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**COLDWELL
BANKER**

**GLOBAL
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Los Altos, Ca 94022

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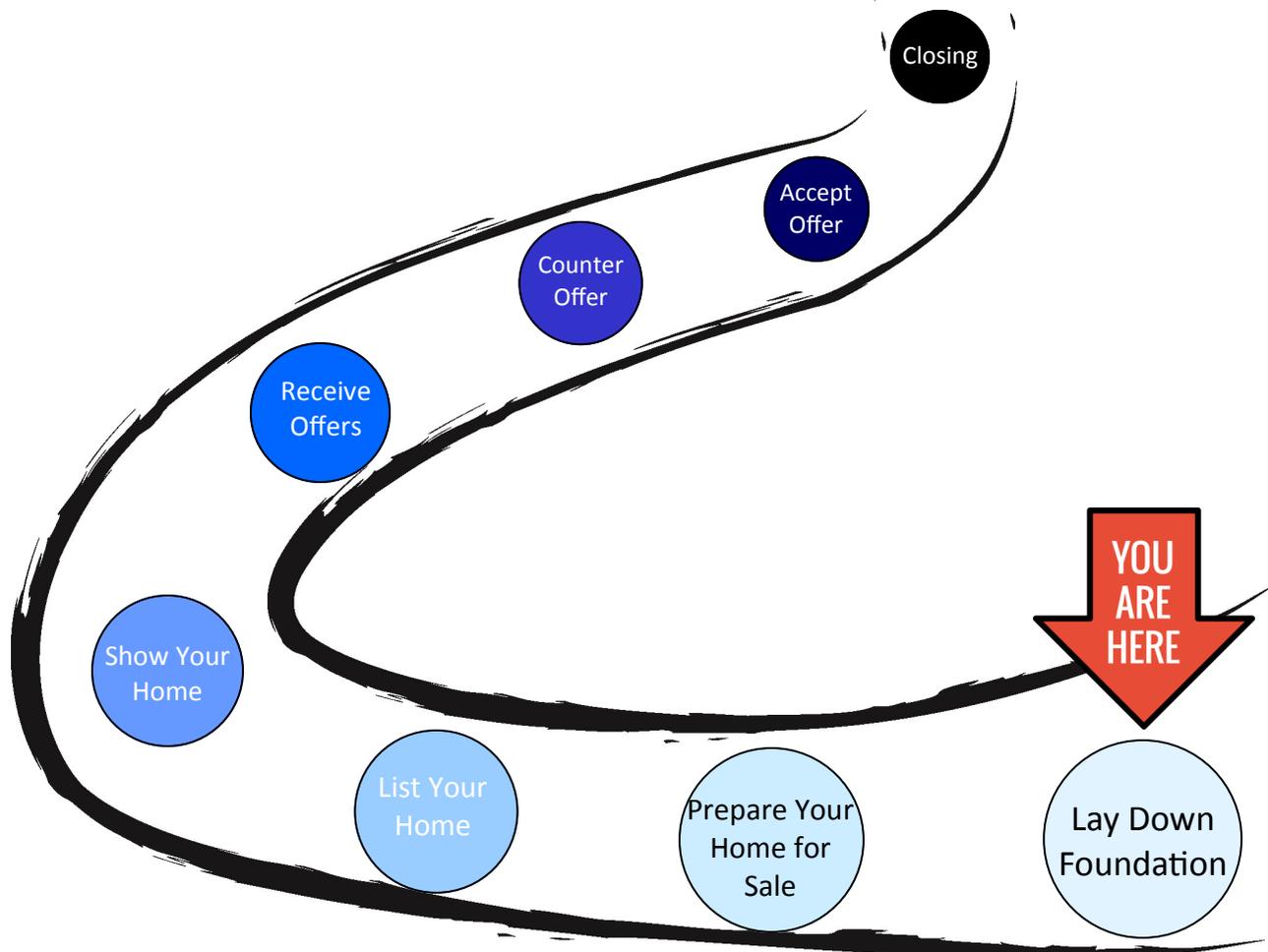
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The Path to Successfully Selling Your Home



