

June 2022 Forms Release

Quick Summary

This chart is a quick summary of the new and revised standard forms scheduled for release **the week of June 20, 2021**. For further information, please refer to the C.A.R. web page at: <https://www.car.org/en/transactions/standard-forms/summary-forms-releases-chart/June-2022-Forms-Release>. Please note that this list is subject to change.

NEW AND REVISED FORMS

Form Code	Form Name	New or Last Revised	Brief description of form or how the form was revised
CSPQ	Commercial Seller Property Questionnaire	New	Form created for seller to disclose information required by the purchase agreement, by law, or as a result of good risk management practice. The form can be used with a Commercial Purchase Agreement (C.A.R. Form CPA), or a Residential Income Purchase Agreement (C.A.R. Form RIPA) if 5 or more units are being sold.
DEDA	Designated Electronic Delivery Address Amendment	New	This form can be used to provide a designated electronic address for delivery of documents in case the fields were left blank in the RPA, or to change the address(es) provided in the RPA.
FAAA	Fair Appraisal Act Addendum	New	Pursuant to AB 948, Section 1102.6g (a) of the Civil Code requires the paragraph below be added to the purchase agreement, after July 1, 2022, in at least 8-point type. Rather than change the pages on the just-revised RPA, and other purchase agreements, a new paragraph is being added to the Appraisal paragraph (8B(3) in the RPA) referring to the newly created FAAA form. The only exception is that since the NCPA does not have an appraisal contingency, the new language referring to the addendum was instead added to paragraph 4U in the grid in that form. The FAAA form, will be bundled with all the applicable purchase agreements
ICA	Independent Contractor Agreement Forms, Binding, Non-Binding, and Combined	New	Language was added to paragraph 3D making the associate-licensee (either salesperson or broker-associate) responsible for legal compliance with individual websites. Paragraph 4E already provides that associate licensee is responsible for compliance with anti-discrimination laws, and paragraph 14A already provides for indemnity to the broker for unlawful acts of associate-licensees. A combined form was prepared to that brokers that has both the mandatory mediation, and optional arbitration clause so brokers do not have to be concerned with finding the correct Independent Contractor Agreement in the standard forms library. Binding arbitration, which needs to be initialed by the associate-licensee, provides for class action waivers and a more stringent, and costly, process than local Association arbitration.
MU-PA	Mixed-Use Purchase Addendum	New	This addendum is to be used to address the commercial portion of mixed-use property and should be added to the Residential Purchase Agreement or Residential Income Purchase Agreement. Additional paragraphs are added to address a description of the commercial portion of the property; commercial tenants to remain in possession; financing method to

			allow for assumed or subject-to loans; and providing documentation for the commercial tenancies.
NSF	Non-Standard Forms Advisory	New	This form informs buyers and sellers that terms in forms that are not statewide or regional standard forms may negatively impact the principal; that brokers will not advise on what is included in such forms or how they may impact the standard forms used in a transaction; and that the principal is advised to consult with an attorney before proceeding with a transaction using non-standard forms.
ABA	Additional Broker Acknowledgement	12/21	This form was modified to require a signature by a broker or office manager.
ABSPA	Already-Built Subdivision Purchase Agreement and Joint escrow Instruction	12/21	A new paragraph referring to the Fair Appraisal Act Addendum (C.A.R. Form FAAA) is being added to each of the purchase agreements in the appraisal paragraph (8B(3) in the RPA). The only exception is that since the NCPA does not have an appraisal contingency, the new language referring to the addendum was instead added to paragraph 4U in the grid in that form. The paragraph referring to SB 800 requires that a buyer be provided with the entire statute addressing new home builder statutory warranty and repair requirements. The statute is bundled with the forms and doubles the number of pages. The clause has been made optional so it does not need to be checked, and the extra language does not need to be provided, if seller has previously provided buyer the statutory language or has created their own addendum to do so. If checked, zipForm will add the statutory language to the transaction from the ePubs library.
CC	Cancellation of Contract	12/21	Paragraph 2C(2) was modified to reflect that the 3% cap on liquidated damages only applies if the property is residential, with one to four units, one of which the buyer intends to occupy. Paragraph 2C(4) was added to address the situation where escrow needs to be cancelled but no deposit has been made.
CCSPA	Condominium Conversion Subdivision Purchase Agreement and Joint Escrow Instructions	12/21	A new paragraph referring to the Fair Appraisal Act Addendum (C.A.R. Form FAAA) is being added to each of the purchase agreements in the appraisal paragraph (8B(3) in the RPA). The only exception is that since the NCPA does not have an appraisal contingency, the new language referring to the addendum was instead added to paragraph 4U in the grid in that form.
CLA	Commercial And Residential Income Listing Agreement	6/17	A subheading was added to clarify that the listing can be used for any residential income property, whether 5 or more units or 4 or fewer. Paragraphs 5, 6 and 7 were added to conform to the residential listing regarding the application of the MLS. Paragraph 8 was added to address issues applicable to 1-4 properties but not 5 or more or commercial, such as Clear Cooperation policies and Buyer letters. The attorney fees clause was modified to remove the prevailing party language and replace it with language that each party is responsible for the payment of their own attorneys' fees.
COP	Contingency for the Sale of Buyer's Property	12/20	A reminder was added to 7B that the bottom of page 2 of the COP form can be used to give notice to the buyer to remove the COP contingency, rather than a

