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 Mar. 25, 2016

RPA Timeline of Events

When a buyer and seller enter into a contract for the sale of property using the December 2015 version of the C.A.R. Residential Purchase Agreement (Form RPA), they agree to take certain actions and to do so within certain times. The following chart identifies various contractual events in the timeline of a transaction pursuant to the C.A.R. RPA and the time periods within which the various event should occur if the default provisions in the contract have not been changed. It has been created to help buyers, sellers, REALTORS® and those in affiliated industries comply with the terms of the RPA.

When	What	Where	Explanation
Offer	Agency disclosure	Paragraph 2A	Form AD
	Possible representation of multiple parties	Paragraph 2C	Form PRBS
	Deposit check to agent	Paragraph 3A(2)	Only if 3A(2) checked
	Proof of all cash	Paragraph 3C	
	Addenda	Paragraph 5A	Any addendum checked in 5A and elsewhere should be attached, completed and signed
	Advisories	Paragraph 5B	
	Representative capacity disclosure	Paragraph 19, 31	If buyer is entering into the contract on behalf of a trust, estate, under power of attorney or an entity such as corporation or LLC
	Liquidated damage clause	Paragraph 21B	Buyer should initial if buyer wants liquidated damage to be part of contract

	Arbitration clause	Paragraph 22B	buyer should initial if buyer wants arbitration to be part of contract
When	What	Where	Explanation
Acceptance or Seller Counter Offer or Seller Multiple Counter Offer	Representative capacity disclosure	Paragraph 19, 32	If seller is entering into the contract on behalf of a trust, estate, under power of attorney or an entity such as corporation or LLC
	Liquidated damage clause	Paragraph 21B	If seller wants liquidated damage as part of contract, Seller should initial in RPA if buyer already did, or specifically write in as part of counter offer
	Arbitration clause	Paragraph 22B	If seller wants arbitration as part of contract, seller should initial in RPA if buyer already did, or specifically write in as part of counter offer
Buyer Counter Offer	Liquidated damage clause	Paragraph 21B	If buyer wants liquidated damages as part of contract and initialed in RPA but seller did not or countered it out, buyer should specifically mention in counter offer
	Arbitration clause	Paragraph 22B	If buyer wants arbitration as part of contract and initialed in RPA but seller did not or countered it out, buyer should specifically mention in counter offer
3 Business Days After Acceptance	Deposit to escrow	Paragraph 3A(1), 3A(2)	Applies whether buyer making deposit direct to escrow or buyer has given a deposit check to agent
____ Days After Acceptance	Increased deposit	Paragraph 3B	

When	What	Where	Explanation
3 Days After Acceptance	Down payment verification	Paragraph 3H	
	Pre-approval or Pre-qualification letter	Paragraph 3J(l)	
	Request HOA docs from association	Paragraph 10F(2)	HOA has 10 days to deliver. Seller obligation to pay for statutory docs
	Evidence of authority	Paragraph 19	Buyer or seller to prove that they can act on behalf of another or entity
7 Days After Acceptance	Disclosure of leased items	Paragraph 8B(5)	Examples include solar panels, propane tanks and water softeners
	Seller provides documentation of leased items	Paragraph 8B(5)	Examples include contracts, warranties, assignments
	Statutory disclosures	Paragraph 10A(1)	Forms NHD, FLD, TDS and maybe AVID for broker portion of TDS
	Natural Hazard Guides and booklets	Paragraph 10B	Environmental hazards, earthquake, energy rating all available on epubs on zipForm®
	Supplemental disclosures	Paragraph 10A(4)	Form SPQ or ESD if seller exempt from TDS
	Affidavit for tax withholding	Paragraph 10C	Form AS or QS
	Disclosure if property a condo or planned development	Paragraph 10F(1)	
	Disclosure of known material facts	Paragraph 11A	
	Seller provided preliminary report	Paragraph 13A	
	Disclosure of known title issues	Paragraph 13C	
	Seller disclosures, reports, documents and HOA documents	Paragraph 14	
Notice to seller to perform	Paragraph 14A	Cannot be given any earlier than 2 Days before	

When	What	Where	Explanation
17 Days After Acceptance	FHA or VA lender required repairs	Paragraph 3D3	
	Appraisal contingency removal	Paragraph 3I	
	Buyer to sign and return statutory disclosures	Paragraph 10A5	
	Buyer investigation and contingency removal	Paragraph 11B, 12A and 14B	
	Buyer provided preliminary report	Paragraph 13A	
	Buyer requests for repair	Paragraph 14B(2)	Form RR
	Seller response to request for repair	Paragraph 14B(2)	Form RRRR
	Contingency removal	Paragraph 14B(3)	Form CR
	Cancellation of contract	Paragraph 14B(3)	Form CC
	Notice to buyer to perform	Paragraph 14D	Cannot be given any earlier than 2 Days before
21 Days After Acceptance	Loan contingency removal	Paragraph 3J(3)	
2 Days After Receipt	Respond to notice to seller to perform	Paragraph 14E	Seller must provide documents, reports, etc or buyer may cancel
	Respond to notice to buyer to perform	Paragraph 14E	Buyer must remove contingencies or cancel or seller may cancel
3 Days After Receipt	Respond to demand to close escrow	Paragraph 14F	
	Pay escrow holder or other for HOA document preparation fees	Paragraph 20A	
5 Days After Receipt of Notice	Return escrow holder general provisions	Paragraph 7C(1)(c) and 20A	

When	What	Where	Explanation
5 Days Prior to Close of Escrow	Remove Tenants	Paragraph 9D	Unless box checked for tenants to remain
	Final Verification	Paragraph 15	
	Seller Repairs Completed	Paragraph 16	Seller to provide invoices and paid receipts
___ Days Prior to Close of Escrow	Commission Agreement to Escrow	Paragraph 18A	Copy of MLS printout or Form CBC
	Down Payment	Paragraph 3F	Pursuant to escrow holder instructions
	Deposit Deed with Escrow	Paragraph 13D	Pursuant to escrow holder instructions
Close of Escrow	Title Policy	Paragraph 15E	
	Demand to Close Escrow	Paragraph 14F	No earlier than 3 Days before close of escrow

Q Where can I obtain additional information?

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