



# CITY OF CULVER CITY

HOUSING PROGRAMS OFFICE

9770 CULVER BOULEVARD, CULVER CITY, CALIFORNIA 90232-0507

(310) 253-5780  
INFO. LINE (310) 253-5781  
FAX (310) 253-5785

TEVIS BARNES

Housing Programs Administrator

## TENANT BUYOUT AGREEMENT DISCLOSURE NOTICE (CCMC Section 15.09.335)

**THIS WRITTEN DISCLOSURE IS REQUIRED BY LAW BEFORE A LANDLORD MAY MAKE A BUYOUT OFFER AND ENTER INTO A BUYOUT AGREEMENT WITH A TENANT. THIS TENANT BUYOUT AGREEMENT DISCLOSURE NOTICE CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS RELATED TO BUYOUT OFFERS AND AGREEMENTS. PLEASE READ THE FOLLOWING CAREFULLY.**

**The right to decline to negotiate or enter into a buyout agreement.** A tenant may refuse to discuss an offer concerning a buyout agreement, and is not required to accept a buyout agreement.

**The right to consult with an attorney.** A tenant has the right to consult an attorney of their choosing before deciding whether to discuss, negotiate, accept or refuse an offer concerning a buyout agreement.

**45-day right to rescind.** A tenant may rescind a buyout agreement for up to forty-five (45) days after the buyout agreement is fully executed (signed by both the landlord and tenant). In order to rescind a buyout agreement, the Tenant must hand-deliver, email, or send by certified mail, return receipt requested, a statement to the Landlord indicating the Tenant has rescinded the buyout agreement.

**The right to information about other buyout agreements.** A tenant may contact the Culver City Housing Division for information about other buyout agreements in the tenant's neighborhood and other relevant information.

Culver City Housing Division  
9770 Culver Boulevard, Second Floor  
Culver City, CA 90232  
(310) 253-5790  
[Rent.Control@CulverCity.org](mailto:Rent.Control@CulverCity.org)

**Invalid buyout agreement.** A buyout agreement is void and of no force or effect if it does not satisfy all of the following requirements:

1. The buyout agreement must be in writing in the tenant's primary language.
2. The landlord must give the tenant a copy of the proposed buyout agreement at least ten (10) business days before it is executed.

3. The following statements must be included in the buyout agreement in bold letters in at least fourteen-point (14 pt) type in close proximity to the space reserved for the tenant's signature:
  - a. "You may cancel this buyout agreement in writing at any time before the forty-fifth (45th) day after all parties have signed this buyout agreement."
  - b. "You have a right not to enter into a buyout agreement."
  - c. "You may choose to consult with an attorney before signing this buyout agreement. The Culver City Housing Division may also have information about other buyout agreements in your neighborhood."
4. The landlord must provide the tenant with a copy of the fully executed buyout agreement.
5. The buyout amount included in the buyout agreement must be no less than the amount of relocation assistance required by CCMC Section 15.09.325.A, which equals three (3) times the greater of tenant's current monthly rent in effect or the Small Area Fair Market Rent established by the U.S. Department of Housing & Urban Development for a comparable unit in the same ZIP code, plus one thousand dollars (\$1,000.00).

**Filing of buyout agreement and this Disclosure Notice.** The landlord must file with the Culver City Housing Division a copy of the executed buyout agreement, along with proof of service to the tenant of this Tenant Buyout Agreement Disclosure Notice, within twenty (20) days after the buyout agreement is fully executed (signed by both the landlord and the tenant).

**RETALIATION AND HARASSMENT ARE PROHIBITED.** A landlord may not retaliate against or harass a tenant for refusing to negotiate a buyout agreement, accept a buyout offer, or enter into a buyout agreement. Retaliatory action against or harassment of a tenant for such actions, or for filing a complaint with the City or exercising any other legal right, is prohibited under California law and the Culver City Tenant Protection Ordinance (CCMC 15.09.340).

For more information regarding landlord and tenant rights and responsibilities under the Culver City Tenant Protection Ordinance, please visit [www.culvercity.org/rent](http://www.culvercity.org/rent) or contact the Culver City Housing Division at [Rent.Control@CulverCity.org](mailto:Rent.Control@CulverCity.org) or (310) 253-5790.

1. Address of the rental unit that is the subject of a buyout offer and buyout agreement:

---

---

---

2. Name of each tenant who is given a buyout offer and who may enter into a buyout agreement at the address listed in Section 1:

---

---

---

---

3. Landlord's name, business name, business email address and business telephone number:

---

---

---

---

**DECLARATION OF LANDLORD:** I hereby declare, under penalty of perjury under the laws of the State of California, that the information provided in this form is true and correct to the best of my knowledge and belief. I hereby verify that I have given a copy of this Tenant Buyout Agreement Disclosure Notice to the tenants listed herein.

Landlord Signature: \_\_\_\_\_ Date signed: \_\_\_\_\_

**ACKNOWLEDGMENT OF TENANT(S):** I verify that I have received a copy of this Tenant Buyout Agreement Disclosure Notice, and have read and understand its contents.

Tenant Signature: \_\_\_\_\_ Date Notice Received: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date Notice Received: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date Notice Received: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date Notice Received: \_\_\_\_\_