

August 12, 2025

Submitted to:

John Doe
5431 Nowhere St. .
Oakland, CA

Dear Mr. Doe,

We [created a video](#) that explains how this proposal is best understood. We think it is best to start there.

We have also included this written proposal with graphics, a plan that shows you where the retrofit components may be installed, a cost estimate, along with a link or [urls](#) to specific web pages and videos you can enter into any browser to learn more about the topics. We want you to know exactly what we plan on doing and what you can expect to receive for your money.

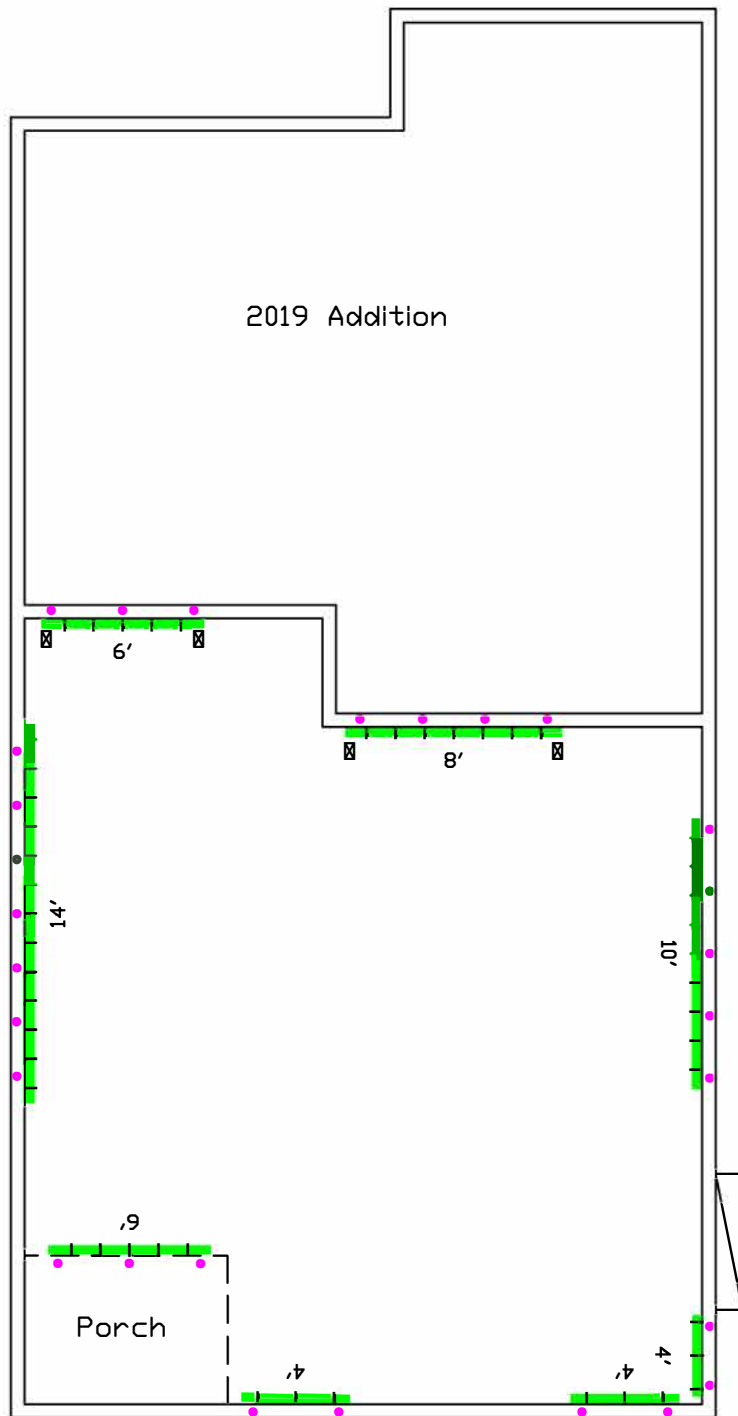
As discussed during my inspection this proposal **IS NOT INTENDED FOR EBB**. If you would like to use EBB you will need to work with an engineer as you have cripple walls over 4 feet in height. The plan attached is for a Voluntary Retrofit not for EBB.

If you wish to proceed with the work, first please fill out the Terms and Signature page, then, write in the dollar amount of the contract, and finally, sign and date it. You can then mail, fax, or scan and email it to us.

Sincerely,

Jason McDonald

Jason McDonald
Field Supervisor
O: 510-548-1111



Design and actual placement of bolts, plywood panels and other hardware may vary depending on existing site conditions.

Legend

- bolt
- new plywood
- | shear transfer tie
- ⊠ hold down

John Doe
5421 NoWhere St
Ave. Oakland, CA



Bay Area Retrofit

Seismic Retrofit Contractor
(510)548-1111



General principles

[This video and webpage](http://www.bayarearetrofit.com/earthquake-retrofitting); www.bayarearetrofit.com/earthquake-retrofitting discusses everything you will need to know about cripple wall retrofits on a general scale depending on how much information you want. The type of hardware and retrofit techniques we use vary considerably from house to house and what you see in this proposal may not be exactly what we do. We train our technicians' carefully in seismic engineering principles so they know what to do no matter what they find.

