



# TENANT BUYOUT AGREEMENT DISCLOSURE NOTICE OF TENANT RIGHTS (HPMC Section § 8-21.7.F)

**THIS WRITTEN DISCLOSURE IS REQUIRED BY LAW BEFORE A LANDLORD CAN 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.**

As a tenant, you have the following rights when considering whether to accept a landlord's buyout offer:

- **Right to NOT enter into a Tenant Buyout Agreement:** A tenant has a right to refuse to enter into a Tenant Buyout Agreement.
- **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.
- **30-day Right to Cancel the Buyout Agreement:** A tenant may cancel a buyout agreement up to thirty (30) days after the buyout agreement is fully executed (signed by both the landlord and tenant). To rescind a buyout agreement, the tenant must notify the landlord through a written statement indicating the tenant has rescinded the buyout agreement. The landlord must be notified in one of the following ways: hand-deliver, email, or send certified mail with a return receipt requested.
- **Right to Information about other Buyout Agreements:** A tenant may contact the City of Huntington Park's Community Development Department for information about other buyout agreements in the tenant's neighborhood.

## The Buyout Agreement Shall:

1. Be in writing in English and the language in which the buyout agreement was negotiated at the landlord's expense.
2. Include the following statements in bold letters in at least 12-point boldface type in proximity to the space reserved for the signature of the tenant:
  - "You may cancel this buyout agreement in writing at any time before the thirtieth (30<sup>th</sup>) day after all parties have signed this buyout agreement."
  - "You have a right not to enter into a buyout agreement."
  - "You may choose to consult with an attorney before signing this buyout agreement. The City of Huntington Park Community Development Department may also have information about other buyout agreements in your neighborhood."
  - The form must include the amount of relocation fees required under subsection (d) of Section 8-21.7;

**A TENANT BUYOUT AGREEMENT THAT DOES NOT SATISFY ALL THE REQUIREMENTS LISTED ABOVE SHALL BE VOID AND UNENFORCEABLE AGAINST THE TENANT.**

## Instructions to Landlord/Property Owner for Filing of Buyout Agreement and this Disclosure Notice:

If the tenant chooses to enter a buyout agreement, the landlord must provide the tenant a copy of the fully executed agreement within ten (10) days of the execution. The landlord must also file with the Community Development Department (CDD) a copy of the executed buyout agreement, along with this Tenant Buyout Agreement Disclosure Notice, within ten (10) days after the buyout agreement is fully executed (signed by both the landlord and the tenant). It can be submitted to the CDD by the rent registration portal or by email to City of Huntington Park, Community Development Department—6550 Miles Ave., Huntington Park, CA 90255, or by email to [rso@hpca.gov](mailto:rso@hpca.gov). Email submissions shall have the subject line titled "Tenant Buyout Agreement Disclosure Notice of Tenant Rights\_Last Name\_Property Address."

## 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 HPMC § 8-21.7.G.

## Rental Property Information:

10 Digit APN: \_\_\_\_\_

Property Address: \_\_\_\_\_

## Property Owner Contact Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

DBA, if applicable: \_\_\_\_\_

Percent of ownership/interest in registered property: \_\_\_\_\_

**Property Manager or Authorized Representative Contact Information (if applicable):**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Tenant(s) Information on Rental Agreement:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**\*\*Note:** Each tenant must be provided a copy of Tenant Buyout Agreement Disclosure Notice Form.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Declaration of Landlord/Property Manager or Authorized Representative:**

By signing this document, I acknowledge that I have read HPMC Section § 8-21.7. along with this Disclosure Notice.

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.

Name (Printed): \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Acknowledgment of Tenant(s):**

I/we verify that I/we have received a copy of all 3 pages of this Tenant Buyout Agreement Disclosure Notice and have read and understood its contents.

Name (Printed): \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date Notice Received: \_\_\_\_\_

**\*\*REMEMBER TO SUBMIT A COPY THE TENANT BUYOUT AGREEMENT AND DISCLOSURE NOTICE AS INSTRUCTED ABOVE.**

For more information regarding landlord and tenant rights and responsibilities under the City of Huntington Park Tenant Protection Ordinance, please contact the Housing Division at 323-584-6392 or via email at [RSO@hpca.gov](mailto:RSO@hpca.gov).