

FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND AGREEMENT
Form 317 (CA)

Property Address: _____

Applicability. This form includes two separate California disclosure requirements:

A. Fire Hardening Disclosure. The fire-hardening disclosure section applies only if: (1) the Property is residential real property containing one to four dwelling units; (2) Seller is required to provide a Transfer Disclosure Statement or manufactured-home transfer disclosure statement; (3) the Property is located in a High or Very High Fire Hazard Severity Zone; and (4) the improvement was constructed before January 1, 2010.

B. Defensible Space Disclosure and Agreement. The defensible-space section applies if: (1) the Property is residential real property containing one to four dwelling units; (2) Seller is required to provide a Transfer Disclosure Statement or manufactured-home transfer disclosure statement; and (3) the Property is located in a High or Very High Fire Hazard Severity Zone.

If a section does not apply, the parties may mark that section "Not Applicable."

1. LEGAL BACKGROUND: California law requires certain sellers of residential property located in a High or Very High Fire Hazard Severity Zone to provide fire-hardening disclosures and/or defensible-space documentation or agreements. This form is intended to assist Seller and Buyer with those disclosure and agreement obligations. The parties should consult appropriate professionals regarding legal, fire-safety, insurance, inspection, or defensible-space compliance questions.

2. FIRE HARDENING STATUTORY NOTICE: This section applies only if Section A of the Applicability section above applies. This home is located in a high or very high fire hazard severity zone, and this home was built before the implementation of the Wildfire Urban Interface building codes which help to fire harden a home. To better protect your home from wildfire, you might need to consider improvements. Information on fire hardening, including current building standards and information on minimum annual vegetation management standards to protect homes from wildfires, can be obtained on the internet website <http://www.readyforwildfire.org>.

3. VULNERABILITY FEATURES: The following features may make the home vulnerable to wildfire and flying embers. The seller shall disclose which of the following listed features, if any, exist on the home of which the seller is aware (**Seller is aware this feature exists: Yes / No**):

Yes | No

- Eave, soffit, or roof vents with openings greater than 1/8 inch or that are not flame- and ember-resistant.
- Roof coverings made of untreated wood shingles or shakes.
- Combustible landscaping or other combustible materials within five feet of the home or under the footprint of an attached deck.
- Single-pane or non-tempered-glass windows.
- Loose or missing bird stopping or roof flashing.
- Rain gutters without metal or noncombustible gutter covers.

Seller's answers are based on Seller's actual awareness as of the date signed. Seller is not required by this form to perform an inspection, but Seller must not conceal known material facts.

Seller Initials [_____] [_____] Buyer Initials [_____] [_____]



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4. LOW-COST RETROFIT DISCLOSURE: For applicable transactions, Seller shall identify which of the following low-cost retrofits, if any, were completed during Seller's ownership of the Property. Seller's answers are based on Seller's actual knowledge and available records. **Completed during Seller's ownership:**

Yes | No

1. Roof replaced with a Class A fire-rated roof.
2. Spaces between roof covering and sheathing blocked with noncombustible materials, also known as bird stops.
3. Noncombustible gutter covers installed on gutters to help prevent accumulation of leaves and debris.
4. Chimney and stovepipe outlets covered with a noncombustible, corrosion-resistant metal mesh screen, also known as a spark arrestor, with openings between 3/8 inch and 1/2 inch.
5. Ember- and flame-resistant vents installed.
6. Gaps greater than 1/8 inch around exposed rafters and blocking caulked or plugged to help prevent ember intrusion into the attic or other enclosed spaces.
7. Weather-stripping installed to gaps greater than 1/8 inch between garage doors and door frames to help prevent ember intrusion.
8. Exterior siding inspected for dry rot, gaps, cracks, and warping; gaps greater than 1/8 inch caulked or plugged; and damaged boards, including dry-rot boards, replaced.
9. Windows replaced with multi-paned windows having at least one pane of tempered glass.
10. Siding or deck materials replaced with compliant noncombustible, ignition-resistant, or other Office of the State Fire Marshal Wildland Urban Interface products.
11. Openings to operable skylights covered with a noncombustible metal mesh screen with openings not exceeding 1/8 inch.
12. A minimum 6-inch metal flashing installed vertically on the exterior wall at the deck-to-wall intersection to protect combustible siding material.