Foundation Bolts

[This video and webpage](http://www.bayarearetrofit.com/foundation-bolting); www.bayarearetrofit.com/foundation-bolting discusses foundation bolts.

We must bolt the mudsill (piece of wood sitting directly on top of the foundation) to the foundation. The bolts we use have been tested and approved for retrofit applications in International Code Council Evaluation Report 2302.

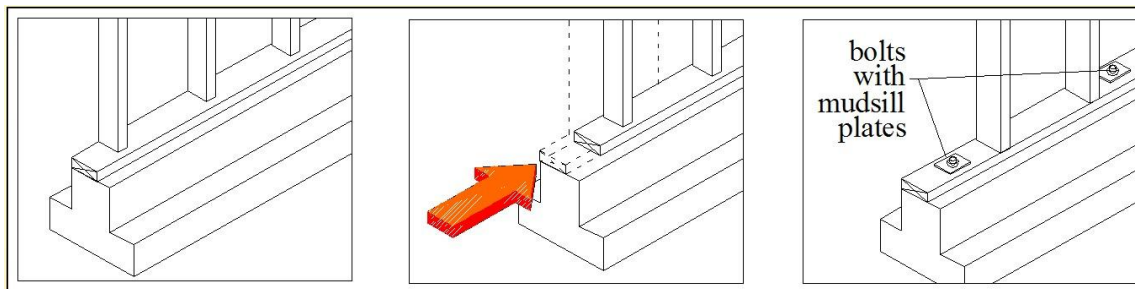


Diagram: Bolts prevent the bottom of the cripple wall from sliding off the mudsill.

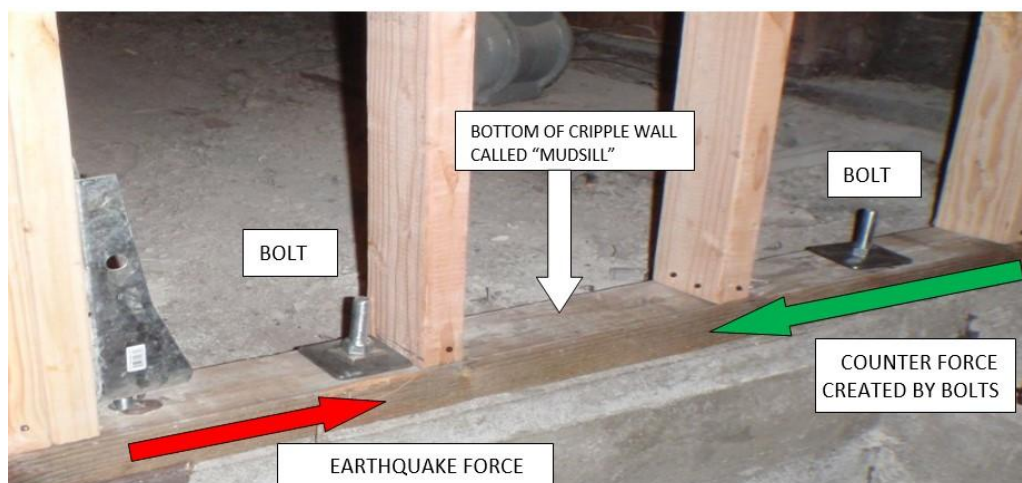


Photo: Cripple wall resists movement because of bolt counterforce.

Mudsill Plates

[The video and webpage; www.bayarearetrofit.com/mudsill-plates](http://www.bayarearetrofit.com/mudsill-plates) discusses mudsill plates.

To my knowledge, we are the only company in the country who uses this highly specialized type of hardware. Tests have shown Mudsill Plates can increase the strength of a bolt by 59%. Your retrofit includes installation of mudsill plates on all new bolts.



Photo: Teeth on mudsill plate prevent mudsill from splitting.

Plate Washers

[This video and webpage; www.bayarearetrofit.com/plate-washers](http://www.bayarearetrofit.com/plate-washers) discusses plate washers.

Plate washers prevent cross-grain bending damage. Your retrofit includes plate washers on all new bolts.

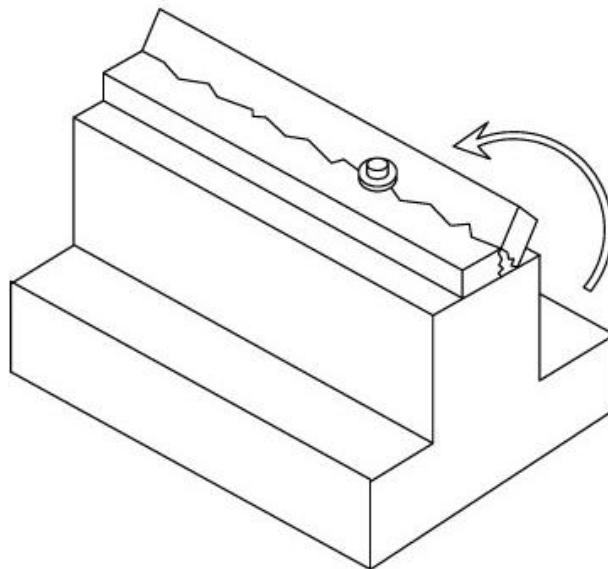


Figure: Cross-grain bending (splitting). Wood has practically no ability to resist cross grain bending.



