer has experience with property, or if buyer is a real estate licensee. Information on the form is confidential. Form designed to be used with BRBC.
BHAA	Business Purchase Agreement and Joint Escrow Instructions	6/23 version	Language was added to paragraph 4 to discuss the applicability of the wood balcony and stairs inspection law to condominium buildings. Language was added to paragraph 6 to advise the parties that insurance difficulties affect homeowner associations.

BHIA	Buyer Homeowners' Insurance Advisory	12/23 version	Language added to paragraph 2 to remind buyers that insurance difficulties affect HOAs, too.
BIPP	Buyer Identification of Preferences and Priorities	NEW	Many factors may affect a buyer decision on which available properties to make an offer. The BRBC sets minimum requirements to establish a broker's right to compensation. The BIPP helps the buyer's agent know what is important to a buyer such as price range, number of bedrooms and baths, single story v. multi-level property, school district, "green" features and accessibility features. Information in the form is confidential and may change over time. The BIPP replaces the C.A.R. Buyer Material Issues form.
BRBC	Buyer Representation and Broker Compensation Agreement	12/22 version	<p>Property to be acquired: Defaults to single family home, condo or mobile with options for multi-family and other types (2B (1)). Price range removed. Options for city or county remain (2B (2)). Buyer preferences can be specified in paragraph 2C by attaching Buyer Identification of Preferences and Priorities (BIPP). BIPP allows buyers to inform broker, in writing, of price range and property features that buyer would like.</p> <p>Third party payments: Broker not allowed to receive any overage unless BRBC amended at later time (2D (2)).</p> <p>Financial/Personal Info.: Can identify if buyer lacks funds to pay or is not allowed to pay broker (2F) and explanation in referenced paragraph 9B of consequences.</p> <p>Warning about signing multiple agreements: Buyer advised of risk of signing different representation agreements with different brokers (7).</p> <p>Confirmation of Compensation: Reassert compensation obligation on same page as buyer signature so only last page of BRBC is needed to provide to seller as proof in case buyer asks seller to pay buyer's broker in purchase agreement (15).</p>
BCA	Broker Compensation Advisory	NEW	This one-page form explains how brokers can get paid in a transaction. Listing Agreements: Paragraph 1 discusses the seller-side of the transaction and payments to listing brokers and possible payments to buyer brokers. The latter includes the potential

			<p>benefits of listing brokers offering to cooperate with buyer brokers.</p> <p>Buyer representation agreements: Discusses the obligation to have a compensation agreement with a buyer and how it impacts representation.</p> <p>Payment Options for Buyer's Brokers: Three options are explained. 1. Buyer pays directly. 2. Seller pays pursuant to term in purchase agreement or single party agreement. 3. Seller's broker pays buyer's broker..</p>
CA	Compensation Agreement	12/23 version	<p>Title changed from Commission Agreement. Subtitle added to indicate the form should be used only when there is no other signed listing, buyer representation or single party agreement. MLS and Images language added to be consistent with other listings. Signature block changed to allow entity signers.</p>
CBC	Cooperating Broker Compensation Agreement (	6/21 version	<p>The revised form is simplified from the previous version. All reference to MLS offers of compensation and membership with a MLS have been removed. The form should be used to document an agreement between a listing broker and buyer's broker to avoid confusion about who agreed to pay how much to whom.</p>
CC	Cancellation of Contract, Disposition of Deposit and Cancellation of Escrow	6/23 version	<p>On page two, in the cancellation of escrow section, optional language added to the paragraph where seller agrees to release the full deposit to buyer to also obligate the seller to pay for buyer out-of-pocket costs.</p>
COBR	Cancellation of Buyer Representation	12/22 version	<p>An optional box was added to paragraph 2 to recognize that both buyer and broker may mutually agree to cancel.</p>
COP	Contingency for the Sale of Buyer's Property	6/22 version	<p>Language added to paragraph 1C, contingency for the close of escrow of buyer's property, to allow the buyer to indicate when the other property is supposed to close escrow pursuant to that contract.</p>
CR-B	Buyer Contingency Removal	6/23 version	<p>New language added to 2D and 3 to address stand-alone insurance contingency in revised RPA.</p>
DCE	Demand to Close Escrow	12/21 version	<p>Note to seller modified to clarify that if seller does not close buyer may cancel and then sue.</p>

