AUCTION

BY ORDER OF LOS ANGELES COUNTY
PUBLIC ADMINISTRATOR & GUARDIAN

SUPERIOR COURT PROBATE

NDA INC has been appointed by the Los Angeles Public Administrator & Guardian to sell real property through public auction. The properties are sold as is, where is, and are subject to confirmation by the Superior Court. All sales are governed by the California Probate Code. The purchase documents, plat maps, preliminary title reports and additional photos are available on BIDNDA.COM for your convenience.

If all your questions are not answered after reviewing all the information on our website BIDNDA.com including the Frequently Asked Questions, please email us at rhett@nda-re.com.

NDA Real Estate

Rhett Winchell, Broker/CFO
rhett@nda-re.com
DRE #008674710

AUCTION INFORMATION

14224 Berg Street
Sylmar, CA 91342

AUCTION DATE:
SUNDAY, NOVEMBER 15, 2026

AUCTION TIME:
Auction Day Registration will begin at 2:00 PM and the Auction will start at 2:45 PM.

AUCTION LOCATION:
THE AUCTION WILL BE CONDUCTED AT THE PROPERTY SITE.

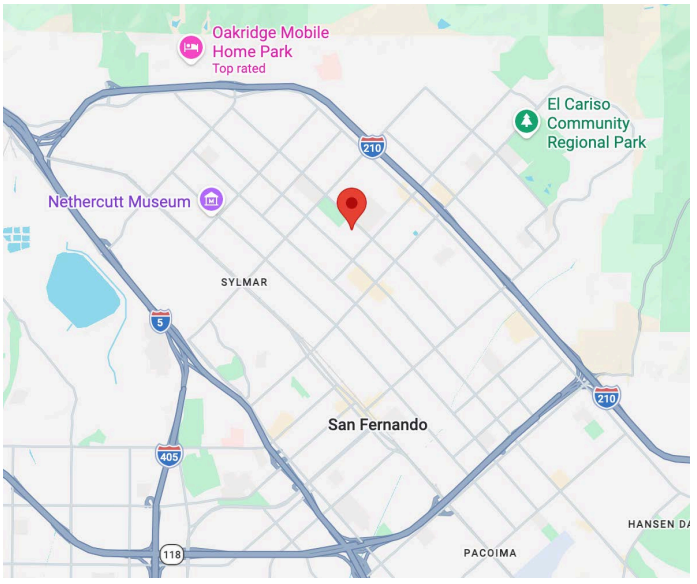
PROPERTY SHOWING DATES:
Open House: Sunday, 11/08/26 @ 3:30 PM - 5:00 PM.

REGISTRATION:
Each bidder must register with the auctioneer the day of the Auction between 2:00 PM and 2:45 PM.

DEPOSIT:
ALL BIDDERS MUST HAVE IN THEIR POSSESSION a cashier's check for $10,000 made payable to NDA INC, and a personal or business check to make up the balance of the required 10% deposit AND provide proof of funds.

14224 Berg Street, Sylmar, CA 91342

This Single Family Home built in 1946 features 3 bedrooms and 1 bathroom, +/-956 Sq Ft of living space, +/-7,371 Sq Ft lot, APN: 2508-002-009.



AUCTION ON-SITE

LIVE AUCTION SUNDAY, NOVEMBER 15, 2026 AT 02:45 PM

Probate Auction! This property will be offered at a live auction at THE PROPERTY SITE on Sunday, November 15, 2026 at 2:45 PM. This Single Family Home built in 1946 features 3 bedrooms and 1 bathroom, +/-956 Sq Ft of living space, +/-7,371 Sq Ft lot, APN: 2508-002-009. With a detached 2 car garage. The owner passed away on the Property. Open House: Sunday, 11/08/26 @ 3:30 PM - 5:00 PM. Auction day registration will be from 2:00 PM to 2:45 PM. Each bidder must register with the auctioneer the day of the Auction. In order to bid on auction day, ALL BIDDERS MUST HAVE IN THEIR POSSESSION a cashier's check for $10,000 (MADE PAYABLE TO NDA INC.) and a blank personal check for the balance of the required 10% deposit AND provide proof of funds (no exceptions). There are no loan, appraisal or inspection contingencies. This Property is offered together with improvements thereon as is, where is, with no warranty expressed or implied. This sale is subject to court confirmation and overbid. The timing of the hearing is subject to the courts calendar approximately 2 months after the auction date. After court confirmation there will be a 45-day escrow period. Please go to BidNDA.com and click on the property and click on viewing information for showing instructions. The Public Administrator/Public Guardian reserves the right to accept, counter or reject all offers. Estate of Patricia Espenschied.