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Meet Team Mizrahi

Dafna Mizrahi



Dafna was born in Israel and came to Palo Alto at the age of 13 and calls the Bay Area home. Dafna moved 36 times before the age of 18, and therefore understand the stress of moving. She speaks multiple languages and graduated from San Jose State University with a degree in Marketing and Economics. After graduating, she worked for HP and Intel. Dafna has been working as a real estate consultant since 1975. Real Estate is perfect for her because she sees the big picture, listens, and can identify and navigate each step of her clients' long-term real estate goals. She feels that her success comes from always treating her clients like family. She also believes that education and negotiation are her most important responsibilities. She has created Team Mizrahi to provide a professional service to more clients.

Tina Kyriakis



Tina is, proudly, a Bay Area native. It seems like she's one of few these days! Tina was born in San Francisco, and spent her childhood, and currently resides on the Peninsula. She got her CA Teaching Credential in Mathematics, and Master's Degree at San Jose State University. She taught Math and Choir in Los Altos before she became a Realtor in 2002. Today, Tina takes her personal life-long knowledge of the Silicon Valley and San Francisco Peninsula, and uses it to your advantage! Tina's vast experience helping clients list and buy homes enables her to provide guidance about schools, transit, and neighborhoods, aiding her clients in ultimately making the right decisions for their individual needs. Let's work together to make your real estate dreams come true! She is skilled, professional, seasoned, and at your service!

Stav Weiss



Stav was born in Israel and lived most of her life in France and Belgium. She graduated from the University of Brussels, Tel Aviv University, and the University of California Berkeley with a specialization in commercial law. For nearly 10 years, Stav worked as a real estate attorney in Tel-Aviv, helping foreign and domestic residents in all aspect of real estate investment in Israel. Because of her experience providing one-stop-shopping for her clients in Israel, Stav became a *Realtor*® in California, and joined Team Mizrahi Real Estate, so that she can continue working with real estate investors. Stav also provides legal services as an Israeli attorney for the Team's clients, via her law office based in Tel-Aviv. Stav wants the best for her clients and believes that a great real estate agent must be professional, honest and have up-to-the-minute market knowledge. Because she lived in many countries, she speaks English, French, Hebrew and Dutch and appreciates the needs of different cultures. Stav chose to work in real estate because she believes in the values of family and education and the importance of having a place to call "home."

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Your Personal Real Estate Consultants for Life

“You don’t build it for yourself – Find out what people want and build it for them”

-Dafna Mizrahi, Tina Kyriakis & Stav Weiss

Being your Personal Real Estate Consultants For Life is not only our business philosophy, but also a lifelong commitment to providing you with exemplary personalized service beyond your expectations. It is also our philosophy to listen, and truly understand your needs, an aspect of business conduct that seems to have been forgotten in today’s society.

As an award-winning real estate team, it is our job not only to recognize your wishes, but also to respond to them promptly, professionally, and with integrity. It is my pledge to provide you with sound financial advice and to help you understand the strategies for making real estate decisions and the future implications of those decisions.

As your Personal Real Estate Consultants For Life, we feel it necessary to provide all of our clients with outstanding support not only before and during the transaction, but after as well. As the lifestyles of our clients change, we address their new needs on a continuing basis.

Our business is “*By Referral Only*™” and we can achieve this only by providing you with the best service possible. The future of our business is fully dependent on highly satisfied clients referring us to their families, friends and business associates.

Dafna Mizrahi, Tina Kyriakis & Stav Weiss
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Our Objectives

- ✓ **Help you determine your ownership goals and how to achieve them**
- ✓ **Show you how we can sell your home for the best price with the most favorable terms.**
- ✓ **Explore the benefits of selling in today's market.**
- ✓ **Guide you through the selling process.**
- ✓ **Tailor the transaction to fit your needs**
- ✓ **Familiarize you with the documents required for selling your home**
- ✓ **Provide referrals for agents outside this area**

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Sellers' Advantages

When you choose us to represent you; you get a full service team working for you.