DEDA	Designated Electronic Delivery Address	12/22 version	Form was changed to reflect that purchase agreement automatically allows for electronic delivery to the address specified in the RPA. A different or alternate electronic delivery address may be added by using this form. If the person signing does not want electronic delivery to be effective when sent, optional paragraph 4 can be checked.
DM-BR	Disclosure and Modification to Buyer Representation Agreement	NEW	This form is used to modify a buyer representation agreement in effect before June 2024. It informs the buyer that the broker can no longer accept compensation that exceeds the amount specified in the BRBC once a NAR proposed settlement is implemented, most likely in July 2024. Brokers who entered a BRBC with the expectation of collecting any overage from the listing broker will have to either modify the compensation term using an MT-BR form or work for less than previously anticipated. The form also addresses what will happen if the BRBC contained a term allowing excess compensation to be turned over to the buyer, however this language is open to revision depending on an interpretation hopefully forthcoming from NAR.
DM-LA	Disclosure and Modification to Listing Agreement	NEW	This form is used to modify a listing agreement in effect before June 2024. It informs the seller that offering compensation through the MLS will be prohibited once a NAR proposed settlement is implemented, most likely in July 2024. Broker's efforts to offer compensation outside the MLS will satisfy broker's duty to seller. The form should be used prior to the expected July 2024 implementation date. There is no need to use the form for listings taken after the release of the revised RLA in June.
IOA	Interim Occupancy Agreement	12/21 version	Conformed to lease agreement (RLMM) by changing landlord to housing provider and adopting one-month maximum security deposit rule per California law.
LPRBC	Limited Property Representation and Broker Compensation Agreement	NEW	One of the terms of the NAR proposed settlement is that agents working with a buyer need to have a buyer representation agreement prior to showing a property. It is unclear, as of the writing of this summary, whether that requirement will apply to agents holding an open house. The LPRBC was prepared by the Standard Forms

			Advisory Committee to establish a possible response once more information is known. The LPRBC is a limited purpose buyer representation agreement. It is only available as a non-exclusive agreement, meaning it may be cancelled by either broker or visitor at any time (paragraph 1), and it has a maximum representation period of 30 days (paragraph 2A). Further, if the form is used by the listing agent it is only valid for the open house property. The form may also be used by a buyer's agent, but unlike the BRBC, the LPRBC is limited to a maximum of three properties. Warning language appears at the top of the first page of the form advising the visitor that signing the form is not a requirement for entry into the open house. If this type of agreement is required under the NAR settlement, then agents should bring unsigned copies to any open house or have them available electronically
MCA	Market Condition Advisory	12/21 version	New language was added to make the form consistent with the RPA's insurance contingency.
MH-PA	Manufactured or Mobile Home Purchase Addendum	6/23 version	New paragraph 11C was added to advise buyers to get an inspection to make sure the home meets the minimum standards, even if sold as-is.
MT	Modification of Terms	6/23 version	Form Replaced by MT-LA and MT-BR discussed below.
MT-LA	Modification of Terms - Listing Agreement	NEW	This form should be used to document a change in the listing agreement. Preprinted language already allowed for changes to price and expiration date, and new preprinted language allows for compensation to be changed.
MT-BR	Modification of Terms – Buyer Representation Agreement	NEW	This form should be used to document a change in the buyer representation agreement. Preprinted language allows for changes to expiration date and compensation. This form could be used in addition to the DM-BR if the broker believes that a previous BRBC was entered into at too low of a compensation rate.
NBP	Notice to Buyer to Perform	6/23 version	Paragraph added for seller to ask buyer to remove inspection contingency.

