

CALIFORNIA

Your Playground

加利福尼亚州

"Go confidently
in the direction of
your dreams."

- Henry David
Thoreau



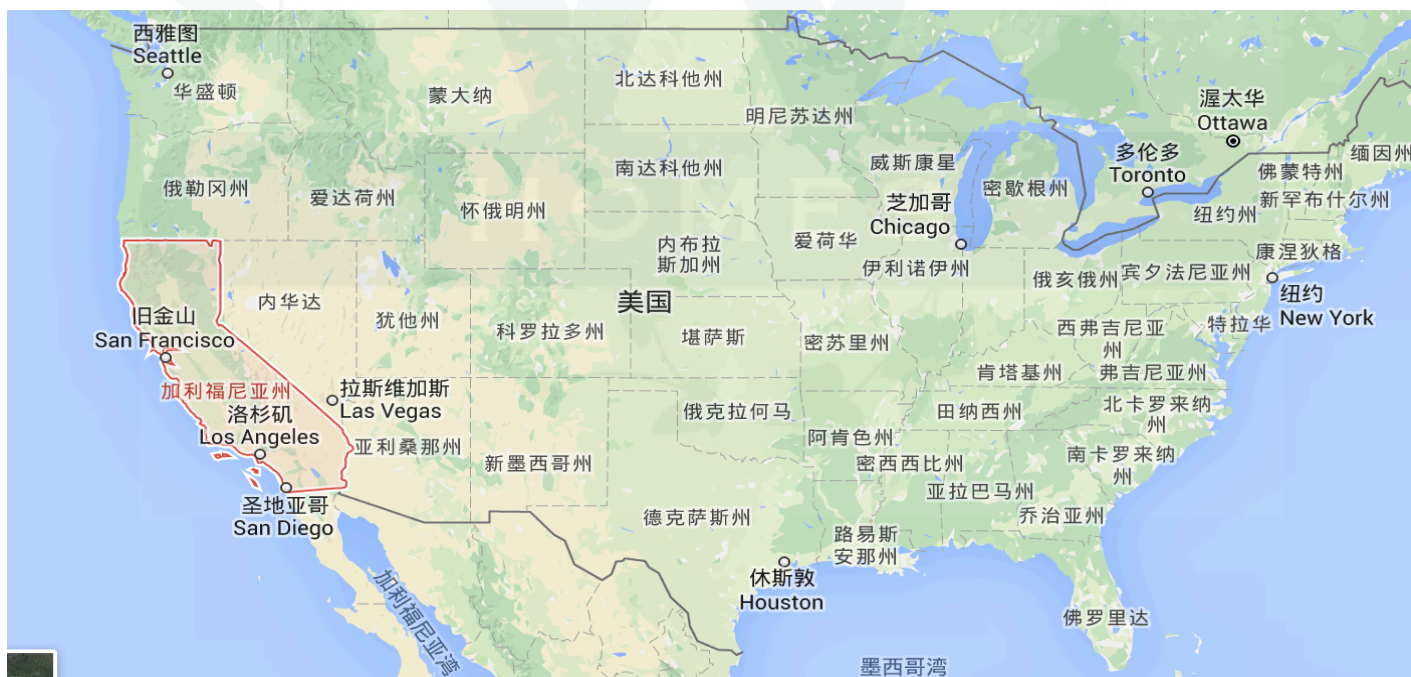
筑巢逐梦，
乐活安家。

- 亨利 戴维 梭罗

加利福尼亚州

CALIFORNIA

加州福尼亚州是美国西部太平洋沿岸的一个州。人口为例第一；面积位列美国第三，仅次于阿拉斯加州和德克萨斯州。加州福尼亚州在地理、地貌、物产、人口构成方面具有多样化的特点。由于早年的淘金热，加州有一个别名叫做金州(The Golden State)，邮政缩写是CA。加州首府萨卡拉门托(Sacramento)，它的名称取自西班牙传说中一个小岛的名称。



your guide

to buying a home

加州房产导航

- Neighborhood
加州区域简介
- Purchase Process
购房流程
- California State Disclosure Form
加州经纪声明表格
- Closing Cost
通用文件和费用