- ✓ We have two assistants
- ✓ We will set you up with a Title escrow coordinator that can notarize paperwork and do sign-offs in the office.
- ✓ We have a lender as part of our team that can expedite the loan process

We do all the legwork, paperwork, and hard work to help find the right buyer for your home and expedite the sale of your home for its full value on your behalf.

We have the knowledge of the area's housing market and current financing programs.

We have access to a pool of serious buyers and a Multiple Listing Service (MLS) that offers your home the greatest exposure. We will automatically advertise your home on the Internet.

We are knowledgeable about all facets of a transaction; We can write a binding legal contract and obtain a large deposit.

We have over 45 years of combined experience to assure you of top-quality service and representation all the way through your selling process. We know how to protect your best interests from beginning to end.

We know how to market your home to bring you top dollar:

- ✓ Will place your home on the MLS service
- ✓ Will furnish a fact sheet featuring your home best features
- ✓ Will network with other Realtors in our office & Brokers' meetings
- ✓ Advertise your home
- ✓ Will have your home toured by our office & other Brokers
- ✓ Will contact agents for feedback

We are associated with a top-quality office where all the agents are full time agents; experienced, productive and successful!

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Top 10 Reasons to List Your Home with Coldwell Banker

1. The Best Sales Associates in the Business

At Coldwell Banker we've always realized we are only as good as the individual talents that make up our fine organization. Our commitment to creating the ultimate setting for our superb professionals is the key factor that has made us among the No. 1 real estate companies in the country. When you spend time with a Coldwell Banker agent, you'll see why we've become the preeminent real estate leader.

2. The Dominant Market Leader

Coldwell Banker is the No. 1 real estate firm in Northern California, meaning we handle the majority of real estate transactions in each of our markets. Our network of 64 offices in 12 counties throughout Northern California makes us the biggest real estate firm in our region. Our dominance in market share gives the strongest endorsement of our professionalism, reputation and assurance behind each of our Sales Associates.

3. The Leader in Corporate Relocation

No other real estate company in Northern California generates more corporate relocation than Coldwell Banker. Each year we represent over 5,000 relocating buyers and sellers. Our connections mean we'll show your home to corporate relocation prospects other real estate companies don't have access to.

4. Superior Training

We stay on top of the latest changes in tax, disclosure and contract law to help protect you through the transaction and beyond. So, while we're also well trained at marketing and selling your home, rest assured... we know how to take care of business.

5. State-of-the-Art Lender Support

Our partnership with Coldwell Banker Mortgage allows for fast approval and some of the lowest rates available. This will help you when moving to your new address. It's just one more way Coldwell Banker exceeds your expectations.

6. Full-Time Management & Administrative Support

Coldwell Banker provides valuable management support to tackle some of the more complicated issues. All of our Managers are noncompeting so they spend time doing what they do best, supporting our agents and their clients. In addition, our offices are open for business seven days a week ensuring that when we receive a call on a home like yours, trained personnel will be available to professionally service a potential buyer.

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7. Superior Marketing Support

Coldwell Banker provides important exposure through a consistent local and regional advertising presence. The power of global advertising connects your home to an ever increasing number of local, national and international buyers.

As a client of Coldwell Banker, we showcase your property to millions of weekly readers by aggressively advertising in the region's most widely read publications. Our targeted advertising efforts include the best newspapers in the area. We provide more exposure to potential buyers than any other company in the world.

For the luxury homeowner, Coldwell Banker offers a sophisticated and distinct marketing system, Previews International. Through this remarkable program, Coldwell Banker has become the leader in sales of multi-million dollar properties, handling one-third of all luxury properties sold in the United States and two out of three estates in California.