			NBP. Language added to the notice paragraph at the bottom of page 2 expressly identifying the conditions required to remove the COP contingency in paragraph 7.
CPA	Commercial Property Purchase Agreement and Joint Escrow Instructions	12/21	A new paragraph referring to the Fair Appraisal Act Addendum (C.A.R. Form FAAA) is being added to each of the purchase agreements in the appraisal paragraph (8B(3) in the RPA). The only exception is that since the NCPA does not have an appraisal contingency, the new language referring to the addendum was instead added to paragraph 4U in the grid in that form.
FHDA	Fair Housing and Discrimination Advisory	10/20	Added genetic information to protected class or categories listed in paragraph 4. Add appraisers to the list of persons required to comply with fair housing rules.
FHDS	Fire Hardening and Defensible Space Advisory, Disclosure and Addendum	5/21	Advisory language has been taken out of the form and placed into the Wildfire Disaster Advisory (WFDA). More explicit language added to paragraphs 1, 2, and 3 to indicate that completing the applicable portions of the form is not required if the statutory conditions are not met. Fire hardening seller disclosure questions about the property's vulnerability to wildfires have been reformatted to follow the TDS/SPQ "Are you aware ..." format. Defensible space section adds a new paragraph (3A) to determine if property is in a local defensible space jurisdiction, which is the prerequisite question necessary to properly complete the balance of the form. Paragraph 3B was added for the seller to disclose the seller's current state of knowledge about compliance with defensible space requirements. Each All of the subparagraph headings in paragraph 3C make it easier to assess whether the buyer or seller is going to be responsible for bringing property into compliance with state or local law, and whether or not a local ordinance applies to the property. A separate decision tree chart has been created to help users complete this statutorily complicated requirement.
MHLA	Manufactured/Mobile Home Listing Addendum	12/15	Paragraph 1 of this form is updated to conform to property description in the Manufactured Home Purchase Agreement.
NCPA	New Construction Residential Purchase Agreement and Joint Escrow Instructions	12/21	A new paragraph referring to the Fair Appraisal Act Addendum (C.A.R. Form FAAA) is being added to each of the purchase agreements in the appraisal paragraph (8B(3) in the RPA). The only exception is that since the NCPA does not have an appraisal contingency, the new language referring to the addendum was instead added to paragraph 4U in the grid in that form. The paragraph referring to SB 800 requires that a buyer be provided with the entire statute addressing new home builder statutory warranty and repair requirements. The statute is bundled with the forms and doubles the number of pages. The clause has been made optional so it does not need to be checked, and the extra language does not need to be provided, if seller has previously provided buyer the statutory language or has created their own addendum to do so. If checked, zipForm will add the