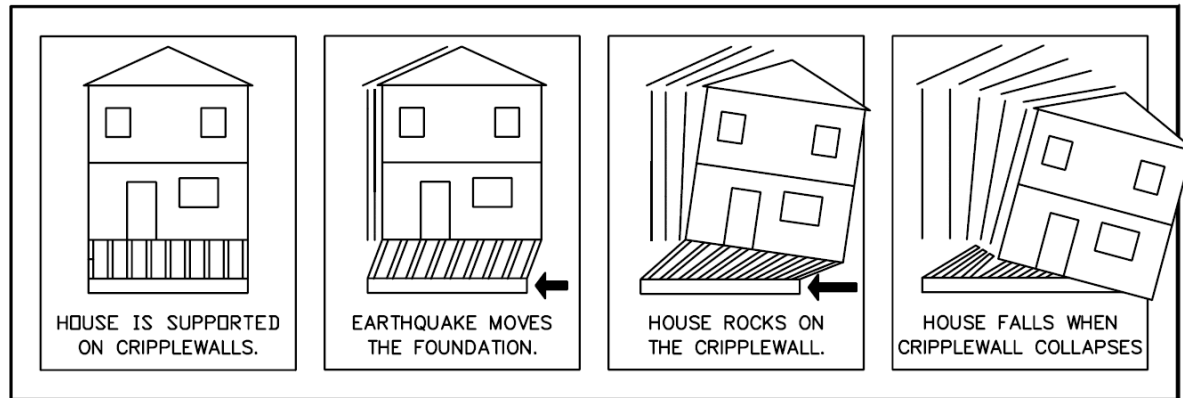
Photo: Cross-grain bending damage to mudsill in a testing laboratory.



Photo: A square washer absorbs movement (converting it into an upward pull on the plate) and acts to prevent splitting of the mudsill.

Install Plywood on Cripple Walls

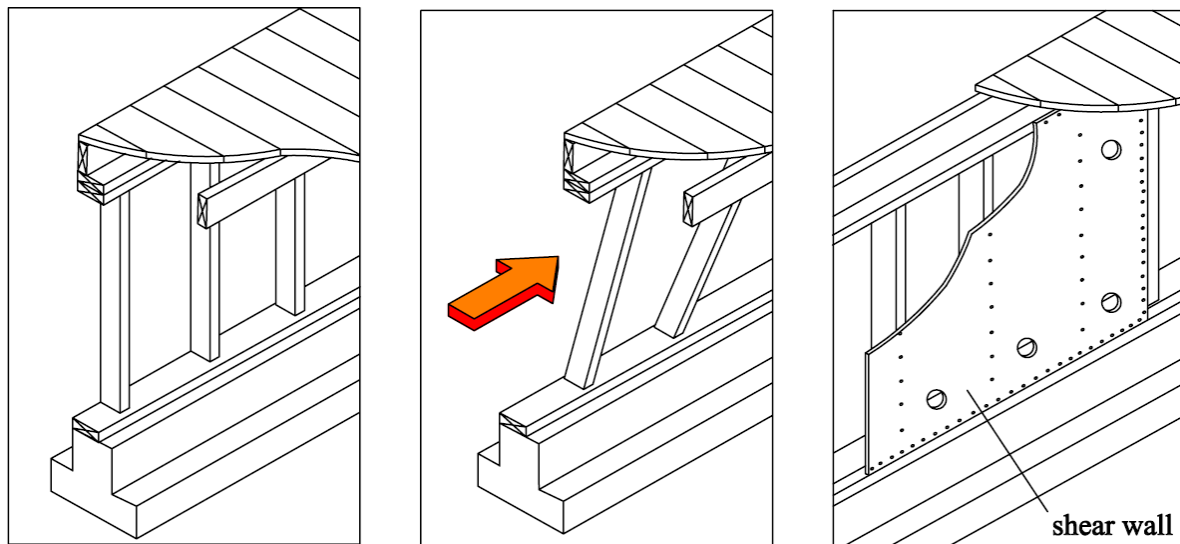
The diagrams below show what happens when a cripple wall collapses:



UNBRACED CRIPPLEWALL FAILURE

Diagram: Cripple wall collapse.

The diagram below illustrates how plywood prevents this from happening. The plywood we use has been tested by American Plywood Association Laboratories and is the best grade available for high performance shear walls.