8. Unparalleled Internet Exposure

In Northern California, nearly 70% of homebuyers begin their real estate search online. In order to maximize exposure for your home, Coldwell Banker offers not just one, but three proven websites to match more buyers and sellers: CaliforniaMoves.com, ColdwellBanker.com and Realtor.com. Unlike many traditional real estate company websites that feature only one company's listings, CaliforniaMoves.com includes listings posted on the Multiple Listing Services throughout Northern California. And, with over 900,000 hits per month, it is clear that our site is quickly becoming *the* Internet choice for prospective home buyers and sellers.

9. Instant and Experienced Legal Partnership

With five attorneys on staff, our Sales Associates (through their Managers) have timely support for legal issues and seminars to prevent lawsuits and claims. Our Legal Department provides updated forms, specifically designed to help our Sales Associates avoid claims and lawsuits and to enable our agents to better serve their clients.

10. Largest Real Estate Brokerage in the World

With over 105,000 Sales Associates in 3,500 offices worldwide, Coldwell Banker is the largest, most recognized name in real estate. We match more buyers and sellers than any real estate sales organization in the world. Coldwell Banker is a name you can trust.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Listing Firm to Seller)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/14)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or

within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or

within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

Buyer Seller Landlord Tenant _____ Date _____

Buyer Seller Landlord Tenant _____ Date _____

Agent _____ BRE Lic. # _____
Real Estate Broker (Firm)

By _____ BRE Lic. # _____ Date _____
(Salesperson or Broker-Associate)

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

_____ (SELLER/LANDLORD: DO NOT SIGN HERE)	_____ (SELLER/LANDLORD: DO NOT SIGN HERE)
Seller/Landlord _____ Date _____	Seller/Landlord _____ Date _____

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Reviewed by _____ Date _____



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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

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CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one): the seller exclusively; or both the buyer and seller.
(Name of Listing Agent)
(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one): the buyer exclusively; or the seller exclusively; or both the buyer and seller.
(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.



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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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Code of Ethics & Standards of Practices of the National Association of Realtors (NAR)

Effective January 1, 1996

Preamble...

Under all is the land. Upon its wise utilization and widely allocated ownership depend the survival and growth of free institutions and of our civilization. Realtors should recognize that the interests of the nation and its citizens require the highest and best use of the land and the widest distribution of land ownership. They require the creation of adequate housing, the building of functioning cities, the development of productive industries and farms, and the preservation of a healthful environment.

Such interests impose obligations beyond those of ordinary commerce. They impose grave social responsibility and a patriotic duty to which realtors should dedicate themselves, and for which they should be diligent in preparing themselves. Realtors, therefore, are zealous to maintain and improve the standards of their calling and share with their fellow Realtors a common responsibility for its integrity and honor.

In recognition and appreciation of their obligations to clients, customers, the public, and each other. Realtors continuously strive to become and remain informed on issues affecting real estate and, as knowledgeable professionals, they willingly share the fruit of their experience and study with others. They identify and take steps, through enforcement of this Code of Ethics and by assisting appropriate regulatory bodies, to eliminate practices which may damage the public or which might discredit or bring dishonor to the real estate profession.

Realizing that cooperation with other real estate professionals promotes the best interests of those who utilize their services, Realtors urge exclusive representation of clients; do not attempt to gain any unfair advantage over their competitors; and they refrain from making unsolicited comments about other practitioners. In instances where their opinion is sought, or where Realtors believe that comment is necessary, their opinion is offered in an objective, professional manner, uninfluenced by any personal motivation or potential advantage or gain.

The term Realtor has come to connote competency, fairness, and high integrity resulting from adherence to a lofty ideal of moral conduct in business relations. No inducement of profit and no instruction from clients ever can justify departure from this ideal.

In the interpretation of this obligation, Realtors can take no safer guide than that which has been handed down through the centuries, embodied in the Golden Rule, "Whatsoever ye would that others should do to you, you do even so to them."

Accepting this standard as their own, Realtors pledge to observe its spirit in all of their activities and to conduct their business in accordance with the tenets set forth below...

For a complete copy of the Code of Ethics, please call (650) 949-8173.