加利福尼亚州

your guide

to buying a home

Neighborhood

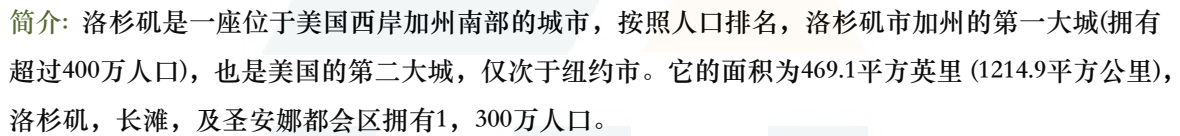
加州区域简介

- Los Angeles
洛杉矶
- San Diego
圣地亚哥
- San Jose
圣荷西
- San Francisco
旧金山
- Sacramento
萨克拉门托



加利福尼亚州

好莱坞天使之城



适宜人群: 洛杉矶很多地区已有相当规模的亚裔移民社区和相对较高的生活品质，因此对其他社区的新移民家庭很有吸引力。

This map illustrates the Los Angeles metropolitan area, highlighting its extensive highway network and surrounding geographical features. Key cities and locations shown include San Fernando, Burbank, Pasadena, Los Angeles, Santa Monica, Inglewood, Torrance, and Long Beach. Major highways such as I-5, I-10, I-405, and I-110 are clearly marked. The map also depicts natural areas like Topanga State Park and the Los Angeles National Forest. The Google logo is visible at the bottom center.

San Diego

圣地牙哥

最美太平洋沿岸城市

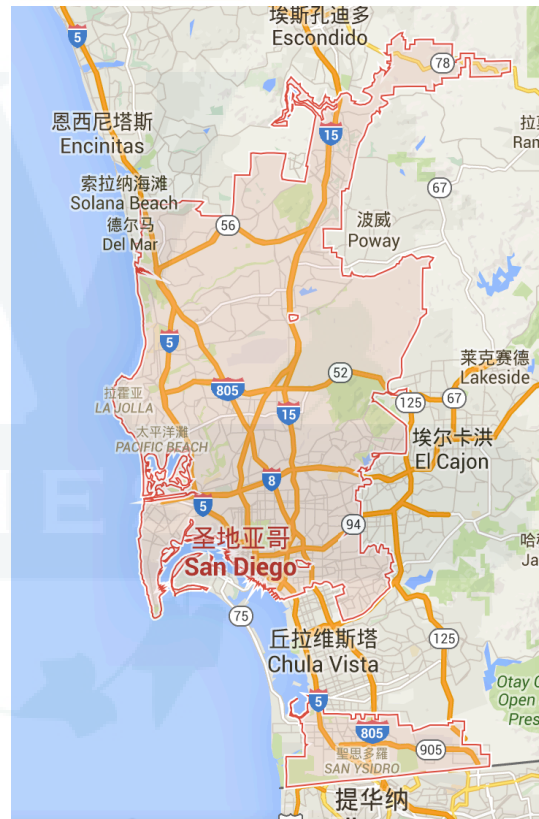


简介: 圣地牙哥是加州的一个太平洋沿岸城市，以温暖的气候和众多的沙滩著名，被誉为美国最美丽的城市，是美国主要的旅游城市之一，整体面积为964.5平方公里。在2014年7月的人口普查中，圣地牙哥市的人口大约为138万，人口数排名是在加州第二大城，美国的第八大城。

居住人群: 美国白人占圣地牙哥58.9%，亚裔占城市人口15.9%。与加州许多城市一样，圣地牙哥居住着大量的华人。这里的华人绝大多数拥有硕士或博士学位，多从事于高科技和生物科技领域。