NCOA	Non-Contingent Offer Advisory	12/22 version	Added paragraph 2D to advise about making an offer without an insurance contingency. Added language to 2A making explicit that even if lender is at fault, buyer does not have a contractual excuse to cancel if there is no loan contingency.
OHNA	Open House Visitor Non-Agency Disclosure	NEW	One of the terms of the NAR proposed settlement is that agents “working with” a buyer need to have a buyer representation agreement prior to showing a property. It is unclear, as of the writing of this summary, whether that requirement will apply to agents holding an open house. The OHNA was prepared by the Standard Forms Advisory Committee to establish a possible response once more information is known. The OHNA informs visitors that they are not in an agency relationship with the listing agent, and therefore not “working with” the agent. It is not known at this time whether such a document needs to be signed or just be accessible to open house visitors, or not needed at all. If the visitor already has another broker working on their behalf, then the listing agent would want to be informed of who the other agent is to avoid conflicts and to allow the listing agent to follow up without violating the Code of Ethics.
PA-PA	Probate Agreement Purchase Addendum	6/23 version	Language added to 1C to write in other type of probate proceeding. Language added to 4 to give buyer a right to return of deposit if bid is not confirmed for a reason other than buyer fault.
PLA	Probate Listing Addendum	6/23 version	Language added to 1 to write in other type of probate proceeding.
PMA	Property Management Agreement	6/23 version	Paragraph 3I(2) added determine if property managed is exempt from one-month security deposit limitation. Default is that rental property owner is exempt from limitation. Paragraph 15B added to include an option to attach Rental Property Owner Questionnaire.
RLA	Residential Listing Agreement - Exclusive	12/23 version	Compensation: Compensation for seller’s broker and buyer’s broker unbundled (2C (1)). Optional paragraph for cooperation with the buyer’s broker (2C (2)). Optional paragraph for compensation to

			<p>seller's broker if buyer unrepresented (2C (3)). Possibility of changing compensation if same agent represents both buyer and seller (2C (4)). Optional paragraph if seller willing to advertise openness to concessions (2D). Explanation of seller concessions in paragraph 5. Bundled with new form, Broker Compensation Advisory (C.A.R. Form BCA) (3A).</p> <p>The form addresses showing properties which could lead to dual agency or non-representation (14C (2) and 14D).</p> <p>The following listing agreements were conformed to address changes to the RLA, where applicable: Residential Listing Agreement Seller Reserved (RLASR), Residential Listing Agreement – Open (RLAN), Commercial and Residential Income Listing Agreement (CLA), Vacant Land Listing Agreement (VLL), Business Listing Agreement (BLA).</p>
RLAS	Residential Lease After Sale	12/23 version	<p>Language added to security deposit paragraph, number 5A, to default to one-month security deposit. Reference added to new form Security Deposit Exemptions Disclosure and Addendum (C.A.R. Form SDDA) which can be used to document if owner exempt from one-month security deposit law or tenant is service member thus making one-month law apply even if owner exempt.</p>
RLMM	Residential Lease or Month-to-Month Rental Agreement	12/23 version	<p>Security deposit paragraph, number 4, modified to explain that maximum security deposit is the equivalent to one-month's rent unless an exemption applies and new form Security Deposit Exemptions Disclosure and Addendum (C.A.R. Form SDDA) is added which can be used to document if owner is exempt from one-month security deposit law or tenant is service member thus making one-month law apply even if owner exempt.</p>
SBSA	Statewide Buyer and Seller Advisory	6/23 version	<p>Language added to paragraph B 12 on page 8 to notify buyers that a previously tenant-occupied property may pose problems for subsequent owner if tenancy not terminated properly. Paragraph F10 added to disclose the need to have exterior wood balconies and stairs inspected for building with 3 or</p>

			more units, including condominium buildings.
SDDA	Security Deposit Exemptions, Disclosure and Addendum	NEW	New form created to document if owner exempt from one-month security deposit law or tenant is service member thus making one-month law apply even if owner exempt.
SELI	Seller Instruction to Exclude Listing from the Internet	7/13 version	Language added to paragraph 2 instructing that submission to MLS must be made within 1 day of any public marketing.
SIP	Seller License to Remain in Possession Addendum	6/22 version	Paragraph 3A placing responsibility for maintenance on seller modified to excuse seller if problem caused by latent defect or outside control of seller. Buyer, as new owner, should have insurance to protect itself from such losses.
SOLAR	Solar Advisory and Questionnaire	12/22 version	New paragraph 6A(9) added to ask if seller is aware of whether any transfer fees exist. Paragraph 6A(10) added to ask if there is a maintenance agreement for the system. Paragraph 6B(1)(B) added to ask about monthly payments on financing.
SP	Single Party Compensation Agreement	12/23 version	Agency paragraph (2) and images paragraph (3) added to conform single-party to listing agreements.
SPBB	Seller Payment to Buyer's Broker	6/23 version	The revised form is simplified. Paragraph 1A identifies the amount buyer is asking seller to pay. 1B limits the amount if seller's broker makes a payment to buyer's broker. 1B also makes explicit that if there is no buyer representation agreement, seller has no payment obligation. Paragraph 3 allows buyer's broker, not just escrow, to reveal compensation to seller. The last page of the revised BRBC can be used to satisfy the obligation. Paragraph 4 makes buyer's broker a third-party beneficiary of the seller's agreement to pay buyer's broker which should give broker a right to pursue the seller if payment is not made. Paragraph 5 gives seller the full credit that would be paid to a separate brokerage firm even if seller's broker offers a compensation discount to a dual agent broker.