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Real Estate Terms

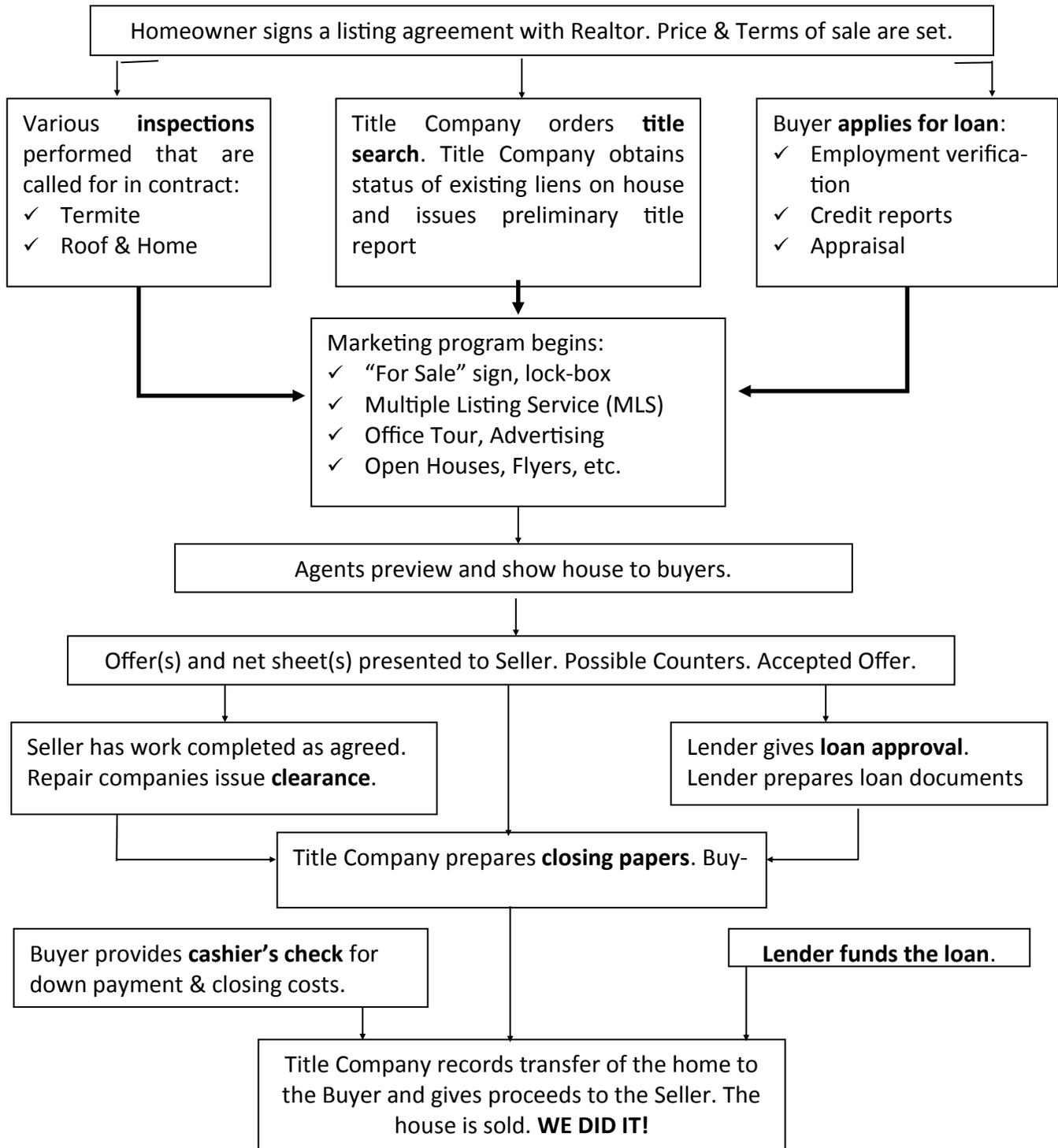
- ✓ **Counter Offer:** Rejection of an offer to buy or sell, with a simultaneous substitute offer.
- ✓ **Escrow:** An agreement between two or more parties providing that certain instruments or property be placed with a third party for safekeeping, pending the fulfillment or performance of a specified act or condition.
- ✓ **Hazard Insurance:** A contract that pays for loss on a home from certain hazards, including fire. You obtain homeowner's insurance from your own insurance agent. The standard policy pays replacement costs, minus depreciation based on actual cash value. Talk to your insurance agent about the different types of insurance available. Hazard insurance may be impounded.
- ✓ **Interest:** The charge for the use (loan) of money.
- ✓ **Preliminary Title Report:** A document indicating the current state of the Title, such as Easements, Covenants, Liens, and Defects. The Title Report does not describe the Chain of Title.
- ✓ **Principle:** The original balance of money loaned, excluding interest. Also, the balance of a loan excluding interest. The interest is calculated on the principle.
- ✓ **PRIVATE MORTGAGE INSURANCE (PMI):** Depending on the amount of your down payment, you may be required to have PMI. (Anything less than 20% requires PMI). Because loans with small down payments involve substantially more risk for the lender, they need protection in case the loan goes into foreclosure. Mortgage insurance helps cover the lender's losses in the event of a foreclosure. Because this insurance is available, lenders can offer loans with lower down payments. PMI requires an up front fee which is payable as a part of your closing costs and it is also required to be paid monthly with your payment. The cost of PMI varies according to the amount of your down payment.
- ✓ **Ratified Contract:** A mutual agreement between the Buyer and Seller of all the terms and conditions of the Contract.
- ✓ **Recordation:** Entering in a book of public records Instruments affecting the Title to Real Property. Recording in this manner gives notice to the world of facts recorded.
- ✓ **Taxes:** The county assessor changes property tax based on the value of your home. There are two tax installments due each year. The first installment is due November 1st and is delinquent on April 10th. The second installment is due February 1st and delinquent April 10th.
- ✓ **Title:** Evidence that the owner of land is in rightful possession thereof; evidence of ownership.

