

ADDITIONAL BUYERS ADVISORY

Buyer(s): _____

Subject Property: _____

Sales Price: _____

California’s median home prices continue to increase over many decades of shifting markets. Despite advice against doing so, some buyers are waiving home inspections, waiving termite inspections, waiving loan contingencies, disregarding appraised values, adding additional cash to purchase a property when the lender’s appraisal is lower than necessary for the desired loan, and even purchasing homes “sight unseen.” Your agent and broker know that buying a home is probably the biggest purchase you will ever make. The process can be stressful and frustrating in a normal market. Your agent and broker want you to be happy with all aspects of your new home from the date of closing and for many decades thereafter. Your agent and broker have provided you with this form to make sure you understand and appreciate the risks involved with waiving common contingencies.

By signing below buyers acknowledge receipt and understanding of the information contained in each of the following statements...

- I/We understand that it is unlikely for such growth to continue, and in fact, home prices may actually drop at some point. I/We shall not hold my/our real estate agent and broker liable, or in any way at fault, should the value of the Subject Property decrease at any time after purchase.
- I/We understand that California Assembly Bill 38 (AB-38), effective July 1, 2021, requires sellers of residential properties (1-4 units, condominiums, common interest development units, and manufactured homes) in High or Very High Fire Severity Zones to provide documentation of a defensible space inspection before close of escrow. This documentation confirms the property complies with state defensible space requirements or local vegetation management ordinances. If the seller cannot provide this documentation by close of escrow, the seller and buyer can agree in writing for the buyer to obtain the documentation within one year after close of escrow. If that is the case, I/We shall not hold my/our real estate agent and Broker liable or at fault for any costs, defects, problems or other issues with the subject property which may have been detected had the inspection and corrections been completed before close of escrow.
- My/Our real estate agent and broker have strongly advised me/us to have the Subject Property inspected by a professional and licensed property inspector prior to purchase. If I/we do not obtain such a property inspection, I/we shall not hold my/our real estate agent and broker liable, or in any way at fault, for any defects, problems, or other issues with the Subject Property which may have been detected by such an inspection.
- My/Our real estate agent and broker have strongly advised me/us to obtain a home warranty plan. If I/we do not obtain such a plan, I/we shall not hold my/our real estate agent and broker liable, or in any way at fault, for any defects, problems, or other issues with the Subject Property which may have been covered by such a plan.
- My/Our real estate agent and broker have strongly advised me/us not to pay more than the Subject Property’s appraised value for the Subject Property. If I/we purchase the Subject Property for an amount over its appraised value, or if I/we put additional cash into the purchase to allow me/us to obtain a home loan, I/we shall not hold my/our real estate agent and broker liable, or in any way at fault, for any valuation issues, market price decreases, or appraised priced decreases affecting the Subject Property.
- My/Our real estate agent and broker have strongly advised me/us to investigate the condition and suitability of all aspects of the Subject Property, including but not limited to the physical condition of the building(s) and land, the neighborhood in which the Subject Property is located, and current price trends of real estate that is near to the Subject Property.

Date Buyer

Date Buyer

Updated: 8/4/2026