NDA Real Estate

Rhett Winchell, Broker/CFO
rhett@nda-re.com
DRE #008674710

This property is offered together with improvements thereon as is, where is, with no warranty expressed or implied. The Administrator, Estate and NDA INC make no representations regarding the property offered for sale including, but not limited to, property condition, compliance with local codes, standards and ordinances, bed and bath count, sizes, square footage, zoning, year built, etc. All square footages are approximations only and prospective Buyers must rely on their own inspections and research prior to making an offer or entering into a binding Offer To Purchase agreement. No termite clearance will be supplied for this sale. The fully executed Offer To Purchase agreement shall be binding in all respects and supersedes all prior communications, whether oral or written. Terms of sale are subject to change or withdrawal without notice.

REAL PROPERTY TERMS OF SALE
BY ORDER OF THE PUBLIC ADMINISTRATOR & GUARDIAN

1. This property is offered together with improvements thereon **as is, where is, with no warranty expressed or implied**. Buyers are assuming any "Notice of Violation or Substandard" posted against the property prior to the sale and after. Collectively, the Estate ("Seller"), Public Administrator/Guardian ("Public Administrator") and Auctioneer ("NDA INC"), make no representations regarding the property offered for sale (property condition, occupancy or rights of persons in possession, square footage, year built, lot size, zoning, allowable uses, etc.). Bidders must rely on their own inspections and research **PRIOR TO BIDDING**. **No termite clearance will be supplied for this sale. THE BUYER HAS NO CONTINGENCIES ON THIS PURCHASE**.
2. The sale is offered with no Minimum Starting Bid (unless specified in the Brochure or on Auction Day), and is **subject to the Public Administrator's approval, rejection, or counter and Probate Court Confirmation hearing approximately 45 to 60-days after Auction Day**. On Auction Day, the Auctioneer will open the bidding and the bidding increases will be in such increments as the Auctioneer in his sole discretion directs. In the event of a dispute between bidders, the Auctioneer shall make the sole and final decision. No pre-sale prior to the Auction. Following the Auction, a court confirmation hearing will be scheduled based on the court calendar (Approximately 2 months). Higher bids may be accepted by the court if they are made in court & they are in an amount equal to the accepted bid, plus five percent (5%) of that amount, plus $500. The court shall determine any further incremental successive overbidding amounts.
3. **The Sale will be conducted at the Property site on the day of the Auction. Each bidder must register with the Auctioneer the day of the Auction and the high bidder will be required to deposit 10% of the amount of high bid as follows: the first $10,000 in the form of cashier's check payable to NDA INC; plus the balance of 10% deposit in the form of a personal or business check (e.g., high bid is $500,000 with a $50,000 deposit consisting of $10,000 cashier's check plus $40,000 in the form of a personal or business check). The winning bidder's checks will be cashed two (2) business days following the Auction.**
4. The Offer to Purchase contract will require completion of the purchase as follows.
   a. A **45-day escrow** shall be opened after the court hearing, by the Seller at an escrow company of Seller's choice. If the 45-day escrow period has elapsed, and
      i. the Escrow Holder is in possession of the "Order Confirming Sale", and the Buyer is not in a position to close escrow, the Buyer will be charged an additional $200 per day "Hold Open" fee until the close of escrow.
      ii. Should the Buyer default on this sale, the procedures and remedies set forth in Probate Code Section 10350 shall apply, and the Buyer may lose his/her deposit and be subject to additional damages.
   b. Bidder's deposit will be applied to the purchase price. Balance of the purchase price to be **"All CASH". THE BUYER MAY OBTAIN A LOAN, HOWEVER THERE ARE NO FINANCING CONTINGENCIES**.
   c. Seller will furnish a title policy through a title company of Seller's choice in escrow at Seller's expense.
   d. Taxes, rents, fire insurance and interest on encumbrances, if any will be prorated to close of escrow. There will be no monetary encumbrances against the property at the close of escrow.
   e. Escrow fees will be shared one half by Seller, one half by Buyer, each to pay own fees.
   f. Buyer to pay for and secure a (9A) Residential Property Report and a (NHD) Natural Hazard Disclosure Statement in escrow.
