



BUYER MATERIAL ISSUES (C.A.R. Form BMI, 10/04)

1. PARTIES AND PROPERTY:

A. John Doe (Buyer) has entered into a written or oral agreement with Tuscany Realty, Inc. (Broker) for the purpose of locating and acquiring real property, a manufactured home or business.

B. (If known) Buyer [X] has made, [] is contemplating making an offer to purchase the specific property described as 1451 McCarthy Blvd, Assessor's Parcel No. , situated in Milpitas, County of , California (Property).

2. BUYER OBLIGATION TO DISCLOSE MATERIAL ISSUES:

In accordance with the terms and conditions of the written or oral agreement between Buyer and Broker, Buyer has agreed to notify Broker in writing of any material issue to Buyer, such as, but not limited to Buyer's request for information on, or concerns regarding, any particular area of interest or importance to Buyer (Material Issues).

3. BUYER DISCLOSURE:

The following are Material Issues to Buyer regarding any property, or (if checked) [X] only the Property specified above:

List all items that Material Issues to Buyer here or else put "NONE" [Blank lines for listing issues]

4. SCOPE OF BROKER DUTY:

- A. Broker recommends that Buyer select other professionals to investigate the Property through inspections, investigations, tests, surveys, reports, studies and other available information ("Inspections") during the transaction.
B. Buyer acknowledges and agrees that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas off the site of the Property (v) Shall not be responsible for identifying defects on the Property, in common areas or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
C. Broker owes no duty to inspect for common environmental hazards, earthquake weaknesses, or geologic and seismic hazards. If Buyer receives the booklets titled "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants," "The Homeowner's Guide to Earthquake Safety," or "The Commercial Property Owner's Guide to Earthquake Safety," the booklets are deemed adequate to inform Buyer regarding the information contained in the booklets.
D. Buyer agrees to: (i) indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, costs and attorney fees arising from any Material Issue that Buyer fails to disclose in writing to Broker, and (ii) pay for reports, inspections and meetings arranged by Broker on Buyer's behalf.

5. ACKNOWLEDGMENT:

By signing below, Buyer acknowledges that Buyer has read, understands, accepts and has received a copy of this Statement of Buyer Material Issues.

Buyer John Doe Date

Broker (Firm) Tuscany Realty, Inc.

By (Agent) Date

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 2004, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by: REAL ESTATE BUSINESS SERVICES, INC. a subsidiary of the California Association of REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by Date

