



DEMAND TO CLOSE ESCROW

(C.A.R. Form DCE, 10/05)

In accordance with the terms and conditions of the: [] California Residential Purchase Agreement or [] Other _____ ("Agreement"), dated _____, on property known as _____ ("Property"), between _____ ("Buyer"), and _____ ("Seller") with an agreed upon Close Of Escrow date of _____:

1. Seller hereby demands that Buyer close escrow on the Property:

A. [] Within 3 (or [] _____) Days After receipt of this Demand To Close Escrow but no earlier than the agreed upon Close Of Escrow date.

OR

B. [] By _____ (Date), which is at least 3 Days After receipt of this Demand to Close Escrow but no earlier than the agreed upon Close Of Escrow date.

Note To Buyer: If you do not close escrow by the end of the time period specified in this Demand to Close Escrow, and Seller has fully performed, Seller may (i) immediately cancel the Agreement; (ii) bring legal action against you for damages (including but not limited to the deposit); or (iii) bring legal action against you to force you to buy the Property (specific performance).

Seller _____ Date _____ Time _____ [] AM [] PM

Seller _____ Date _____ Time _____ [] AM [] PM

2. Buyer hereby demands that Seller close escrow on the Property:

A. [] Within 3 (or [] _____) Days After receipt of this Demand To Close Escrow, but no earlier than the agreed upon Close Of Escrow date.

OR

B. [] By _____ (Date), which is at least 3 Days After receipt of this Demand to Close Escrow but no earlier than the agreed upon Close Of Escrow date.

Note To Seller: If you do not close escrow by the end of the time period specified in this Demand to Close Escrow, and Buyer has fully performed, Buyer may (i) bring legal action against you for damages because of your breach of contract, (ii) bring legal action against you to force you to sell the Property (specific performance), or (iii) both.

Buyer _____ Date _____ Time _____ [] AM [] PM

Buyer _____ Date _____ Time _____ [] AM [] PM

(_____/_____/_____) (Initials) CONFIRMATION OF RECEIPT: A Copy of this Signed Demand to Close Escrow was personally received by the Buyer or Seller to whom it was sent or that person's authorized agent on _____ (date), at _____ [] AM [] PM.

The copyright laws of the United States (TITLE 17 U.S. Code) forbid the unauthorized reproduction of this form by any means, including facsimile or computerized formats. Copyright © 2005, CALIFORNIA ASSOCIATION OF REALTORS® 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 _____