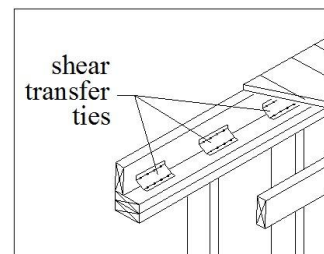
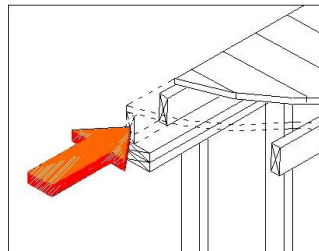
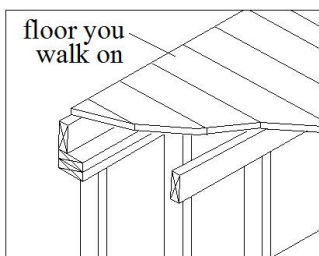
Movement prevented by plywood shear panels.



Everything you could possibly want to know about plywood is on [this webpage](http://www.bayarearetrofit.com/plywood-shear-walls); www.bayarearetrofit.com/plywood-shear-walls

Shear Transfer Ties

In order to complete the cripple-wall-to-shear-wall conversion process, we will connect the bolted and plywood braced cripple walls to the floor with steel known as shear transfer ties. We only install laboratory tested shear transfer ties.



Movement prevented by shear transfer ties.

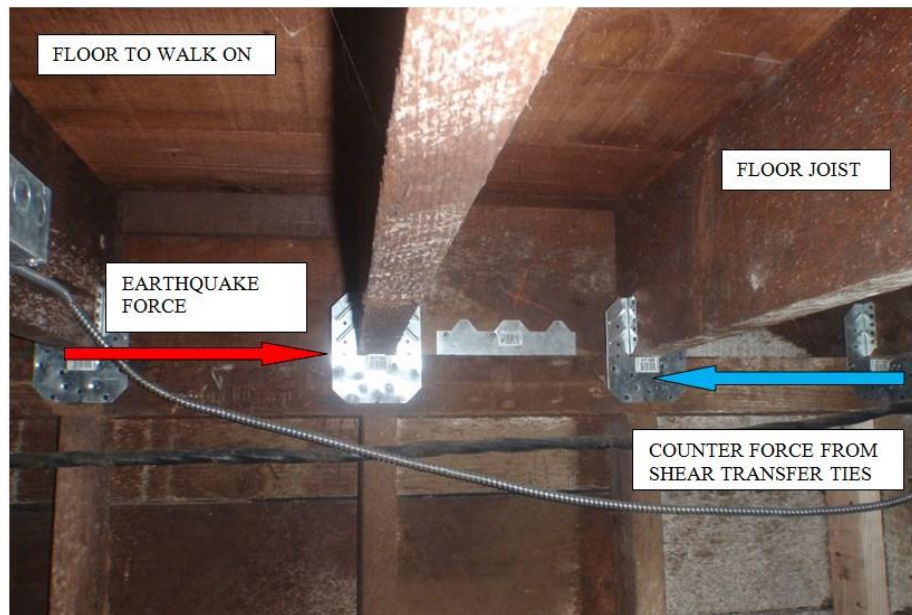


Photo: Two of the many shear transfer ties we use.

Hold Downs

[This video and webpage](http://www.bayarearetrofit.com/shear-wall-overturning); www.bayarearetrofit.com/shear-wall-overturning discusses hold downs.

Sometimes shear walls need hold downs to resist overturning (tipping over). We will install hold-downs on all shear walls that need to resist overturning.

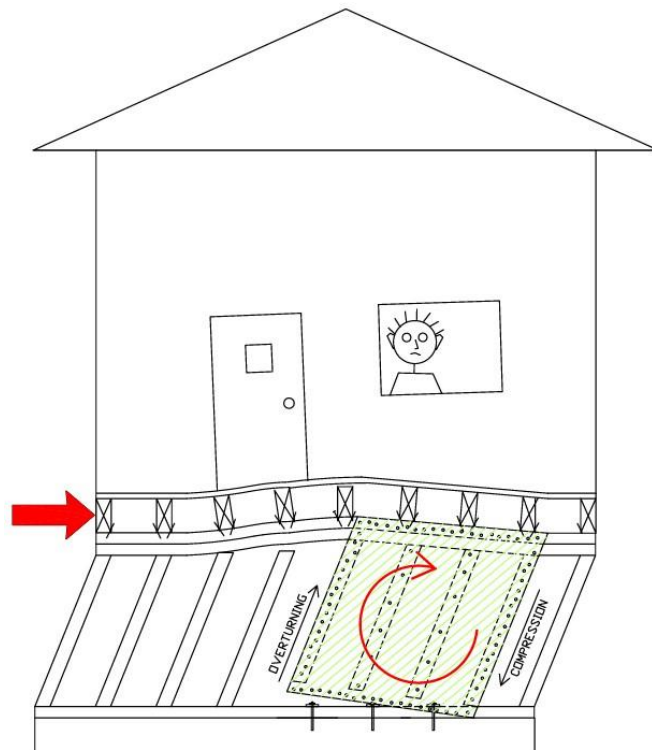


Diagram: Earthquake force is overturning the shear wall tearing the plywood at base.

