

North Bay Association of REALTORS®
2017 FIRE DISCLOSURES ADVISORY FOR MENDOCINO, SONOMA AND NAPA COUNTY
Version 1.23.18

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(This form must only be used with the North Bay Association of REALTORS® Sonoma, Napa, or Mendocino
County Disclosures Advisories)

In October of 2017, multiple fires burned in portions of Sonoma, Napa, and Mendocino Counties and thousands of properties were affected. Structures and improvements burned down or were otherwise damaged or impacted by those fires, and additional impacts resulted from the clean-up efforts that followed and are continuing. Subsequent rains may also cause additional unknown damage to impacted properties. As a result of these events, Seller's legal and insurance rights should be investigated by Seller with Seller's own legal and insurance advisors to determine what is in the Seller's best interests with respect to any sale of the Property and to evaluate the Seller's disclosure obligations. Brokers do not have the necessary expertise to advise Sellers on those issues.

Buyers need to take additional steps to protect their interests while investigating the condition of the Property so as to thoroughly assess the impacts of these recent events. During the Buyer's inspection of the Property and prior to Buyer waiving contingencies, Buyer should take the following additional steps:

- i. Buyer should retain the services of appropriate environmental consultants and engineers to determine the condition of the soil, air, and water (including but not limited to drinking water sources and water used for agricultural purposes) on the Property relating to possible contamination, as well as engineering and other professionals such as land use consultants and real estate attorneys to assist in determining the current state of the Property, the potential for repair, rebuilding, or development of replacement or new improvements. Buyers should review the State of California pamphlet on *Environmental Hazards* for additional information about the types and effects of environmental hazards. Brokers do not have the necessary expertise to advise Buyers on those issues;
- ii. If fire debris removal or any other work of improvement (including engineering or design work) needs to be or has been performed on or relating to the Property, Buyer should engage a qualified California real estate attorney to advise Buyer regarding:
 - a. the advisability of entering into any contract documents, including the Consolidated Debris Removal Program Property Transfer Affidavit, or any amendments or addenda to the Purchase Agreement for the Property which purport to address potential liens and liability for fire debris removal costs and the cost of any works of improvement on or relating to the Property;
 - b. the ability of Buyer to legally use any existing architectural plans or government approvals that the Seller may have obtained, since the Seller may not be able to transfer the Seller's rights to a subsequent owner; and
 - c. the Debris Removal Right-of-Entry Permit, if any, signed and delivered by Seller to the County of Sonoma, Napa, or Mendocino. Buyers should also confirm with the title company that will be insuring Buyer's title to the Property as to whether or not there will be any exclusions from title insurance for any purported debris removal liens. Brokers do not have the necessary expertise to advise Buyers on legal, title and insurance issues;
- iii. Buyer should consult with potential insurers to determine the availability of homeowners' insurance and other desired insurance policies prior to removing Buyer's contingencies; and
- iv. Buyer should consult with multiple lenders to determine whether any loans desired by Buyer are available for the Property or in other fire-affected areas in which Buyer may be considering purchasing property.

In these and all other matters referred to in this Disclosures Advisory and the other disclosures provided, Buyer and Seller are advised to seek any desired assistance from appropriate qualified professionals. Nothing any broker or sales agent may say will change the terms or effect of this Advisory. This document may be signed in counterparts.

BY SIGNING BELOW, BUYER AND SELLER EACH ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND, AND RECEIVED A COPY OF THIS ONE (1) PAGE DOCUMENT.

BUYER

BUYER

Date: _____

Print Name: _____

Print Name: _____

SELLER

SELLER

Date: _____

Print Name: _____

Print Name: _____

