

Congratulations! You now have the considerable resources of one of the **best Real Estate Brokerage firms** working for you. We want this relationship to result in a **very successful sale**.

One important aspect of any successful real estate transaction is the avoidance of disputes with the eventual purchaser. In today's litigious real estate world, lawsuits have become an all-too-common form of post-closing negotiations. However, our experience has taught us a number of ways to protect our clients from legal claims and expenses.

- 1. As-Is.** With the possible exception of any clearly defined repair or improvement which you may knowingly agree in writing to perform prior to close of escrow, we strongly encourage you to require the property be sold in its "as-is" condition. Most likely the standard form contract you receive will provide for such an "as-is" sale. We would like to **caution you not to make any warranty representation or agreement, verbal or otherwise, that would conflict with such standard.**
- 2. Full Disclosure.** Communication and complete disclosure go a long way towards reducing legal problems and expense. Many sellers believe that an "as-is" provision in the purchase agreement absolves them of the duty to disclose material facts and known defects to a buyer. **That is not the case.** Every seller has an obligation to disclose material facts concerning the property and to make full and **accurate written disclosure** of any known defect. This should include **"any knowledge or information that could affect a buyer's decision to purchase your property"**. Such things may include but will not be limited to defects (past or present), missing governmental permits, deaths which have occurred on the property, past insurance claims, leaks, flooding, hazards, neighborhood nuisances or potential future events which a reasonable person would expect to negatively affect the property. These disclosures can be made on the standard Seller Transfer Disclosure Statement (TDS), which will be provided by your sales person. **If such information is not provided, you may risk a claim by a purchaser for misrepresentation or concealment.** Also be sure to disclose any "Mello-Roos" special tax assessments. California law requires every "seller to make a good faith effort to obtain a disclosure notice from the local agency levying the tax". This notice must then be delivered to the prospective purchaser. It is not unusual to find a special Mello-Roos assessment hidden in your tax bill. These assessments may continue for many years and we need your help to identify and disclose them. Please check your tax bill or call the county tax collector for further information.
- 3. Addendum:** When you receive an acceptable offer we encourage you to include 1) a Mokha Real Estate **Disclosure Responsibility Addendum** 2) a **Seller Property Questionnaire** (CAR Form) and 3) a **Statewide Buyer and Seller Advisory** (CAR form) in the contract. Other Brokers may or **may not** include these documents in offers presented to you. These forms are specifically designed to eliminate unreasonable claims being made on you after closing. It is our recommendation that sellers **not accept any offer that does not include these forms.** In the event you, as a seller, intend to do so, we would like to remind you that according to the terms of any previously entered into listing agreement with Mokha Real Estate you may be incurring an obligation to release, indemnify and hold harmless this firm and its associates from any future litigation which may occur as a result of this sale.
4. You may want to consider purchasing a **Home Warranty policy** as soon as possible. The cost is very small and the policy could pay for the repair or replacement of HVAC and many other systems that could fail between now and the time you close escrow. Because of our volume of transactions you will most likely **not have to pay the cost** for this policy until close of escrow. For more information, **contact First American Home Buyers Protection Corporation at (800) 444-9030, Fidelity National Home Warranty at (800) 862-6837 or American Home Shield at (800) 735-4663.**

Though we make a very diligent effort to create ads and marketing materials that are free of errors, occasionally we are not perfect. Should you observe **any errors or omissions in our ads or other marketing materials, please contact us immediately.**

One of the reasons so many people select Mokha Real Estate to represent them in selling their home is our aggressive marketing. However, selling a home is not just a simple matter of placing a lot of ads. (If it were that easy, you wouldn't need us.) Mokha Real Estate receives numerous calls per day. Whether these calls originate from signs, our Referral system, mailing programs, Internet inquiries or any one of dozens of other services, we will attempt to direct every appropriate inquiry to **your property**. Also, don't be surprised if you receive very few actual showings from Mokha Real Estate associates.

Seller acknowledge receipt of this page.

Seller's Initials: \_\_\_\_\_/\_\_\_\_\_

There are hundreds of other Real Estate offices, and over thousands of other agents who we will also be encouraging to show your home. Please remember just because your agent is not there personally showing your property does not mean they are **not working diligently to bring you a buyer**. Marketing to, and creating interest in getting those other MLS members to expose your property, is your salesperson's objective.

Should you, in the future, have any questions or problems that are not fully answered by your Sales Associate, please feel free to call me personally:

**JAG Mokha**  
CEO | Broker  
(209)635 - 2131

Thank you again for the compliment of selecting us to represent you on the sale of your home. We are looking forward to working with you. Best wishes for a prompt and successful closing.

**NOTICE REGARDING SERVICE PROVIDERS: Where work is to be performed on any property and where Mokha Real Estate or any of its associates, employees, or agents, all hereinafter "Broker", as an agent of Buyer or Seller directly engages or employs on their behalf any contractor, inspector, report provider, title company, lender, home warranty company, vendor, insurance agent, pest control company, or supplier of any goods or services of any kind, all hereinafter "provider(s)", or where Buyer or Seller directly engages or employs any provider(s) subsequent to procuring the name, recommendation, or referral of such provider(s) from Broker, then in either event it is hereby agreed as follows:**

- A) Broker has made no representation, warranty, promise, or guarantee regarding the qualifications, license status, financial solvency, reliability, quality of the provider's work, or the existence of appropriate insurance coverage, their performance, or their goods or services to be provided.
- B) Broker hereby advises Buyer and Seller to employ, engage, or allow to be employed or engaged, only such providers they have verified to be qualified, licensed, insured, and, when appropriate, bonded to perform the work in question.
- C) Buyer and Seller are free to select any provider(s) other than those engaged, recommended, provided, employed, or referred by Broker.
- D) Buyer and Seller hereby release and agree to hold harmless Broker from any and all cost, damage, liability, loss, expense, claim, charge, or action of any kind resulting from the engagement or employment of any provider(s), their work, inspections, reports, goods or services, including any damage they may do, liabilities they may incur, or any error or omission that they may make and also including any costs or amounts they may bill or charge for their work, goods, or services.

***Mokha Real Estate Cal DRE License #02089481***

Acknowledged:

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Seller

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Property Address

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Seller