   g. In the event the NHD identifies the Property as being in a HIGH or VERY HIGH Fire Hazard Severity Zone (FHSZ) the Seller shall order, and the Buyer shall pay for the FortressFire Wildfire Disclosure Report. In the event any documentation shows the Property is not in compliance with local and state laws concerning fire safety, the Buyer shall be responsible for all work and costs associated with bringing the Property into compliance and agrees to obtain documentation of compliance within one year of closing escrow.
   h. **The Sale will be subject to the rights of tenants-in-possession, if any**. The property will not be vacant at the close of escrow, if the property is occupied.
5. **Broker Compensation**: The Seller, Public Administrator and NDA INC are not liable to a Buyer's Agent or Buyer's Brokerage Firm, for any fee, commission, or other compensation, unless **(a)** an actual sale is made; **(b)** the sale is confirmed or approved by the court, as required; and **(c)** the sale is consummated. Broker Compensation shall be the amount the court, in its sole and absolute discretion, determines to be reasonable compensation. In accordance with California Probate Code 10165.C.3, at the close of escrow, the Seller will pay to the Buyer's Brokerage Firm, one-half of the total commission approved by the court (the total commission is normally 3.8% of the final purchase price), out of transaction proceeds, **provided (a) Buyer's Agent accompanied the Bidder to the Auction; (b) Buyer's Agent registered on the Buyer's Registration Form on Auction Day; and (c) Buyer and Buyer's Agent have executed the NDA Inc provided "Broker Compensation Agreement."** In accordance with California Probate Code 10160.5, a real estate licensee who buys as a principal will not be entitled to share in the commission if he or she is buying as a principal or intends to share the commission with the principal. **THERE WILL BE NO EXCEPTIONS TO ANY OF THE BROKER COMPENSATION PROCEDURES**.
6. Bidders acknowledge they are not an employee of the offices of Los Angeles County Treasurer & Tax Collector (LATTC), the Los Angeles County Mental Health Services Department, or the auction company.
7. In some cases, buyers may bid by proxy. Contact NDA INC at BidNDA@nda-re.com for details.
8. All descriptions and information are derived from reliable sources, but no guarantee is expressed or implied. The Public Administrator reserves the right to postpone the sale from time to time in accordance with California Probate Code 10305. Announcements made prior to the sale will take precedence.
9. BIDNDA.COM and the Multiple Listing Service (MLS) will be updated with the accepted "high bid" amount and minimum overbid amount 5 days following Auction Day.
10. The Auction will be recorded. Bidders' attendance at the Auction will constitute Bidders' consent to any audio and/or visual recording. No Auction attendee may take audio or visual recordings of the Auction.
11. The attached disclosures are made prior to your participation in the auction: (1) Broker Compensation Agreement, (2) Real Estate Agency Relationship Disclosure and Confirmation of Agency Relationships, (3) C.A.R. Form AD, (4) C.A.R. Form BCA, and (5) C.A.R. Form PRBS. If you are the winning bidder, you will be asked to sign these disclosures acknowledging your receipt.
12. **Seller/Auctioneer reserves the right to refuse admittance to or expel anyone from the auction premises or the court confirmation hearing for interference with auction activities, nuisance, canvassing, collusive bidding, bid rigging or any other actions deemed antithetical to the proceeding.**

GENERAL INFORMATION

If escrow does not close within the 45-day period, or within an extension of time granted by the Seller, California Probate Code 10350 requires the Seller to ask the court to vacate the sale. If the court orders the sale vacated, the law requires the deposit to be held by the Seller until the property has been sold again and escrow has closed. If the total amount of the final sales price, plus the amount of expenses and fees allowed by the court for vacating the first sale, is less than sales price of the vacated sale, the difference is paid from the deposit. If the difference is greater than the deposit, a lawsuit to collect the amount is usually filed. The relevant portion of Probate Code Section 10350 says: "If after the confirmation, the purchaser neglects or refuses to comply with the terms of the sale, the court may vacate the order of confirmation and order a resale of the property. If the amount realized on such resale does not cover the bid and the expenses of the previous sale, the defaulting purchaser at such previous sale is liable to the estate for the deficiency."