SPQ	Seller Property Questionnaire	12/23 version	Added question 6K to address new law that requires inspection and repairs on balconies, stairways and other elevated wood structures on buildings with 3 or more units. Paragraph 7E added language to ask if lead-based paint renovation conducted in accordance with EPA rules. Paragraph 7F added to address law requiring “flipper” owners to disclose list of improvements made by contractors and the name of such contractors. 8B added to address solar power systems. 8E added to clarify if dwelling units have separate meters and if they are permitted as ADUs. 18 D and E added to have seller identify if property is currently tenant occupied or previously tenant occupied, and if the latter, how did unit become vacant. Material facts general question was given its own numbered paragraph.
SPRP	Seller's Purchase of Replacement Property	12/23 version	The form was previously modified to identify reasons buyer or seller may cancel. Paragraph 6C was added to make explicit that if seller cancels, buyer is entitled to return of the deposit, and if the box checked, buyer also entitled to out-of-pocket expenses which can be limited. SPRP language consistent with new language added to CC.
STRA	Short-Term Rental Agreement	12/23 version	To be consistent with California law, 8A added to instruct that an occupant can cancel a short-term rental within 24 hours and have a deposit refunded, unless cancellation is within 72 hours of the commencement of the rental.
STRA-SA	Seasonal Addendum to Short-Term Rental Agreement	12/23 version	Deposit paragraph modified to limit security to one-month's rent unless an exemption applies, which should be documented by form SDDA
SWPI	Septic Inspection, Well Inspection, Property Monument, and Propane Tank Allocation of Costs Addendum	12/21 version	Propane paragraph modified to default to position that propane remaining in tank given to buyer, with an option for measurement to be taken and buyer to reimburse seller.

TDS	Real Estate Transfer Disclosure Statement	6/23 version	A note was added below question II C(5) addressing room additions reminding seller to use SPQ if property acquired in last 18-months and renovations made.
TOPA	Tenant Occupied Property Addendum	12/23 version	Added language to 1B which, if checked, would limit buyer's recovery of out-of-pocket expenses to a maximum amount if seller cannot deliver the property vacant as agreed.
VLL	Vacant Land Listing Agreement	6/23 version	In addition to conforming to other listing agreements, a paragraph was added under broker and owner duties to give broker the right to cancel listing if seller cannot provide proof of identity to assure ownership. Language added in attempt to minimize fraudulent transactions.
VP	Verification of Property Condition	12/21 version	Language modified to add a date and time on which verification made, and to allow for recognition that someone other than the buyer conducted the verification.
WBSA	Wooden Balcony, Stairs and Other Elevated Elements Addendum	NEW	New form to address law beginning January 1, 2025 requiring structures with 3 or more units to have inspections and repairs of wooden balconies, stairs, decks if above ground-level. Seller is obligated to deliver a copy of the inspection report to buyer with other seller documents.
WCMD	Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Advisory	12/23 version	Language added paragraph 1C to remind buyer to investigate the cost to bring any noncompliant fixture into compliance.
WOO	Withdrawal of Offer	12/21 version	Form modified to apply to not just to offers and counter offers but also Requests for Repairs or Amendments to Existing Agreements. Paragraph 3 added to indicate if a withdrawn offer is being replaced with a multiple counter offer, a new counter offer or a new offer. Previously, only replacement option was with a multiple counter offer.

C.A.R. no longer monitors the legal validity of any prior form version and the C.A.R. User Protection Agreement only applies to the most current version of a form.

See <https://www.car.org/zipform/standard-forms/user-protection-agreement> for full text of the User Protection Agreement.