			statutory language to the transaction from the ePubs library.
NODPA	Notice of Default Purchase Agreement	12/21	A new paragraph referring to the Fair Appraisal Act Addendum (C.A.R. Form FAAA) is being added to each of the purchase agreements in the appraisal paragraph (8B(3) in the RPA). The only exception is that since the NCPA does not have an appraisal contingency, the new language referring to the addendum was instead added to paragraph 4U in the grid in that form.
RIPA	Residential Income Property Purchase Agreement and Joint Escrow Instructions	12/21	A new paragraph referring to the Fair Appraisal Act Addendum (C.A.R. Form FAAA) is being added to each of the purchase agreements in the appraisal paragraph (8B(3) in the RPA). The only exception is that since the NCPA does not have an appraisal contingency, the new language referring to the addendum was instead added to paragraph 4U in the grid in that form.
RPA	Residential Purchase Agreement and Joint Escrow Instructions	12/21	A new paragraph referring to the Fair Appraisal Act Addendum (C.A.R. Form FAAA) is being added to each of the purchase agreements in the appraisal paragraph (8B(3) in the RPA). The only exception is that since the NCPA does not have an appraisal contingency, the new language referring to the addendum was instead added to paragraph 4U in the grid in that form.
RLA, RLAS, RLAN	Residential Listing Agreements	6/21, 12/21	The attorney fees clause was modified to remove the prevailing party language and replace it with language that each party is responsible for the payment of their own attorneys' fees. The signature block was modified to allow for entity signatures like the new RPA. A legally authorized signer paragraph was added for conformity.
RR, RRRR	Request for Repair	12/21	The RR was modified to allow a seller to require a buyer to sign a contingency removal form prepared by seller as a condition of the seller's total or partial agreement to the buyer's requests. This addition alleviates the need to use a RRRR form to respond to the buyer in that situation. The RRRR form was modified to remove the brokers from the buyer's agreement to release the seller from liability. This change was made because the brokers are not parties to the RRRR form.
BNA, SNA	Buyer/Seller Non-Agency	6/19	These forms were modified to remove the reference to agency disclosure since it is only applicable for an agent representing a party and these forms establish non-agency. The reference to agency confirmation has been modified to conform to this change.
PA-PA	Probate Agreement Purchase Addendum	12/21	Added language that seller has no obligation to sign escrow instruction or incur costs prior to court confirmation, when paragraph 4 applies. Added language to comply with probate court requirements that buyer designate manner of taking title (vesting). Removed individual paragraph references to primary contract documents for liquidated damages, mediation and arbitration and replace with paragraph simply deleting those paragraphs by name.
SBSA	Statewide Buyer and Seller Advisory	6/21	Paragraph E1 was modified to advise on the need to read documents in their entirety even if signing electronically, rather than just skipping from one initial or signature block to another, and to think about optional clauses in underlying documents such as liquidated damages and arbitration. The

			liquidated damages, mediation and arbitration clauses were placed in a different order coinciding with the RPA.
SFA	Seller Financing Addendum and Disclosure	12/21	Explanatory language was added to various paragraphs, such as: the potential tax implications of having a '0%' interest rate (paragraph 1); who is to pay for recording fees for notice of default and notice of delinquency and credit documents (paragraphs 8, 9, and 18); the purpose of having tax id numbers (paragraph 16); and identification of senior liens by lender or service name and loan number (paragraph 20).
SIP	Seller License to Remain in Possession	12/21	Language was added to the opening paragraph to warn buyer that if the possession exceeds the 29-day recommended limit, an attorney should be consulted as a landlord-tenant relationship could be established. Paragraph 5 modified to prohibit a buyer from moving personal property onto the Property during the seller's possession without the seller's consent.
SMCO	Seller Multiple Counter Offer	12/21	Language added to paragraph 8 to address the situation if the seller wants to put a buyer-accepted multiple counter offer in back-up position.
SPQ	Seller Property Questionnaire	12/21	Paragraph 4 makes more explicit that a yes answer should be provided regardless of how long an asked-about event occurred. Paragraph 6A addresses the optional disclosure of the manner of death in addition to the death itself, with exceptions for HIV/AIDS. Material fact disclosure made the last item in paragraph 6. Paragraph 7E was reformatted with an explanation for when to answer sub questions. A question was added in 18B for changes made to the property due to cannabis cultivation.
TOPA	Tenant Occupied Property Addendum	12/21	This form was modified to make more explicit that the reason for the attaching a Rent Cap and Just Cause Addendum (Form RCJC) is for informational purposes only, and that the attached form does not have to be completed by seller and buyer.
VLPA	Vacant Land Purchase Agreement and Joint Escrow Instructions	6/20	A new paragraph referring to the Fair Appraisal Act Addendum (C.A.R. Form FAAA) is being added to each of the purchase agreements in the appraisal paragraph (8B(3) in the RPA). The only exception is that since the NCPA does not have an appraisal contingency, the new language referring to the addendum was instead added to paragraph 4U in the grid in that form. The FAAA form will be bundled with all the applicable purchase agreements
WDFa	Wildfire Disaster Advisory	12/21	Added language removed from the FHDS form advising that a buyer may consider information in the FHDS material even if the seller is not legally obligated to answer question in, or even provide, the FHDS.