RHETT WINCHELL, DRE #00867471

Please submit all questions to rhett@nda-re.com

BidNDA.com

14224 Berg Street

Please check BIDNDA.COM for Sale Results, Court Confirmation Dates and Preliminary Title Reports for each property.

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NDA INC | DRE #02303126

I/WE HAVE RECEIVED, READ AND ACCEPT THESE TERMS AND CONDITIONS: BIDDER: _____ **AGENT:** _____

NDA Real Estate

REAL ESTATE AGENCY RELATIONSHIP DISCLOSURE
and
CONFIRMATION OF AGENCY RELATIONSHIPS

Property: 14224 Berg Street, Sylmar, CA 91342 (the "Property")

1) **AGENCY RELATIONSHIP DISCLOSURE**: The Parties each acknowledge receipt of this disclosure and "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) which includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the CA Civil Code. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form signed by the Seller.
2) **POTENTIALLY COMPETING BUYERS AND SELLERS**: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller – Disclosure and Consent" (C.A.R. Form PRBS).
3) **CONFIRMATION OF AGENCY RELATIONSHIPS**: The following real estate agency relationships are hereby confirmed, as of the dates set forth below, in connection with the transaction involving the real property specified herein.

Seller's Brokerage Firm: **NDA, Inc** ..... License Number: **02303126**
Is the broker of (check one): □ the Seller; or □ both the Buyer and Seller (Dual Agent).
Seller's Agent: **Rhett Winchell** ..... License Number: **00867471**
Is (check one): □ the Seller's Agent. (Salesperson or broker associate); or □ both the Buyer's and Seller's Agent (Dual Agent).
Buyer's Brokerage Firm: _____ License Number: _____
Is the broker of (check one): □ the Buyer; or □ both the Buyer and Seller (Dual Agent).
Buyer's Agent: _____ License Number: _____
Is (check one): □ the Buyer's Agent. (Salesperson or broker associate); or □ both the Buyer's and Seller's Agent (Dual Agent).

REAL ESTATE BROKERS
A. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
B. Agency relationships are confirmed as stated in paragraph 3.
C. Agent's Signatures:
1) Buyer's Agent: _____ Date: _____
2) Seller's Agent: _____ Date: _____

BUYER SIGNATURE(S) ARE REQUIRED:
(Signature) By, _____ Date: _____
Printed Name of BUYER: _____
(Signature) By, _____ Date: _____
Printed Name of BUYER: _____

SAMPLE

Notice: NDA, Inc. is the Seller's Brokerage Firm and holds a contract with the Seller granting it an exclusive right to sell the Property and such contract specifies the commission payable by the Seller. The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Principals and Broker(s) (real estate commissions include all compensation and fees to Broker). Pursuant to California Probate Code, commission in connection with this sale shall be the amount the court, in its discretion, determines to be reasonable compensation.

NDA Real Estate

BROKER COMPENSATION AGREEMENT

(This form has been modified to conform with the NAR settlement practices which went into effect August 17, 2024.)

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE COMMISSION IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN BUYER AND BROKER. SEE ATTACHED BROKER COMPENSATION ADVISORY (C.A.R. FORM BCA).

The Auctioneer, NDA, Inc. ("NDA" and "Seller's Brokerage Firm") holds a contract with the Public Administrator/Guardian under California Probate Code Section 10150, granting NDA an exclusive right to sell the property located at 14224 Berg Street, Sylmar, CA 91342 (the "Property"), on behalf of the Estate (the "Seller") and such contract specifies Seller Payment for Buyer's obligation to compensate Buyer's Brokerage Firm.