适宜人群: 科技公司的高管和有孩子的家庭都可以选择在此居住。

生活: 圣地牙哥是美国最安全的城市之一，被福布斯杂志列为最安全城市的第九位。加州圣地牙哥分校被评委全世界最好大学的第二十位，享有美国公立常春藤之一。除此之外，这里还有全世界著名的生物研究所 Scripps, Salk 和 Sanford- Burnham。圣地牙哥还是全美第二大生物产业中心，仅次于波士顿地区。



San Jose

圣荷西

全美最安全城市

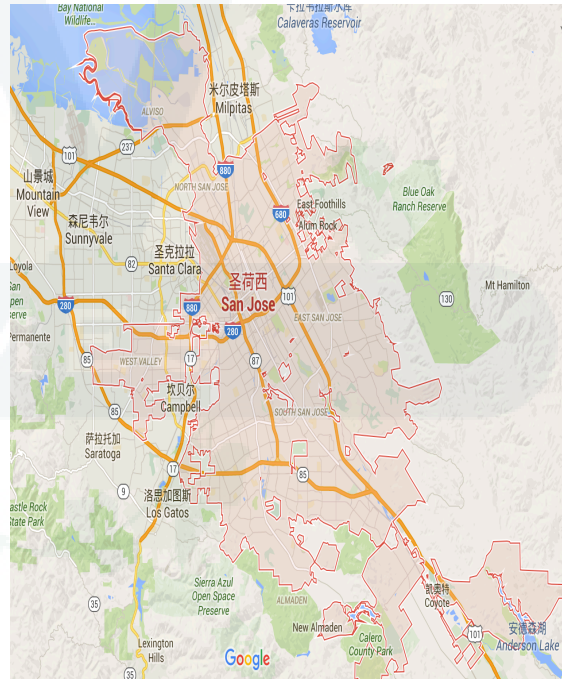


简介: 圣荷西 (San Jose) 是位于加州旧金山湾区，在人口排名加州的第三大城市，仅次于洛杉矶和圣地亚哥市。圣荷西也是著名圣塔克拉拉郡 (Santa Clara County) 的首府。Cisco, eBay, Adobe等高科技公司的总部都位于圣荷西。自90年起，圣荷西就因为地处硅谷腹地，周边高科技产业蓬勃发展而获得“硅谷首都”的称号。

居住人群: 美国白人占圣荷西42.8%，亚裔占城市人口32%。12%的家庭收入在20万或以上。大多数从事于计算机信息技术行业。

适宜人群: 硅谷公职的高科技人士，精英科技人才及其家庭。

生活: 美国财经网站比较全美多个大都市的宜居性、教育体系、经济成长速度等共31项条件，得出一份全美最适合居住大城市排行榜，加州圣荷西名列第四。《美国新闻和世界日报》(U.S News & World Report) 全美高中排名中，圣荷西的林布鲁克高中 (Lynbrook High School) 评为加州第十九名