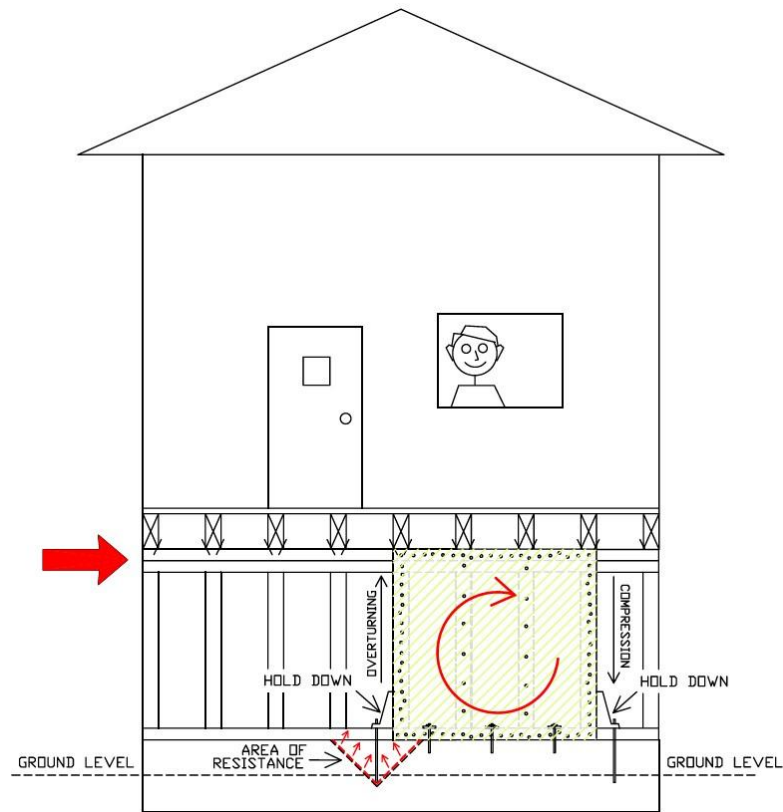


Diagram: Hold-downs resist overturning on each side of the wall.

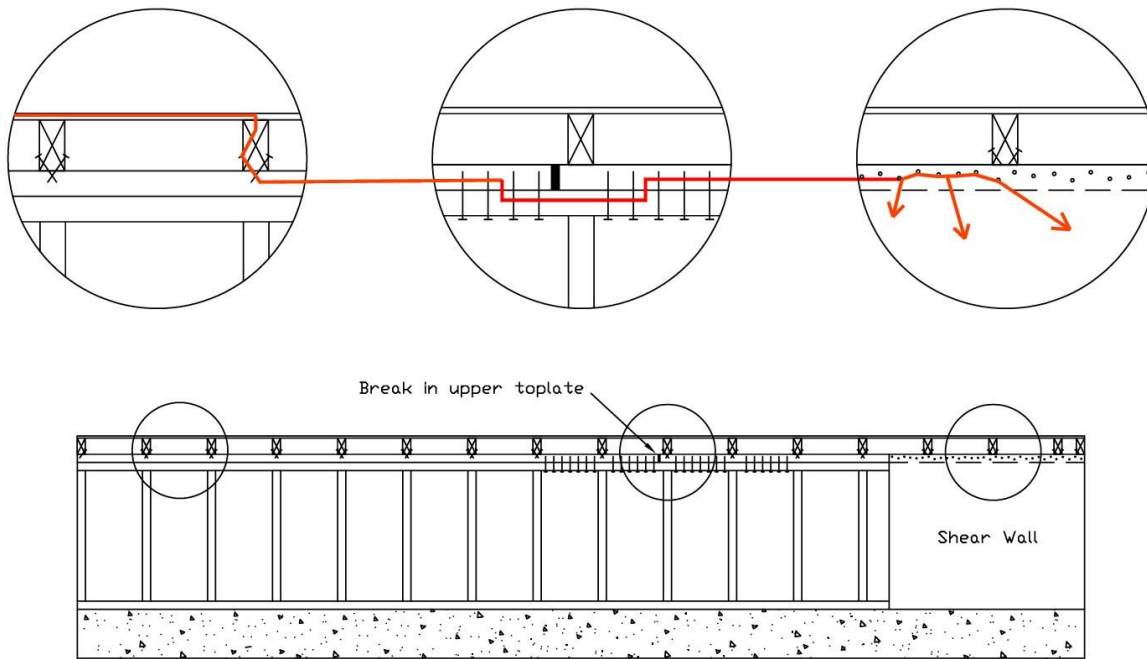


Photo: Overturning force pulling on hold down which is firmly attached to the foundation.

Top Plates and Cripple Wall Retrofits

This [video and webpage](http://www.bayarearetrofit.com/top-plates-cripple-wall-retrofits); www.bayarearetrofit.com/top-plates-cripple-wall-retrofits discusses top plates.

The horizontal two by fours at the top of the cripple walls (known as top plates) are not connected. They tend to separate where not connected together. We will connect the top plates with either nails or steel to create a continuity tie.