The Buyer and Buyer's Brokerage Firm hereby acknowledge and agree to this Broker Compensation Agreement as follows:

1) Buyer ("Buyer") affirmatively represents that, at the time this offer is made, Buyer has a written Buyer Representation Agreement (C.A.R. Form BRBC or C.A.R. Form PSRA) with Buyer's Brokerage Firm ("Buyer's Agent") that: **(i)** is valid; **(ii)** covers the Property; and **(iii)** provides for compensation for no less than the amount stated herein.
2) The Seller, Public Administrator/Guardian and NDA are not liable to a Buyer's Agent or Buyer's Brokerage Firm, for any fee, commission, or other compensation, unless (a) an actual sale is made; (b) the sale is confirmed or approved by the court, as required; and (c) the sale is consummated.
3) Commission in connection with this sale shall be the amount the court, in its sole and absolute discretion, determines to be reasonable compensation. Out of transaction proceeds, the Seller will pay to the Buyer's Brokerage Firm 1.90% of the final purchase price, which represents one-half of the total commission approved by the court (the total commission is normally 3.80% of the final purchase price). If the court confirms the sale of the Property to the Buyer, the commission is to be paid through escrow at the close of escrow. If the sale is not consummated, this Broker Compensation Agreement is null and void.
4) Pursuant to Article 3, Chapter 18, Division 7 of the California Probate Code (the "Code") - Section 10168, this Broker Compensation Agreement supersedes all other provisions contained in the Code.
5) Additionally, as permitted by California Probate Code Section 10165(c)(3), if the Buyer is not the successful bidder at the court confirmation (e.g. Buyer is overbid in court or court does not confirm the sale), Buyer's Agent will not receive any commission from Seller, Public Administrator/Guardian or NDA, in this transaction.
6) A real estate licensee who buys the Property as a principal will not be entitled to share in the commission if he or she is buying as a principal or intends to share the commission with the principal. As permitted by California Probate Code Section 10160.5, "the estate is not liable to an agent or broker under a contract for the sale of property or for any fee, commission, or other compensation or expenses in connection with sale of the property in either of the following cases: **(i)** Where the agent or broker, directly or indirectly, is the buyer of the property, **(ii)** Where the agent or broker representing the buyer to whom the sale is confirmed has any interest in the buyer."
7) The Buyer and Buyer's Agent hereby authorize NDA, to deliver a copy of this Agreement to escrow holder and Seller.

REAL ESTATE BROKERS

Buyer's Brokerage Firm: _____ **License No.** _____

Buyer's Agent's Name: _____ **License No.** _____

Address: _____ **Cell:** _____

City, ST Zip: _____ **Office:** _____

Email: _____

Buyer's Agent's Signature: _____ **Date:** _____

NDA Signature: _____ **Date:** _____

BUYER SIGNATURE(S) ARE REQUIRED:

(Signature) By, _____ Date: _____

Printed Name of BUYER: _____

(Signature) By, _____ Date: _____

Printed Name of BUYER: _____

SAMPLE

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/24)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. This includes a Buyer's agent under a buyer-broker representation agreement with the Buyer. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of §§ 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.**

Note: Real estate broker commissions are not set by law and are fully negotiable.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent *NDA INC* DRE Lic. # *02303126*
Real Estate Broker (Firm)

By *RHETT WINCHELL* DRE Lic. # *00867471* Date _____
(Salesperson or Broker-Associate, if any)

AD REVISED 12/24 (PAGE 1 OF 2)

EQUAL HOUSING OPPORTUNITY

NDA-RE, 4500 PARK GRANADA, STE 202 CALABASAS CA 91302 Phone: 8183917491 Fax: (310)887-6222
Martin Clouser
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Rev 46155

SAMPLE

CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a)** "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes a vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of § 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. **(m)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of § 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(n)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(o)** "Buyer's agent" means an agent who represents a buyer in a real property transaction. **(p)** "Buyer-broker representation agreement" means a written contract between a buyer of real property and a buyer's agent by which the buyer's agent has been authorized by the buyer to provide services set forth in subdivision (a) of § 10131 of the Business and Professions Code for or on behalf of the buyer for which a real estate license is required pursuant to the terms of the contract.

