



BUYOUT AGREEMENT DISCLOSURE FORM

TENANT PROTECTIONS RELATED TO BUYOUT AGREEMENTS

Under Berkeley Municipal Code Chapter 13.79, a tenant has the following rights when considering whether to accept a landlord's buyout offer:

- 1. The right NOT to enter into a buyout agreement.** The tenant may refuse any buyout offer and the landlord is prohibited from retaliating for refusing the offer.
- 2. The right to consult an attorney.** The tenant has the right to consult with an attorney before deciding whether to accept a buyout offer. This right includes having an attorney review the written buyout offer as well as proposing changes to the agreement before it has been finalized and signed by all the parties.
- 3. A thirty-day right to rescind.** The tenant may rescind the buyout agreement within thirty days after it is fully executed. This means that even after agreeing to the terms of the buyout, a tenant has the right to change his/her mind and cancel the buyout agreement. A landlord can neither negate this right by asking the tenant to waive the right to rescind nor demand that the tenant give an irrevocable written notice of the tenant's intent to vacate the unit.
- 4. The right to contact the Rent Board.** A tenant may consult the Rent Stabilization Board with respect to the buyout agreement and the tenant's rights in general. Moreover, the landlord must file a copy of the completed agreement with the Board between 31 and 60 days from the date the agreement is executed.

The City of Berkeley requires that landlords make relocation payments to their tenants under certain circumstances in which the tenants are displaced or evicted through no fault of their own. These legally-mandated relocation payments are not buyout agreements and do not limit the scope or applicability of buyout agreements in any way.

Tenants and landlords with questions about whether a relocation payment might be required by law and what amount is mandatory may contact the Rent Board for more information. **** Tenants should be aware that a buyout payment may be taxable as income, and they should seek advice from someone qualified to answer questions about possible tax implications. Rent Board staff cannot provide guidance regarding taxes. ****

DECLARATION OF LANDLORD

I verify that I have given a copy of this Buyout Agreement Disclosure Form to the tenant(s).

Signature of Landlord

Date signed

*Landlord must keep a copy of this Buyout Agreement Disclosure Form for at least five (5) years after it has been signed by all parties.

ACKNOWLEDGMENT OF TENANT(S)

I verify that I have received a written Buyout Agreement Disclosure Form.

Signature of Tenant

Date this notice was received

Signature of Tenant

Date this notice was received

Signature of Tenant

Date this notice was received

Tenants seeking advice regarding a buyout agreement that is being offered them by their landlord may contact either the East Bay Community Law Center at (510) 548-4040 or the Eviction Defense Center at (510) 452-4541.