5. HOME HARDENING INSPECTION REPORT: If, pursuant to Section 51182 of the Government Code, the seller has obtained a final inspection report described in that section, the seller shall provide to the buyer a copy of that report or information on where a copy of the report may be obtained.

Seller has obtained such a final inspection report:

- No
- Yes — a copy is attached.
- Yes — a copy is not attached, but Buyer may obtain a copy from:

6. DEFENSIBLE SPACE DISCLOSURE AND AGREEMENT: This section applies only if the Property is residential real property containing one to four dwelling units, Seller is required to provide a transfer disclosure statement or manufactured-home transfer disclosure statement, and the Property is located in a High or Very High Fire Hazard Severity Zone.

Pursuant to California Civil Code section 1102.19, Seller may be required to provide Buyer with documentation stating that the Property is in compliance with Public Resources Code section 4291 or applicable local vegetation-management ordinances. If Seller has not obtained or provided such documentation, Buyer and Seller may be required to enter into a written agreement regarding Buyer's obligation to obtain documentation after Close of Escrow, unless applicable law or local ordinance requires Seller compliance before closing.

Seller Initials [_____] [_____]

Buyer Initials [_____] [_____]



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A. SELLER DOCUMENTATION STATUS

Seller has obtained documentation of defensible-space compliance:

- Yes
- No
- Seller is not aware whether such documentation has been obtained.

If "Yes," Seller provides:

- A copy of the documentation; and/or
- Information on the local agency, governmental entity, or qualified nonprofit entity from which a copy may be obtained.

B. APPLICABLE STATUTORY PATH

If seller has not obtained documentation, the parties identify the applicable condition below:

(1) Local ordinance path. The property is located in a local jurisdiction that has enacted an ordinance requiring an owner of real property to obtain documentation that the property is in compliance with Section 4291 of the Public Resources Code or a local vegetation management ordinance.

(2) No ordinance, inspection available path. The property is located in a local jurisdiction that has not enacted such an ordinance, and a state or local agency, other governmental entity, or qualified nonprofit entity provides an inspection with documentation for the jurisdiction in which the property is located.

(3) Unknown to seller.

C. BUYER AGREEMENT IF SELLER HAS NOT PROVIDED DOCUMENTATION

If seller checked "No" in Section A above, buyer agrees as follows:

If local ordinance path applies. Buyer agrees to comply with the applicable local ordinance after Close of Escrow, unless the ordinance requires Seller compliance before closing.

If no applicable local ordinance requires point-of-sale compliance and an authorized inspection/documentation provider is available, Buyer agrees to obtain documentation of compliance within one year after Close of Escrow.

D. IF SELLER HAS OBTAINED DOCUMENTATION UNDER THE NO-ORDINANCE / INSPECTION-AVAILABLE PATH.

Seller represents that the documentation provided was obtained within the six-month period preceding the date seller entered into the transaction to sell the property.

SOURCE OF DOCUMENTATION / CONTACT INFORMATION

Local agency, governmental entity, or qualified nonprofit entity:

Agency/entity: _____

Address/website/contact: _____

Report/document date: _____

Seller Initials [_____] [_____] Buyer Initials [_____] [_____]



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E. ENFORCEMENT NOTICE

Nothing in this section, including this agreement between seller and buyer, limits the ability of a state or local agency to enforce defensible-space requirements under Government Code section 51182, Public Resources Code section 4291, or other applicable statutes, regulations, and local ordinances.

ACKNOWLEDGMENT

Seller represents that Seller's answers are based on Seller's actual awareness, available records, and documentation in Seller's possession as of the date signed. Buyer acknowledges receipt of this disclosure and any attached or referenced documentation. Buyer and Seller acknowledge that this form does not limit any state or local agency's authority to enforce fire-hardening, defensible-space, vegetation-management, or related requirements.

_____ Seller Signature	_____ Print Name	_____ Date
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_____ Seller Signature	_____ Print Name	_____ Date
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_____ Buyer Signature	_____ Print Name	_____ Date
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_____ Buyer Signature	_____ Print Name	_____ Date
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