Lag Bolts Shear Transfer Ties

This [video and webpage](http://www.bayarearetrofit.com/cripple-wall-floor-connectors); www.bayarearetrofit.com/cripple-wall-floor-connectors discusses lag bolt shear transfer ties.

Attach the shear walls to the floor with non-invasive lag bolt shear transfer ties.

Documentation and the Building Department

We charge \$350.00 for the time it takes to fill out all the forms, process a permit application, stand in line at the building department, submit the plans for review and meet with a plan checker, and answer questions they may have, and revise plans if/as needed.

Construction Cost: \$14,906.00
Plus \$350.00 permit processing fee
in addition to fees noted below and/or required by the City.

Placement of retrofit components and methodology may vary depending on existing site conditions.

Mandatory additional fees/costs required to obtain permit.

Permit processing fee	\$350 (as noted above)
Building Department Plan check fee	\$100-700
Permit fee	\$300-1000
Drafting Structural Plans	\$500
Meeting with city inspectors	<u>\$200</u>
Total:	~\$2,000

Sometimes additional fees are triggered by a permit:

Special Inspection fees paid to third-party inspection company/engineer-of-record; \$500-700/ea (typically 2-3 per job). We charge \$250 each inspection. This pays for coordination with the special inspection company, coordinating with inspector and following up on any changes/revisions as directed from inspection/testing.

(2) Special inspections: \$1,000-\$1,400

(2) Special inspection processing \$500

Total ~\$1,500-\$1,900

This proposal and the permit will be your sole documentation and no photographs will be provided. Permit will be sent upon receipt of payment.

Otherwise, this proposal and photographs will be your documentation. When you sell your house private home inspectors are especially interested in photographs. Photos will be sent upon receipt of payment.

RETROFIT ESTIMATE

Bay Area Retrofit
427 San Pablo Avenue
Albany, CA 94706
CSLB# B558462

Reference # 2508122

Name/Address

Date 08/14/25

ANTHONY SPERBER
5421 SHAFTER AVE
OAKLAND, CA 94618

Description of Services	Qty	Total
-----	-----	-----
INSTALL BOLTS WITH MUDSILL PLATE & BEARING PLATE WASHERS	28	2240.00
INSTALL PLYWOOD LESS 4 FT IN HEIGHT	42	3696.00
INSTALL PLYWOOD MORE THAN 4 FT IN HEIGHT	14	2170.00
INSTALL HOLDDOWN	4	800.00
INSTALL NEW WALL FRAMING PER LINEAR FOOT	6	480.00
INSTALL SHEAR TRANSFER TIES	48	1920.00
INSTALL NEW FOUNDATION/FOOTING SEGMENTS	6	3600.00
-----	-----	-----
	Total	14906.00

Above price is based on the approximate amount of plywood, hardware and labor determined necessary at the time of inspection and reflects the total bid amount. If significant changes are found to be necessary, homeowner will be notified of the changes before work is done.

See Terms and Signature page.

Smoke and Carbon Monoxide Detectors

***As of July 1, 2011 California State law REQUIRES both smoke detectors and carbon monoxide detectors installed in your home.

Please indicate on the terms and signatures page if you have one smoke detector inside each bedroom, in the hallway outside the bedrooms, on each additional floor in a common area, and in the basement. You will also need a carbon monoxide detector installed outside each sleeping area in the immediate vicinity of the bedrooms, on each additional story, and in the basement. If they are missing, please install them or the Building Department will not give final approval of your retrofit.

If fire safety is a concern of yours, one common approach is to install a gas shut off valve. We have found the company Quake Prepare at QuakePrepare.com to be a reliable and cost-effective company.

S C H E D U L I N G

Please note that as of **the date of this proposal we are booked into **October 2025**, so if you decide to accept the proposal a projected start could be approximately 8 - 16 weeks from the time we receive your completed and signed Terms & Signature page. We will not be able to provide a start DAY until a week or so before your projected start WEEK.**

Please also note that upon receipt of Signature page it can take a few weeks to update the overall job schedule and incorporate your particular project into it, as what is projected several weeks ahead is rarely exactly what happens several weeks later. There are often projects that move up/down based on factors that are beyond our control. If a project has to move back, we may call the next person and ask if they can move UP, if you can it is appreciated, if you cannot that is fine too and we will check with next in line after you.

Thank you for your understanding and patience!

Local, State, or Federal Programs

If you are enrolled in either the City of Berkeley Transfer Tax Rebate (TTR) or El Cerrito RPTT program please fill in the info below.

Program Name:

Approval Date:

1 Year Deadline Date (TTR/RPTT):

Terms and Signature Page

* If you would like to proceed, please fill out this Terms and Signature Page and input the dollar amount of the contract and return it to office@bayarearetrofit.com , or via fax 510.704.4408, or USPS to 427 San Pablo Ave., Albany, CA 94706

This proposal is not intended to follow or meet requirements for any state or City programs.