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Steps to Selling a Home



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What the Title Company Does

As a general rule, the Title Company (Escrow) provides the following services:

- ✓ Provides a title report and policy
- ✓ Drafts a deed of trust and/or other necessary documents
- ✓ Pays off existing loans when necessary
- ✓ Provides pro-rata figures for taxes & insurance between Buyer and Seller
- ✓ Records the appropriate documents
- ✓ Disburses the documents and money to each party involved

The Title Company conducts a title search, which is a history of who has owned the property and details all prior transactions, existing liens and encumbrances or other factors that affect the title. You receive a Preliminary (Prelim) Title Report on the property which covers all of these items.

The Title Company also provides title insurance which protects you and the lender against a “Cloud on Title”. There are two types of policies:

1. **THE LENDER’S POLICY**: Protects the Lender against loss due to unknown title defects or other matters that affect title and are not known at the time of sale. This policy is mandatory.
2. **THE MORTGAGOR’S OR BUYER’S POLICY**: Protects the Buyer from flaws in the title. This policy is optional but is highly recommended.

When your loan is approved and the loan documents are drawn up, they are sent to the Title Company. Your escrow officer then prepares the paperwork for you and the Seller to sign. At this point, you will be told exactly how much money you will need to bring in to close the escrow. You will also be required to provide any additional documentation the lender needs. Once both you and the Sellers have signed the loan documents, they are returned to the lender who reviews them. If everything is satisfactory, the lender funds the loans. The title company records the note and deed of trust and escrow is closed

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Who Pays What in Santa Clara County

The **SELLER** can generally be expected to pay for:

- ✓ Owner's title insurance premiums
- ✓ Real estate commission
- ✓ Escrow Fee
- ✓ Document Preparation fee for deed
- ✓ Documentary transfer tax (\$1.10 per \$1,000 of sales price)
- ✓ Any loan fees required by buyer's lender
- ✓ Payoff of all loans in seller's name (or existing loan balance if being assumed by buyer)
- ✓ Interest accrued to lender being paid off. Statement fees, reconvey fees, and any prepayment penalties.
- ✓ Termite inspection (per contract)
- ✓ Termite work (per contract)
- ✓ Home Warranty (per contract)
- ✓ Recording charges to clear all documents of record against seller
- ✓ Tax proration (for any unpaid taxes at time of transfer of title)
- ✓ Any unpaid Homeowner's dues
- ✓ Any bonds of assessments (per contract)
- ✓ Any and all delinquent taxes
- ✓ Notary fees

The **BUYER** can generally be expected to pay for:

- ✓ Lender's title policy premiums
- ✓ 50% of City Transfer Conveyance Tax (per contract)
- ✓ Document preparation (if applicable)
- ✓ Notary fees
- ✓ Recording charges for all documents in Buyer's names
- ✓ Termite inspection (per contract)
- ✓ Tax proration
- ✓ Homeowner's transfer fee
- ✓ All new loan charges (except those required by lender for Seller to pay)
- ✓ Interest on new loan from date of funding to 30 days prior to first payment date
- ✓ Assumption/Change of Records fee for takeover of existing loan
- ✓ Inspection fees (roofing, property, geological, etc.)
- ✓ Home Warranty (per contract)
- ✓ Fire Insurance Premium for first year

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88 Types of Turbulence

The Buyer/Borrower:

1. Does not tell the truth on the loan application.
2. Submits incorrect information to the lender.
3. Has recent late payments on credit report.
4. Found out about additional debt after loan application.
5. Borrower loses job.
6. Co-borrower loses job.
7. Income verification lower than what was stated on loan application.
8. Overtime income not allowed by underwriter for qualifying.
9. Applicant makes large purchase on credit before closing.
10. Illness, injury, divorce or other financial setback during escrow.
11. Lacks motivation.
12. Gift donor changes mind.
13. Cannot locate divorce decree.
14. Cannot locate petition or discharge of bankruptcy.
15. Cannot locate tax returns.
16. Cannot locate bank statements.
17. Difficulty in obtaining verification of rent.
18. Interest rate increases and borrower no longer qualifies.
19. Loan program changes with higher rates, points and fees.
20. Child support not disclosed on application.
21. Borrower is a foreign national.
22. Bankruptcy within the last 2 years.
23. Mortgage payment is double the previous housing payment.
24. Borrower/co-borrower does not have steady 2-year employment history.
25. Borrower brings in handwritten pay stubs.
26. Borrower switches to job requiring probation period just before closing.
27. Borrower switches to job from salary to 100% commission income.
28. Borrower/co-borrower/seller dies.
29. Family members or friends do not like the home buyer chooses.
30. Buyer is too picky about property in price range they can afford.
31. Buyer feels the house is misrepresented.
32. Veterans DD214 form not available.
33. Buyer has spent money needed for down payment and closing costs and comes up short at closing.
34. Buyer does not properly "paper trail" additional money that comes from gifts, loans, etc.
35. Does not bring cashier's check to title company for closing costs and down payment.

The Seller:

36. Loses motivation to sell (job transfer does not go through, reconciles marriage, etc.)
37. Cannot find a suitable replacement property.
38. Will not allow appraiser inside home.
39. Will not allow inspectors inside home in a timely manner.
40. Removes property from the premises the buyer believed was included.
41. Is unable to clear up liens against their property – short on cash to close.
42. Did not own 100% of property as previously disclosed.
43. Thought getting partners signatures were "no problem," but they were.
44. Leaves town without giving anyone Power of Attorney.
45. Delays the projected move-out date.
46. Did not complete the repairs agreed to in contract.
47. Misrepresents information about home & neighborhood to the buyer.
48. Seller's home goes into foreclosure during escrow.
49. Does not disclose all hidden or unknown defects and they are subsequently discovered.
50. Builder miscalculates completion date of new home.
51. Builder has too many cost overruns.

