

Addendum to the Purchase Contract
(Exclusively designed for use in the Tahoe-Truckee Regional Area)

The following terms and conditions are hereby incorporated in and made part of the Real Estate Purchase Contract dated: _____, regarding _____ (“the Property”) by and between _____ (“Buyer”) and _____ (“Seller”). Buyer and Seller are collectively referred to as the “Parties”.

1. **License Status of the Parties:** The Parties agree that the following information is accurate regarding the following. Check all boxes that apply:

Seller is a licensed California Real Estate Broker Salesperson:
BRE# _____

Buyer is a licensed California Real Estate Broker Salesperson:
BRE# _____

2. **Snow Removal:** Seller has 7 (or _____) Days after Acceptance to provide Buyer with all documentation and information regarding any snow removal agreements and Seller shall provide specific information regarding the name and contact information of the persons or entities providing that service. Buyer understands, acknowledges and agrees that Buyer is solely responsible for contacting snow removal experts to determine the need, availability and/or cost of snow removal and the location of snow storage areas regardless of what snow removal agreements currently exist.

If the existing snow removal agreement is transferrable to Buyer, then the Seller will assign that agreement to Buyer and the annual cost of that agreement will be prorated at Close of Escrow.

No snow removal contract will be assigned to the Buyer.

3. **Use of Propane:** Property does or does not include a propane tank. If there is a propane tank, the Parties understand, acknowledge and agree that it is owned by Seller or it is leased from _____. Seller has 7 (or _____) Days after Acceptance to provide Buyer with all documentation and information regarding the ownership, use and/or leasing of the propane tank, including non-compliance or citation notices, if any.

The Parties understand, acknowledge and agree that the tank may contain unused propane. Unless otherwise agreed to in writing, the cost of the propane shall be PAID CURRENT and prorated between Buyer and Seller at close of escrow at the current price per gallon from Seller’s supplier. The propane meter shall be read within 5 Days Prior to Close of Escrow to determine the unused portion.

4. **Other Brokers:** The Parties understand, acknowledge and agree that except for the Brokers specified in the Agency Confirmation provisions of the Purchase Contract, the Parties have not entered into any exclusive listing or representation agreements with any other Broker which would obligate them to pay, or cause to be paid any compensation.
5. **Sewer Testing and Clearance:** Prior to Close of Escrow, Seller shall, at Seller's expense comply with any and all sewer testing and clearance obligations that may be required by any local regulatory or governing agency.
6. Seller shall provide Buyer copies of all plans, permits, certifications, inspections, or other documentation in their possession that are pertinent to the Property within 7 days after acceptance or as specified in the Purchase Contract. Seller and Buyer understand, acknowledge and agree that Buyer may not be entitled to use that documentation for any purpose beyond the investigation of the Property in conjunction with its purchase without the express authorization of the creators of those documents.
7. **Property Condition:** In addition to any requirements specified in the Purchase Contract regarding the condition of the Property that Seller is obligated to deliver to Buyer at Close of Escrow, the Parties further agree that Seller, at Seller's expense shall remove all paint, stain, household cleaning products and other hazardous waste prior to Close of Escrow unless otherwise agreed in writing. The Parties further agree that Seller, at Seller's expense shall be responsible to do all of the acts specified in the provisions below but only **if the box is checked:**

Snow is to be removed from all walkways, driveways and decks at close of escrow.

House is to be cleaned by a professional cleaning service of Seller's choice within **3** (or ____) Days Prior to Close of Escrow.

Carpets are to be cleaned by a professional carpet cleaning service of Seller's choice within **3** (or ____) Days Prior to Close of Escrow.

Other:

8. The Tahoe Donner Association ("TDA") has implemented a "Homeowner Property Inspection Initiative", ("HPII"), designed to maintain the TDA's standards of appearance and safety by advising owners of what repairs are needed and then establishing deadlines for performing the required repairs. The HPII mandates that a TDA Homeowner Property "Inspection only" be conducted when there is a transfer of ownership; however, the Seller and Buyer can determine whether the Seller obtains that "Inspection only" prior to the close of escrow or if the Inspection only will occur after escrow closes.

A. TDA HOMEOWNER PROPERTY "INSPECTION ONLY":

(1) Seller shall submit a timely request to TDA to have a Homeowner Property "Inspection only" completed no later than the time frame specified in Paragraph 14B of the Purchase Contract for the Buyer's investigation of Property condition contingency.

Buyer's Initials (_____) (_____)

Seller's Initials (_____) (_____)

OR (2) (If checked) Buyer waives the right to have a TDA Homeowner Property “Inspection only” conducted prior to the close of escrow. Buyer understands, acknowledges and agrees that the TDA mandatory sale inspection shall take place after the close of escrow.

B. TDA REQUIRED REPAIRS:

Buyer Seller shall be responsible for any or all TDA Homeowner required repairs
_____.

9. **Fire Prevention Fee Assessment:** If the Property is subject to the Fire Prevention Fee assessment issued by the State Board of Equalization (BOE) on behalf of the California Department of Forestry and Fire Protection (CAL FIRE), for owners of habitable structures located on a parcel within a State Responsibility Area (SRA), then Seller and Buyer agree to the following;

All assessment fees shall be prorated at close of escrow

Buyer shall assume all assessment fees when due

10. **Other:** _____

THE PARTIES AGREE THAT EACH PROVISION WITH A CHECK BOX IS INCORPORATED INTO THE PURCHASE CONTRACT IF THAT BOX IS CHECKED AND THE PARTIES HAVE AGREED TO ALL OF THE OTHER TERMS AND CONDITIONS SPECIFIED ABOVE.

The Parties acknowledge receipt of a copy of this document.

Date: _____ Date: _____

Buyer: _____ Buyer: _____

(Print Name): _____ (Print Name): _____

Date: _____ Date: _____

Seller: _____ Seller: _____

(Print Name): _____ (Print Name): _____

Brokers are qualified to provide advice on real estate transactions; however, if the Parties require any legal, financial or insurance advice they should consult with their own legal, tax or insurance advisors.