REVISED LANDLORD TENANT FORMS

Form Code	Form Name	Last Revised	Brief description of form or how the form was revised
PRQ	Notice to Pay Rent or Quit	2/21	This 3-day notice form is only applicable to residential rent due on or after March 31, 2022, or commercial rent due anytime. Other forms necessary for residential rent due before March 31, 2022. Must be served between April 1, 2022, and June 30, 2022.

PRQ-CRP-2	Notice to Pay COVID-19 Recovery Period Rent or Quit	New	This 3-day notice form is only applicable to residential rent due between October 1, 2021, and March 31, 2022. Contains reduced statutory notice.
PRQ-TP-4	Notice to Pay COVID Transition Period Rent of Quit	New	This 15-day notice form is only applicable to residential rent due between September 1, 2020, and September 30, 2021. This is for the period where only 25% of rent needed to be paid and has an unsigned declaration of financial distress attached. Contains reduced statutory notice.
PCQ	Notice to Cure; Or Perform Covenant or Quit	2/21	This 3-day notice form is only applicable to residential monetary obligations other than rent which came due between March 31, 2022 and June 30, 2022, or commercial monetary non-rent obligations due anytime. Other forms necessary for residential non-rent monetary obligations due before March 31, 2022. If tenant does not pay as required a separate 3-day notice to quit may be served. Must be served between April 1, 2022, and June 30, 2022. Different sections for properties that are covered by or exempt from the Tenant Protection Act.
PMC-CRP-2	Notice to Cure; COVID Recovery Period Monetary Covenant or Quit	New	This 3-day notice form is only applicable to residential monetary obligations other than rent which came due between October 1, 2021, and March 31, 2022. If tenant does not pay as required a separate 3-day notice to quit may be served. Different sections for properties that are covered by or exempt from the Tenant Protection Act. Contains reduced statutory notice.
PMC-TP-4	Notice to Cure: COVID Transition Period Monetary Covenant or Quit	New	This 15-day notice form is only applicable to residential monetary obligations other than rent which came due between September 1, 2020, and September 30, 2021. This is for the period where only 25% of monetary amount needed to be paid and has an unsigned declaration of financial distress attached. Contains reduced statutory notice.

DISCONTINUED FORMS			
PRQ-CRP	Notice to Pay COVID-19 Recovery Period Rent or Quit	2/21	Replaced by PRQ-CRP-2
PRQ-TP-3	Notice to Pay COVID Transition Period Rent of Quit	2/21	Replaced by PRQ-TP-4
PMC-CRP	Notice to Cure; COVID Recovery Period Monetary Covenant or Quit	2/21	Replaced by PMC-CRP-2
PMC-TP-3	Notice to Cure: COVID Transition Period Monetary Covenant or Quit	2/21	Replaced by PMC-TP-4

* These forms will **only be available either via zipForm®Plus or from the following Associations:** Beverly Hills/Greater Los Angeles AOR, Newport Beach AOR, North San Diego County AOR and Sacramento AOR.
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