2079.14. (a) A copy of the disclosure form specified in § 2079.16 shall be provided in a real property transaction as follows: (1) The seller's agent, if any, shall provide the disclosure form to the seller before entering into a listing agreement. (2) The buyer's agent shall provide the disclosure to the buyer as soon as practicable before the execution of a buyer-broker representation agreement and execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer. **(b)** The agent providing the disclosure form specified in § 2079.16 shall obtain a signed acknowledgement of receipt from the buyer or seller except as provided in § 2079.15.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to § 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller. **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____

Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)

Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____

Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____

Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)

Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number _____

Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by § 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of § 2079.14 and § 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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Rev 46155

SAMPLE

CALIFORNIA ASSOCIATION OF REALTORS®

BROKER COMPENSATION ADVISORY

(C.A.R. Form BCA, Revised 6/25)

1. **WHEN SELLERS LIST THEIR PROPERTY FOR SALE THROUGH A REAL ESTATE BROKER THEY AGREE TO PAY THE SELLER'S BROKER WHEN ESCROW CLOSES.**

   A. **LISTING AGREEMENT COMPENSATION IS FULLY NEGOTIABLE:** When a seller enters into a listing agreement with a broker, the seller authorizes the broker to find a buyer for the seller's property and agrees to pay the seller's broker if a buyer is found who purchases the property. Compensation amounts are not fixed by law and are fully negotiable between the seller and the seller's broker. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations.

   B. **OPTIONAL ADDITIONAL COMPENSATION IF BUYER IS UNREPRESENTED:** A listing agreement may include optional additional compensation amounts owed to the seller's broker for situations where the broker takes on additional responsibilities or workload. Sometimes a buyer may not be working with nor want to be represented by a real estate broker. When that happens, the seller's broker is not required to represent the buyer, and the seller and seller's broker may decide that they do not want to create such a relationship. In those situations, the seller's broker is advised to use a Buyer Non-Agency (C.A.R. Form BNA) to inform the buyer that the seller's broker will be acting on behalf of the seller only, and not act as the buyer's agent, throughout the transaction. However, because the buyer is unrepresented, the seller's agent will inevitably have to do more work to facilitate the transaction. A seller may agree to compensate their broker for the additional work in such cases.

   C. **BROKER MAY REPRESENT BOTH BUYER AND SELLER; DUAL AGENCY:** California law allows a brokerage company to represent both seller and buyer in a real estate transaction. At the time the agent, on behalf of a brokerage, obtains the signature of a seller on a listing agreement, the agent will not, in most cases, know who the eventual buyer will be for a seller's property. Similarly, at the time an agent, on behalf of a brokerage, obtains the signature of a buyer on a buyer representation agreement, the agent will not, in most cases, know who the eventual seller will be for a property the buyer wants to buy. Because many individual licensees may work through one brokerage company, and some individual licensees work with many buyers and sellers, there is a possibility that the same brokerage company will represent both buyer and seller in a transaction. If licensees working through broker represent both seller and buyer, broker is allowed to receive compensation from each, provided the seller and buyer are advised of the relationship and the total amount of compensation the broker will receive.

2. **BROKER AGREEMENTS WITH BUYERS:**

   A. **BUYER REPRESENTATION COMPENSATION IS FULLY NEGOTIABLE:** When a buyer enters into a representation agreement with a broker, the buyer authorizes the broker to locate properties for the buyer to buy and agrees to pay the buyer's broker if a transaction is completed. Compensation amounts are not fixed by law and are fully negotiable. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations.

   B. **REQUIREMENT FOR WRITTEN AGREEMENTS:** Pursuant to a nationwide class action settlement reached by the National Association of REALTORS® (NAR), participants in Multiple Listing Services are required to have a written agreement with a buyer prior to showing a buyer a residential property or giving a buyer a tour of such a property. The agreement must identify the amount of compensation to be paid to the broker for services provided and require that the broker cannot receive any compensation in excess of the amount specified in the agreement. Pursuant to a January 1, 2025 new law in California, all licensees must have a buyer representation agreement as soon as practicable upon acting as the buyer's agent, and it must include the amount of compensation, services to be rendered, when compensation is due, and the contract termination, which may not exceed three months.