San Francisco

旧金山

金色光芒之都

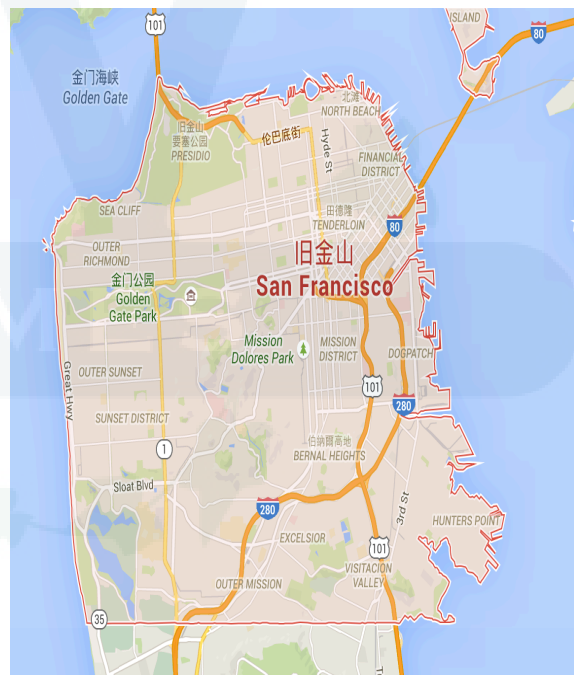


简介: 旧金山 (San Francisco), 是美国加利福尼亚州太平洋沿岸港口城市, 也是加州人口排名第四大城市。旧金山临近世界著名高新技术产业区硅谷 (Silicon Valley), 是美国西部最大的金融中心和世界最重要的高新技术研发和制造基地之一。同时旧金山也是五大主要银行和许多大型公司的总部所在地, 包括GAP、Yelp、Twitter、Instagram和Craigslist等。

居住人群: 全市人口约85万人, 其中华人约18万, 是美国人口密度第二高的城市, 仅次于纽约。

适宜人群: 硅谷公职的高科技人士, 精英科技人才及其家庭。

生活: 旧金山是一座文化都市, 共有18所高等院校。如1855年创立的旧金山大学, 及1988年穿礼的旧金山州立大学。著名的加州伯克利和斯坦福大学都在湾区。随着更多的华人选择居住旧金山, 华人超市及餐厅在本地也越来越多, 对于很多新移民来说在这里生活也非常方便。



Sacramento
萨克拉门托
淘金之都



简介: 萨克拉门托 (Sacramento) 是美国加利福尼亚州的首府，位于加州中部，整体面积2582平方公里。1839年为瑞典移民定居点，1848年起东北56公路处发现金矿，成为淘金者的物资供应中心。由七个城市及数个社区组成，当中包括成长最快的区域，适合居住，就业或组织家庭。1869年北美第一条横贯大陆铁路到达，在金矿枯竭后作为农产品贸易中心为继续繁荣。

居住人群: 全市人口约48万人，亚裔占15.8%，白人64.6%，人口排名加州第五大城。

适宜人群: 喜欢四季分明，不喜欢大城市喧嚣及有孩子家庭。

生活: 萨克拉门托地中海式的气候，冬季温和，夏季干热，在全美最适宜居住的城市中排名第五。近几年源源不断的新移民前来找寻工作机会，亲近阳光，加上在加州海岸相对低廉的房价，使之成为全国成长迅速的地区之一。居民包含不同族裔，在淘金热时期留下来的历史遗迹，令该市身具个性。



购房流程图

购买人 负责

经纪人 协助

律师, 会计师, 保险师 协助

购房流程图

购买(个人或公司)

资金准备

选择经纪人

签署购房协议

选择适合的区域

房屋挑选

房价谈判

签订合同

房屋检查

支付定金

房屋过户

购买房屋保险

交房检查拿钥匙

入住

长岛纳苏郡



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/14)

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

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 selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. 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 associate licensees, 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, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her 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.

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 Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent _____ BRE Lic. # _____

By _____ Real Estate Broker (Firm) _____

By _____ BRE Lic. # _____ Date _____

(Salesperson or Broker-Associate)

Agency Disclosure Compliance (Civil Code §2079.14):

When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.

When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

Seller/Landlord _____ Date _____ Seller/Landlord _____ Date _____

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AD REVISED 12/14 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

GD Commercial Real Estate Inc. 1451 McCarthy Blvd Milpitas, CA 95035
Mike Pan

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Phone: (408)955-9900 Fax: _____

Reviewed by _____ Date _____



Untitled

CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

13. As used in Sections 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 Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 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. **(b)**

"Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee 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 associate licensee functions. **(c)** "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 vendee or lessee. **(d)** "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. **(e)** "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. **(f)** "Listing agreement" means a contract between an owner 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. **(g)** "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(h)** "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 listing agent. **(i)** "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. **(j)** "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(k)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(l)** "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. **(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 Section 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. **(o)** "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. **(p)** "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: **(a)** The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). **(c)** Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained from the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. **(d)** The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

15. In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

16. Reproduced on Page 1 of this AD form.

17. **(a)** As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller'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 selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively 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 listing 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.