Initial

* To complete the permit process, I may need to meet the inspector for the final inspection so he/she can look at the required smoke detectors. I understand I will need to be home available for an hour before and after slated inspection time (if known), or possibly for entire work day (8a-5p) if unknown. **Initial**

*I understand Smoke Detectors and Carbon Monoxide Detectors MUST be in place prior to the final inspection. Bay Area Retrofit does not install Smoke or CO Detectors **Initial**

If I get a permit, I will need to have these detectors to meet City building department requirements. **Initial**

* If necessary to access work areas, I will give contractor access to inside of house to install these detectors during work hours

Initial

* If unexpected problems arise such as dry rot, termite damage, etc are exposed during the course of the work I understand such repair work will need to be done before we can complete our job. This work can be done by us or others under a separate contract. Our rate is \$90 an hour. **Initial**

* Contractor warrants that the services will at a minimum be performed in a timely, competent and professional manner by qualified personnel possessing all relevant certifications. Project will be done with permits if requested and urges you to procure a permit. Contractor will at all times keep his license in effect, and will maintain both workers' compensation and liability insurance. The work shall be done using generally accepted industry standards and give preference to materials that have been tested by independent testing laboratories. Design shall conform or exceed standards generally accepted in the industry.

* Contractor not responsible for incidental damage that may occur which is caused by existing conditions such as previous poor workmanship or deterioration of other components of the house such as cracking of plaster, popping out of drywall nails on walls adjacent to work areas, pipes that are severely rusted and break while being moved out of the way, etc. It is extremely uncommon for this sort of thing to happen but we want it clear that we cannot be responsible for the structural integrity of the rest of the house. When alarm wires are strewn on the ground under the house, or even attached to floor joists/beams, contractor and his employees shall be careful when working around them but shall not be held responsible if wires are pulled from their triggers or otherwise damaged in the normal course of this work.

* I will remove personal property from work areas.

Initial

* I understand the type of hardware, quantities, linear footage of plywood etc may vary slightly depending on existing site conditions

Initial

* Contractor hereby disclaims any express or implied warranties that the seismically strengthened building will be able to withstand an earthquake without damage to its structure or contents. **Initial**

* If "Tear out of existing wall/ceiling material" is listed on estimate, I understand that this proposal EXCLUDES installation of sheetrock over new plywood unless otherwise specified on estimate **Initial**

*Please remove any shelving or personal property from the walls where we will be working before, we arrive. If we must remove shelving or personal property you will be responsible for putting it back. We try to be careful when removing shelving or personal property but cannot guarantee it will not be broken or even destroyed upon removal. By initialing here, I am releasing Bay Area Retrofit from any liability concerning removal of shelving or personal property or what is done with it after it is removed. **Initial**

Payment:

Full payment is due upon completion of work, regardless of rebate funds status or receipt of photos (this can take a few weeks). Payable by: cash, check, or credit card plus 3% service charge. Unless arrangements are made, invoices not paid within 7 days of receipt of invoice are deemed past due and will accrue fees at rate of 2% per month.

Acceptance:

I have read and understand the information above, initialed where listed, and hereby accept this proposal for the amount of \$_____. The specifications, prices, and conditions outlined in this proposal are satisfactory. I authorize Bay Area Retrofit to complete this contract.

I desire a permit and will pay a \$350.00 handling fee plus any City permit costs/fees.

Initial

I do not need/already have, a permit

Initial

This proposal is not intended to follow or meet requirements for any State or City retrofit program, unless otherwise specifically noted.

Initial

Signature_____Date_____

Print Name_____E-mail_____

JOB SITE_____

Address_____

Phone_____

Professional Highlights

[Vice Chair](#) of a seismic retrofit building code committee.

Co-author of [Standard Plan A](#) used by the California Earthquake Authority as well as building departments all over the Bay Area.

Course Instructor: "[Principles and Practice of Earthquake Retrofitting](#)" 2014 presented by the Association of Bay Area Governments.

Author of article "[Seismic Retrofit for Cripple Walls](#)", The Journal of Light Construction. April 2006.

Featured expert "[The Hayward Fault. Predictable Peril.](#)" KQED, Channel 9.

Contributing Contractor "[California Works to Prepare for the Big One](#)", PBS News Hour. This is a compilation of both the "The Hayward Fault. Predictable Peril" and the NewsHour documentaries.

Featured Expert in the "[S.F. Homeowners Need To Be Ready](#)" in the S.F. Chronicle

Source for this article in the [New York Times](#)

Guest Lecturer "[Retrofit Principles and Practice for the Home Inspection Industry](#)" Sponsored by the Golden Gate Chapter of the American Society of Home Inspectors.

Keynote speaker "[The Preservation of Historical Wood-Framed Buildings](#)" Sponsored by The City of Victoria Heritage Foundation in British Columbia.

Mayoral Appointee to the Berkeley Disaster Commission as a [seismic retrofit expert](#).

Guest Lecturer: "[Retrofit Principles and Practice for the Canadian Home Inspection Industry](#)," sponsored by the Canadian Association of Home and Property Inspectors.

Primary source for an article in the [The Mercury News](#) on Soft Story Retrofitting.

Featured contractor in "[The Danger Beneath](#)" in the East Bay Express

Residential Damage Inspector, FEMA. 1989-1994.

