

California Sample Transfer Disclosure Template

Property Address: _____	Date: _____	APN: _____	Escrow #: _____
City: _____	County: _____	Seller Name: _____	

Seller discloses the condition of the property as of the date signed. This statement is not a warranty and does not replace inspection, repair request, or buyer investigation.

I. Coordination With Other Required Disclosures

- Inspection reports completed under the purchase agreement
- Natural hazard / same-subject disclosures attached separately
- Additional inspection reports or disclosures attached
- No substituted disclosures for this transfer

If additional reports are attached, describe: _____

II. Seller Information

Seller occupies property: Yes No

- | | |
|--|---|
| <input type="checkbox"/> Range / Oven | <input type="checkbox"/> Wall A/C |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Sprinklers |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Public Sewer |
| <input type="checkbox"/> Disposal | <input type="checkbox"/> Septic |
| <input type="checkbox"/> Washer / Dryer Hookups | <input type="checkbox"/> Water Heater |
| <input type="checkbox"/> Gutters | <input type="checkbox"/> Water Softener |
| <input type="checkbox"/> Smoke Detector(s) | <input type="checkbox"/> Patio / Deck |
| <input type="checkbox"/> Carbon Monoxide Device(s) | <input type="checkbox"/> Built-in BBQ |
| <input type="checkbox"/> Central Heat | <input type="checkbox"/> Garage / Carport |
| <input type="checkbox"/> Central A/C | <input type="checkbox"/> Garage Opener |

Any checked item below not operating? Yes No

- Pool
- Spa / Hot Tub
- Pool / Spa Heater
- Security Gate(s)
- Water Supply - City
- Water Supply - Well
- Gas Utility
- Gas Bottle / Tank
- Window Screens
- Window Bars

Other: _____ Roof Type: _____ Roof Age: _____ Water Heater Type: _____

If any checked item is not operating, explain: _____

III. Significant Defects or Malfunctions Known to Seller

Seller aware of significant defects in any of the following? Yes No

- | | | |
|---|-------------------------------------|--|
| <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Windows | <input type="checkbox"/> Walls / Fences |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Doors | <input type="checkbox"/> Electrical |
| <input type="checkbox"/> Floors | <input type="checkbox"/> Foundation | <input type="checkbox"/> Plumbing / Sewer / Septic |
| <input type="checkbox"/> Exterior Walls | <input type="checkbox"/> Slab | <input type="checkbox"/> Other Structural Comp. |
| <input type="checkbox"/> Insulation | <input type="checkbox"/> Driveways | |
| <input type="checkbox"/> Roof | <input type="checkbox"/> Sidewalks | |

Explain any known defects:

IV. Seller Knowledge of Property Conditions

		Yes	No
1.	Environmental hazards such as asbestos, formaldehyde, radon, lead-based paint, mold, fuel or chemical storage tanks, or contaminated soil or water.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Shared features with adjoining owners such as walls, fences, or driveways that may affect use or maintenance.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Encroachments, easements, or similar matters affecting Seller's interest in the property.	<input type="checkbox"/>	<input type="checkbox"/>
4.	Additions, modifications, alterations, or repairs made without necessary permits.	<input type="checkbox"/>	<input type="checkbox"/>
5.	Additions, modifications, alterations, or repairs not in compliance with building codes.	<input type="checkbox"/>	<input type="checkbox"/>
6.	Fill on the property.	<input type="checkbox"/>	<input type="checkbox"/>
7.	Settling, slippage, sliding, erosion, or other soil problems.	<input type="checkbox"/>	<input type="checkbox"/>
8.	Flooding, drainage, or grading problems.	<input type="checkbox"/>	<input type="checkbox"/>
9.	Major damage from fire, earthquake, flood, or landslide.	<input type="checkbox"/>	<input type="checkbox"/>
10.	Zoning violations, nonconforming uses, or setback violations.	<input type="checkbox"/>	<input type="checkbox"/>
11.	Neighborhood noise problems or other nuisances affecting the property.	<input type="checkbox"/>	<input type="checkbox"/>
12.	CC&Rs, deed restrictions, or obligations affecting the property.	<input type="checkbox"/>	<input type="checkbox"/>
13.	A homeowners' association with authority over the property.	<input type="checkbox"/>	<input type="checkbox"/>
14.	Common areas co-owned with others.	<input type="checkbox"/>	<input type="checkbox"/>
15.	Notices of abatement, violation, or citations affecting the property.	<input type="checkbox"/>	<input type="checkbox"/>
16.	Lawsuits, claims, or proceedings affecting this property, including claimed defects or deficiencies.	<input type="checkbox"/>	<input type="checkbox"/>

V. If Any Answer Above Is Yes, Explain

VI. Seller Certifications

- Seller certifies that smoke detector(s) will be operable as required by law as of close of escrow.
- Seller certifies that water heater tank(s) will be braced, anchored, or strapped as required by law as of close of escrow.

Seller certifies the information in this statement is true and correct to the best of Seller's knowledge as of the date signed.

Seller Signature: _____ **Date:** _____ **Seller Signature:** _____ **Date:** _____

VII. Acknowledgment of Receipt

Buyer and Seller may wish to obtain professional advice, inspections, and appropriate contract terms regarding defects, repairs, or conditions.

Receipt acknowledged by:

Seller Signature: _____ **Date:** _____ **Seller Signature:** _____ **Date:** _____

Buyer Signature: _____ **Date:** _____ **Buyer Signature:** _____ **Date:** _____

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Notice of Buyer's Right to Rescind

If this disclosure is delivered after Buyer signs an offer to purchase, California Civil Code §1102.3 gives Buyer the right to rescind within the statutory period after delivery. Buyer must act within that time to cancel.