(DO NOT COMPLETE. SAMPLE ONLY) _____ is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.

(Name of Listing Agent)

(DO NOT COMPLETE. SAMPLE ONLY) _____ is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or

(Name of Selling Agent if not the same as the Listing Agent)

☐ both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

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.

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 Section 2079.14 and Section 2079.17 are complied with.

21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. 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.

22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

23. 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.

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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AD REVISED 12/14 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Untitled

Reviewed by _____ Date _____



BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address: 123 abc, abc, ("Property").

1.IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3.YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer _____ Buyer _____

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BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)



1. MARKET CONDITIONS: Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.

2. BUYER CONSIDERATIONS:

A. OFFERING PRICE: AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: **(i)** If your offer is accepted, the property's value may not increase and may even decrease. **(ii)** If your offer is accepted, you may have "Buyer's remorse" that you paid too much. **(iii)** If your offer is rejected there can be no guarantee that you will find a similar property at the same price. **(iv)** If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.

B. NON-CONTINGENT OFFERS: Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: **(i)** the Buyer cannot obtain a loan; **(ii)** is dissatisfied with the property's condition after an inspection; or **(iii)** if the property does not appraise at a certain value. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:

(1) LOAN CONTINGENCY: If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.

(2) APPRAISAL CONTINGENCY: If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.

Buyer's Initials () ()

Seller's Initials () ()

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MCA REVISED 11/11 (PAGE 1 OF 2)

MARKET CONDITIONS ADVISORY (MCA PAGE 1 OF 2)

Property Address: 123 abc, abc, Date: _____

3. **INSPECTION CONTINGENCY:** If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your inspection contingency. However, even if you make an offer without an inspection contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

C. BROKER RECOMMENDATIONS. Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: **(i)** review all available Seller reports, disclosures, information and documents; **(ii)** have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and **(iii)** carefully assess your financial position and risk with your attorney, accountant or financial advisor.

D. MULTIPLE OFFERS: At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract.

3. SELLER CONSIDERATIONS:

As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.

Buyer _____	Date _____
Buyer _____	Date _____
Seller _____	Date _____
Seller _____	Date _____

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"Go confidently
in the direction of
your dreams."

- Henry David
Thoreau



筑巢逐梦，
乐活安家。

- 亨利 戴维 梭罗

Estimated Closing Cost

房产交易费用预算

Purchaser 卖方

同样以卖一栋独立房为例子

卖出价为**50**万美元，所有数据均为估计价

Brokers fees

\$25,000

房地产经纪公司费用

Escrow fee

\$1,600

卖方的过户公证费

Title insurance policy

\$2,350

屋主产权保险费

County transfer tax

\$560 (每\$1,000 收\$1.12)

县政府过户税

city transfer tax

比县政府过户费要高很多，但有的城市没有此税

市政府过户税

Home warranty fee

\$450(按合约规定)

一年的房屋保修费

Termite inspection fee

\$90

白蚁检查费

document Prep

\$50

屋契文件准备费

Notary fee

\$120

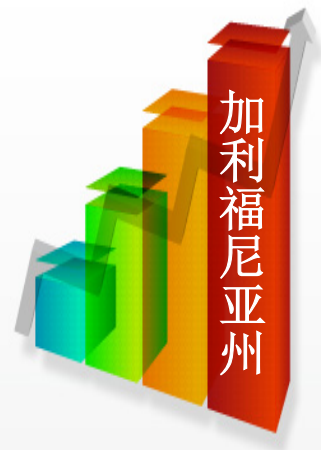
文件公证费

regulatory compliance fee

\$290不等

法律规范监督费

以上费用合计大约为 **\$30,510**



"Go confidently
in the direction of
your dreams."