Professional Affiliations

Member Associations

- [Earthquake Engineering Research Institute](#)
- [Structural Engineers Association of Northern California](#)

Publications

- Author, “[Seismic Retrofit for Cripple Walls](#).” *The Journal of Light Construction*. April, 2006 (you will receive a virus warning; there are no viruses).
- Contributor, [Wood-Framed Shear Wall Construction: An Illustrated Guide](#). Authored by Thor Matteson, structural engineer. The International Code Council, 2010.
- Co-Author, “[Retrofit Mudsill Anchorage Systems](#).” Co-author with Allen Wendy, Engineer for Simpson Strong Tie, 2007.
- Co-Author, “[Standard Plan A, Residential Seismic Strengthening Plan](#).” Part of a team that created the Bay Area’s retrofit guidelines. The International Code Council, 2005.

If you need to cancel after 3 days, but before the start of the project, please contact us so we can adjust accordingly, but we are legally supposed to put the following official forms in our proposals.

Notice of Three-Day Right to Cancel

Date of Transaction: ____/____/____

You, the buyer, have the right to cancel this contract within three business days. You may cancel by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of the Notice of Cancellation, or any other written notice to:

Contractor Name: Bay Area Retrofit

Address: 427 San Pablo Avenue

City: Albany, State: CA Zip: 94706

not later than midnight of (Date) ____/____/____

California Business and Professions Code Section § 7159 requires that this form be signed and dated when the contract is signed.

My signature below acknowledges receipt of this Notice of Three-Day Right to Cancel and two copies of the form Notice of Cancellation.

Signature of Owner

_____/_____/____

Date

Notice of Cancellation (California Business & Professions Code § 7159)

Date the contract was signed: (Date) ____/____/____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract."

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to:

Contractor Name: Bay Area Retrofit

Address: 427 San Pablo Avenue

City: Albany, State: CA Zip: 94706

Any cancellation must occur no later than midnight of

(Date) ____/____/____.

I hereby cancel this transaction:

Date of cancellation (Date) ____/____/____

Signature of Buyer

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Date the contract was signed: (Date) ____/____/____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract."

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Address: 427 San Pablo Avenue

City: Albany, State: CA Zip: 94706

Any cancellation must occur no later than midnight of

(Date) ____/____/____.

I hereby cancel this transaction:

Date of cancellation (Date) ____/____/____

Signature of Buyer

NOTICE OF RIGHT TO CANCEL UNDER REGULATION Z

To: Owner

Re: Your right to cancel Project

You are entering into a transaction that will result in a security interest being placed on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) The date of the transaction, which is ____/____/____ or,
- (2) The date you receive your Truth in Lending disclosures, or
- (3) The date you receive this notice of your right to cancel.

If you cancel this transaction, the security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest on your home has been cancelled, and we must return to you any money or property you have given us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

Contractor Name: Bay Area Retrofit

Address: 427 San Pablo Avenue

City: Albany, State: CA Zip: 94706

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of

_____ (midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

_____ / ____ / ____

Signature

Date

See the next page for important information about what happens if this agreement is cancelled.

Notice Required by 12 Code of Federal Regulation Section 226.15(d), Effects of Rescission

- (1) When a consumer rescinds a transaction, the security interest giving rise to the right of rescission becomes void, and the consumer shall not be liable for any amount, including any finance charge.
- (2) Within 20 calendar days after receipt of a notice of rescission, the creditor shall return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest.
- (3) If the creditor has delivered any money or property, the consumer may retain possession until the creditor has met its obligation under paragraph (d)(2) of this section. When the creditor has complied with that paragraph, the consumer shall tender the money or property to the creditor or, where the latter would be impracticable or inequitable, tender its reasonable value. At the consumer's option, tender of property may be made at the location of the property or at the consumer's residence. Tender of money must be made at the creditor's designated place of business. If the creditor does not take possession of the money or property within 20 calendar days after the consumer's tender, the consumer may keep it without further obligation.

NOTICE OF RIGHT TO CANCEL UNDER REGULATION Z

To: Owner

Re: Your right to cancel Project

You are entering into a transaction that will result in a security interest being placed on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

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Signature

Date

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Notice Required by 12 Code of Federal Regulation Section 226.15(d), Effects of rescission

(1) When a consumer rescinds a transaction, the security interest giving rise to the right of rescission becomes void, and the consumer shall not be liable for any amount, including any finance charge.

(2) Within 20 calendar days after receipt of a notice of rescission, the creditor shall return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest.

(3) If the creditor has delivered any money or property, the consumer may retain possession until the creditor has met its obligation under paragraph (d)(2) of this section. When the creditor has complied with that paragraph, the consumer shall tender the money or property to the creditor or, where the latter would be impracticable or inequitable, tender its reasonable value. At the consumer's option, tender of property may be made at the location of the property or at the consumer's residence. Tender of money must be made at the creditor's designated place of business. If the creditor does not take possession of the money or property within 20 calendar days after the consumer's tender, the consumer may keep it without further obligation.