   C. **ADVANTAGES OF WRITTEN AGREEMENTS:** Buyers and their brokers benefit when the terms of their relationship and respective duties are in writing. A written agreement establishes clear, mutual expectations and helps avoid misunderstandings over the buyer and broker's duties and the amount of compensation the buyer's agent is to be paid.

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EQUAL HOUSING OPPORTUNITY

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3. **WHEN ENLISTING A REAL ESTATE BROKER TO REPRESENT THEM, BUYERS AGREE TO PAY THE BUYER'S BROKER WHEN ESCROW CLOSES, BUT THE PERSON RESPONSIBLE FOR PAYMENT MAY BE NEGOTIATED IN THE TRANSACTION:**

A. **BUYER PAYS THE COMPENSATION PURSUANT TO A BUYER REPRESENTATION AGREEMENT:** A buyer's broker may negotiate the amount of compensation directly with the Buyer and then document that agreement in a buyer representation agreement (C.A.R. Form BRBC or PSRA). The buyer then becomes contractually obligated to pay the broker by providing funds to escrow prior to the closing of a transaction.

B. **SELLER PAYS THE COMPENSATION:**

(1) **Buyer negotiates for Seller to Compensate Buyer's Broker:** A buyer may make a conditional offer to the seller by including a term in the purchase offer asking the seller to pay the buyer's broker if the buyer has already agreed to pay their own broker pursuant to a buyer representation agreement. If such a term is included in the purchase offer, the request will become one term among many that a seller may accept, reject, or negotiate by way of a counter offer. The possibility of asking the seller to pay the buyer's contractual compensation obligation option should be discussed when creating a buyer representation agreement and prior to an offer being made. Pursuant to the NAR Settlement (see **paragraph 2B**) **a buyer's broker is not permitted to receive compensation for services, from whatever source, that is greater than the amount in the buyer representation agreement**.

(2) **Buyer's Agent negotiates an agreement directly with Seller:** If a seller is unrepresented or does not have an exclusive agency relationship with another broker, a buyer's broker may approach that seller asking the seller to sign an agreement (C.A.R. Form SP, Single Party Compensation Agreement) to pay the buyer's broker. In this situation, the seller agrees to pay the buyer's broker compensation without necessarily creating an agency relationship with the broker. When that happens, the buyer's broker is advised to use a Seller Non-Agency (C.A.R. Form SNA) to inform the seller that the buyer's broker will be acting on behalf of the buyer only, and not act as the seller's agent, throughout the transaction. However, because the seller is unrepresented, the buyer's agent will inevitably have to do more work to facilitate the transaction, which may be factored into the negotiation of the single party compensation agreement.

C. **CHANGING PRACTICE RELATED TO A SELLER'S BROKER'S OFFER OF COMPENSATION:**

Historically, in California, many seller's brokers used a Multiple Listing Service (MLS) to make a unilateral offer to compensate a buyer's broker who procured a buyer for the seller's property. However, the nationwide NAR settlement prohibits the seller's broker from using an MLS to make such an offer of compensation. The California Association of REALTORS®' (C.A.R.) listing agreement forms no longer provide for such offers of cooperating broker compensation nor does C.A.R. include other forms in its library of forms that might facilitate such offers. Buyers and sellers must separately negotiate compensation with their respective brokers, as specified above.

By signing below, Seller or Buyer acknowledge that they have received a copy of this Broker Compensation Advisory, and they have read and understand its terms. Seller or Buyer acknowledges they have been advised of their various options regarding compensation to be paid to real estate brokers and that any written agreement they have signed with a seller's or buyer's broker reflects a mutual understanding.