- Henry David
Thoreau



筑巢逐梦，
乐活安家。

- 亨利 戴维 梭罗

Estimated Closing Cost

房产交易费用预算

Seller 买方

同样以买一栋独立房为例子

买入价为**50**万美元，所有数据均为估计价

Escrow fee

\$1250（按房价比率收费）

买方的过户公证费

Home inspection fee

\$350（按房屋建筑面积大小收费）

房屋检查费

document Prep

\$80

文件准备费

Notary fee

\$120

文件公证费

regulatory compliance fee

\$250

经纪公司的法律规范监督费

Transaction coordinator

\$500

转户费

Messenger service

\$50

邮费

Hazard insurance

\$1500（按房屋大小，新旧，用材等收费）

一年的房屋保险费（火灾保险）

以上费用合计大约为 **\$4,100**

"Go confidently
in the direction of
your dreams."

- Henry David
Thoreau



筑巢逐梦，
乐活安家。

- 亨利 戴维 梭罗

在房屋过户的过程当中，一些过户的细微费用还是还是会有一些出入的。比如**公证公司作业费（Escrow Fee）**，在旧金山需要**买家支付**，在圣荷西则是由**卖方支付**。这与房产所在县、市的政策也有关系，所以具体问题还要具体分析。一栋现金购买的**100万美金**的独立屋，在不同的城市产生的额外费用也不尽相同。以下两张表格可供参考，所有数据均为估计价格。

Palo Alto（帕罗奥图）在旧金山南部，湾区硅谷腹地，是斯坦福大学的所在地。因其地理位置绝佳，生活便利，公立教育资源优秀，房产普遍增值。是很多新移民选择居住或投资房产的热门城市。帕罗奥图属于**Santa Clara County**(圣塔克拉拉县)，在该县下**Title Insurance, Escrow Fee, County Transfer Tax**都是由**卖方支付**的。因此在帕罗奥图一栋**100万美金**现金购买的独栋屋产生的额外费用大概是**16400美金**（已经预交了一年的房地产税）。

Fremont(弗里蒙特)位于旧金山湾区东南部，是东湾最靠近硅谷的城市。交通便利，教育资源优质丰富，同时这里华人社区、设施也非常齐全，也是许多新移民选择投资房产和居住的热门城市。弗里蒙特属于**Alameda**县，该县政策是**Title Insurance**和**Escrow Fee**需要由**买方支付**，而**County Transfer Tax**和**City Transfer Tax**都由卖方支付。因此在弗里蒙特一栋**100万美金**现金购买的独栋屋产生的额外费用大概是**18100美金**（已经预交了一年的房地产税）。

House Palo Alto, CA	Santa Clara County
Bought on 1/1/2014 @ \$1,000,000	Buyer Pays
Property Tax (aprox. 1.2%)	\$ 12,000
Title Insurance	
Escrow Fee	
Notary	\$ 150
County Transfer Tax	
City Transfer Tax	\$ 1,650
Recording Fee	\$ 100
Document and Coordination Fee	\$ 500
Home Insurance	\$ 1,000
Inspection (\$500 - \$1000)	\$ 1,000
Total	\$ 16,400

House in Fremont, CA	Alameda County
Bought on 1/1/2014 @ \$1,000,000	Buyer Pays
Property Tax (aprox 1.2%)	\$ 12,000
Title Insurance	\$ 1,700
Escrow Fee	\$ 1,650
Notary	\$ 150
County Transfer Tax	
City Transfer Tax	
Recording Fee	\$ 100
Document and Coordination Fee	\$ 500
Home Insurance	\$ 1,000
Inspection (\$500 - \$1000)	\$ 1,000
Total	\$ 18,100

your guide

to buying a home

Relocation Assistance

安家辅助

- Education
教育 – 升学规划
- Accountant & Attorney
会计和律师 – 税务和房产过户
- Insurance
保险 – 房产，医疗

加利福尼亚州