52. Final inspection on new home does not pass.
53. Seller does not appear for closing and won't sign papers.

The Realtor(s):

54. Have no client control over buyers or sellers.
55. Delays access to property for inspection and appraisals.
56. Unfamiliar with their client's financial position – do they have enough equity to sell, etc.
57. Does not get completed paperwork to the lender in time.
58. Inexperienced in this type of property transaction.
59. Takes unexpected time off during transaction and can't be reached.
60. Jerks around other parties to the transaction – has huge ego.
61. Does not do sufficient homework on their clients or the property and wastes everyone's time.

The Property:

62. County will not approve septic system or well.
63. Termite report reveals substantial damage and seller is not willing to fix or repair.
64. Home was misrepresented as to size and condition.
65. Home is destroyed prior to closing.
66. Home not structurally sound.
67. Home is uninsurable for homeowners insurance.
68. Property incorrectly zoned.
69. Portion of home sits on neighbors property.
70. Unique home and comparable properties for appraisal difficult to find.

The Escrow/Title Company:

71. Fails to notify lender/agents of unsigned or unreturned documents.
72. Fails to obtain information from beneficiaries, lien holders, insurance companies, or lenders in a timely manner.
73. Lets principals leave town without getting all necessary signatures.
74. Loses or incorrectly prepares paperwork.
75. Does not pass on valuable information quickly enough.
76. Does not coordinate well, so that many items can be done simultaneously.
77. Does not bend the rules on small problems.
78. Does not find liens or any title problems until the last minute.

The Appraiser:

79. Is not local and misunderstands the market.
80. Is too busy to complete the appraisal on schedule.
81. No comparable sales are available.
82. Is not on the lender's "approved list."
83. Makes important mistakes on appraisal and brings in value too low.
84. Lender requires a second or "review" appraisal.

Inspectors:

85. Pest inspector too busy to schedule inspection when needed.
86. Pest inspector too picky about condition of property, hoping to create work for themselves.
87. Home inspector not available when needed.
88. Inspection reports alarm buyer and sale is cancelled

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How do We Compare to Other Realtors?

In order to help you choose the most qualified professional to represent you in the sale of your home, here is a list of questions to utilize in gaining a better understanding of his/her credentials and commitment.

	Team Mizrahi	Agent 2	Agent 3
1. Do you work as full-time Realtors?	YES		
2. How many years of experience do you have?	45+ years combined		
3. What areas do you specialize in?	Silicon Valley and Peninsula		
4. Do you belong to an association of Realtors?	YES		
5. How many Realtor meetings do you attend	3 per week		
6. How many assistants do you have?	2		
7. Do you utilize email and the Internet?	YES		
8. How long have you lived in this area?	Over 40 years		
9. What is your ranking in your company?	Top 2% out of 10,500 agents		
10. How often will you communicate with us?	Per agreement		
11. Do you have references from past clients?	YES		

These questions are designed to help you select a qualified agent who is able to assist you with the sale of your home. Please feel free to call us if you have any other questions. We look forward to working with you to achieve your goal.

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References

These are just some of the people that count on me!

Please feel free to call anyone of my clients for references

Ariel & Anat Faigon.....	(650)-964-1232
Paz & Einat Yogev.....	(650)-559-0777
Ilan Krashinsky.....	(408)-378-7938
John & Jackie Gaffney.....	(408)-395-4789
Martin Fenster.....	(408)-867-2797
Mark & Susan Levine.....	(408)-739-4146
Michael & Marina Salzman.....	(408)-867-4252
Prahlad & Rajyalakshmi Venkatapuram.....	(408)-725-8860
Vasu & Usha Subbiah.....	(408)-872-1478
Tom & Laurie Warfel.....	(408)-867-7131
Zahava & Yoram Cedar.....	(650)-397-5150
Elliot & Marcia Lepler.....	(650)-961-6748
Christopher Tsang.....	(650)-954-6935
Matt and Kawai Lai.....	(650)-995-6877
Alexander Ou.....	(650)-963-4823
Kasuen and Clayton Maulden.....	(214)-725-5782
Crystal Yang.....	(650)-387-7227

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