Seller/Buyer _____ Date _____

Seller/Buyer _____ Date _____

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SAMPLE

DISCLOSURE AND BUYER CONSENT TO POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER, AND DUAL AGENCY IN A TRANSACTION

(C.A.R. Form PRBS-B, Revised 6/26)

1. **BROKER AGENCY RELATIONSHIP WITH MULTIPLE PRINCIPALS:** A real estate broker ("Brokerage"), whether a corporation, partnership or sole proprietorship, may legally represent more than one buyer or seller. This multiple representation can occur through a sole proprietor Brokerage; or through a salesperson or broker acting under the Brokerage's license ("Associate Licensee"). Associate Licensees under a Brokerage's license may be working out of the same or different office locations, and may or may not know one another. Clients of the Brokerage may have similar goals and may compete against each other for the same property or the same pool of prospective buyers. Some buyers and sellers prefer to work with individual, sole proprietor brokerages, some with brokerages that have multiple licensees, and others with large brokerage companies that have multiple offices and may have a regional, statewide or a national or international presence. Each has its own advantages. It is important for buyers and sellers to understand how the Brokerage representation of multiple buyers or sellers may impact them under various situations.
   A. **MULTIPLE BUYERS:** Brokerage (individually or through any of its Associate Licensees) may work with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed by the Brokerage. Whether Brokerage is large or small, it is possible that one Associate-Licensee (agent 1) working with a buyer may not be aware that another Associate- Licensee (agent 2) is working with a different buyer who is interested in viewing or making an offer on the same property as agent 1's client, and vise-versa. Brokerage will not limit or restrict any buyer from making an offer on any specific property, whether or not the Brokerage represents other buyers interested in the same property.
   B. **DUAL AGENCY IN A TRANSACTION:** California law allows a brokerage to represent both a buyer and a seller in a transaction (Civil Code § 2079 et seq.).
      (1) **Brokerage Dual Agency:** If one Associate-Licensee from the Brokerage is working with a buyer and another Associate-Licensee from the same Brokerage is working with a seller on the same transaction, the Brokerage is considered a dual agent with fiduciary duties to both buyer and seller. In that situation, each individual Associate Licensee working on the transaction is also considered a dual agent having the same knowledge and responsibility as the Brokerage.
      (2) **Single Agent Dual Agency:** Another form of dual agency occurs when an individual Associate-Licensee is working with both the buyer and seller in the same transaction. In that situation, both the Brokerage company and the individual Associate-Licensee are dual agents with fiduciary duties to each side of the transaction. There is no one approach to this situation. Some brokerages allow the single agent dual agent to continue to represent both parties, as that Associate-Licensee is the chosen agent of the principal. Some brokerages recommend that the broker or an office manager get involved if there is a dispute between the buyer and seller. Some brokerages will require that the broker or an office manager assist the Associate-Licensee with one principal or the other, even if the parties do not have a dispute. Whether one of these approaches, or another, is taken in a single agent dual agency will depend on the circumstances and the brokerage policy. Regardless of the approach, the Associate-Licensee and Brokerage shall conduct activity consistent with the terms in **paragraph 2C**.
2. **ACKNOWLEDGEMENT AND CONSENT:**
   A. **OFFERS ARE NOT NECESSARILY CONFIDENTIAL:** Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer to other interested buyers and agents unless all parties and their agent have signed a written confidentiality agreement, (C.A.R. Form NDA). In the absence of a signed NDA, Buyer consents to such disclosure. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy, and the instructions of the seller.
   B. **SELLERS AND MULTIPLE BUYERS:** If Buyer is represented by Brokerage, Buyer acknowledges that Brokerage may represent sellers of property that Buyer is interested in acquiring and consents to Brokerage acting as a dual agent for both Buyer and seller with regard to that property. Buyer further acknowledges that Brokerage may represent other buyers competing for the same property and consents to Brokerage representing both Buyer and other buyers.
   C. **DUAL AGENCY IN A TRANSACTION:** In the event of dual agency, Buyer agrees that: **(i)** a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and **(ii)** except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties. Buyer should discuss with a dual agent the details and parameters of this requirement.

By signing below, Buyer acknowledges that they have received a copy of this Disclosure and Buyer Consent to Possible Representation of More Than One Buyer, and Dual Agency in a Transaction, and they have read and understands its terms and consents to the agency possibilities disclosed.

Buyer _____ Date _____

Buyer _____ Date _____

Buyer's Brokerage Firm *NDA INC* DRE Lic # *02303126*

By _____ DRE Lic # *00867471* Date _____
RHETT WINCHELL

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