



# HOMESSELLER GUIDE

GILBERT

GOODYEAR

LAKE HAVASU  
CITY

PARADISE  
VALLEY

PEORIA

PRESCOTT

SCOTTSDALE

SURPRISE

*Let's Roc*





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# KEY PROFESSIONALS

## *Involved in Your Transaction*

### **REAL ESTATE AGENT**

Licensed by the state to represent parties in the transfer of property.

### **HOME INSPECTOR**

Objectively and independently provides a comprehensive analysis of a home's major systems and components.

### **LOAN OFFICER**

A representative of a bank or other financial institution. They help customers identify their borrowing options and help them understand the terms of their loan.

### **APPRAISER**

Works on behalf of a lender and provides a market analysis of the subject property. An appraiser's finding is subjective and combined with market findings of sold properties within the surrounding neighborhood.

### **INSURANCE AGENT**

Helps a homebuyer determine the homeowner's protection coverage needed and then finds the right insurance policy to fit those needs.

### **REAL ESTATE ATTORNEY**

Can give advice on all legal aspects of the real estate transaction. Additionally, they are able to draft and review contracts, help decide how to take title and assist with the closing process. In some states, real estate closings can only be conducted by attorneys.

### **ESCROW/CLOSING OFFICER**

A non-biased third party who works with all participants to facilitate a successful closing of a real estate transaction. At closing, the closing officer will collect the purchase money funds from the buyer and lender as well as the settlement costs from each party. They disburse the funds in accordance with the closing documents and record the necessary documents to transfer ownership of the property.

### **CLOSING/SETTLEMENT/TITLE AGENT**

Performs title searches to ensure a clear title so a title insurance policy can be issued. In some states, they facilitate the transfer of real estate.





# *The Advantages* **OF USING A REALTOR®**

## **EXPERIENCE AND EDUCATION**

You don't need to know everything about buying and selling real estate if you hire a real estate professional who does. Henry Ford once said that when you hire people who are smarter than you are, it proves you are smarter than they are. The trick is to find the right person. For the most part, all REALTORS® cost the same. So why not hire a professional to represent you in one of the largest purchases in your life!

## **INTERMEDIARY**

REALTORS® act as a buffer. If you're a buyer of new homes, your REALTOR® will protect you from the builder's agents, preventing them from biting or nipping at your heels. If you're a seller, your REALTOR® will screen all those phone calls from lookie loos that lead to nowhere and try to induce serious buyers to write an offer immediately.

## **NEIGHBORHOOD KNOWLEDGE**

REALTORS® either possess extensive knowledge or they know where to find the industry buzz about your neighborhood. They can identify comparable sales and relay these facts to you, in addition to pointing you in the direction where you can find more data on schools, crime or demographics. For example, you may know that a home down the street was on the market for \$450,000, but a REALTOR® will know it had upgrades and sold at \$385,000 after 75 days on the market and after twice falling out of escrow.

## **PRICING**

Contrary to what some people believe, REALTORS® do not select prices for sellers or buyers. REALTORS® have valuable knowledge on local market conditions and will help you price your property realistically and fairly. Data such as the average per square foot cost of similar homes, median and average sales prices, average days on market and ratios of list-to-sold prices, among other criteria, will have a huge bearing on what you ultimately decide to do. A REALTOR® will also help you from overpaying for a property when buying.

## **NEGOTIATIONS AND CONFIDENTIALITY**

Top producing REALTORS® negotiate well because, unlike most buyers and sellers, they can remove themselves from the emotional aspects of the transaction. It's part of their job description. Good REALTORS® are mediators, delivering buyer's offers to sellers and vice versa. They are professionals who are trained to present their client's case in the best light and agree to hold client information confidential from competing interests.

## **CLOSING OR SETTLEMENT**

Today's purchase agreements run ten pages or more. Plus, the federal- and statemandated disclosures or disclosures dictated by local customs. Your REALTOR® will guide you through the complexity of paperwork that ensues during a home sale or purchase. They will also monitor your transaction while in escrow and handle any problems that may arise.

## **PROFESSIONALISM**

Think of your REALTOR® as a trained professional who has the ability to represent you in a very complex transaction! In addition REALTORS® adhere to a strict code of ethics and are held to a higher standard.



# QUICK REFERENCE

Escrow #	
New Address	
City/State/Zip	

Complete the following information as it becomes available.  
**IMPORTANT:** Do not cancel your home insurance or disconnect utilities prior to the close of escrow.

REAL ESTATE AGENT	
Name	
Team Members	
Company	
Address	
City/State/Zip	
Phone #	
Cell #	
Fax #	
Email	
Website	

LENDER	
Name	
Team Members	
Company	
Address	
City/State/Zip	
Phone #	
Cell #	
Fax #	
Email	
Website	

CLOSING AGENT OR ATTORNEY	
Name	
Phone #	
Fax #	
Email	

Assistant	
Phone #	
Email	
Address	
City/State/Zip	

HOME INSURANCE	
Current Agent	
Phone #	
Policy #	
<b>END</b> Date	

New Agent	
Phone #	
Policy #	
<b>START</b> Date	
Home Warranty	
Plan #	
Policy #	

PHONE SERVICE	
Company	
Phone #	
Account #	
New Phone #	
Activation Date	

SERVICE	COMPANY	PHONE #	ACCOUNT #	ACTIVATION DATE
Internet				
Cable/Satellite				
Gas				
Electric				



What is A

# COMPARATIVE MARKET ANALYSIS?

REAL TORS® perform a comparative market analysis or CMA for their clients to help them determine a price to list when selling a home or a price to offer when buying a home.

The goal is to find homes in your immediate area that are most like yours. This enables your REALTOR® to more accurately predict what buyers will pay for your home.

For instance, if you live in a 2,000-square-foot home with three bedrooms, your agent won't pull a list of 3,000-square-foot homes with four bedrooms.

Why? Because that wouldn't be a fair comparison.

Likewise, a home that's just like yours but located in a highly desirable school district across town also doesn't get you any closer to your home's market value.

A good CMA can tell you:

- **What homes like yours are actually selling for**
- **How long it's taking for them to sell**
- **What their sale prices were in relation to their list prices**  
*(the difference between what people actually got for their house and what they asked for).*

## PRICE IS EVERYTHING!

If you overprice your home, you cut out potential buyers. Market value is simply what a buyer is willing to pay.

# GET YOUR HOME SHOW READY

## *A Home Seller's Checklist*

### INTERIOR

#### Clean:

- Doors
- Windows
- Light switches
- Baseboards

- Chair rails
- Carpets
- Draperies

#### Paint:

- Paint/repaint rooms in neutral colors as needed

#### Other tasks:

- Remove/pull back dark curtains
- Lubricate squeaky door hinges
- Clean ceiling fans
- Check for cobwebs in all corners

- Fix scratches in wooden floors
- Repair/replace broken flooring
- Use area rugs, if needed
- Empty wastebaskets
- Make beds
- Fluff or replace accent pillows

### KITCHEN

- Keep dishes and food out of sight
- Clean appliances

- Sweep/Mop
- Clean light fixtures
- Test electrical outlets

- Eliminate cooking odors
- Deodorize garbage disposal, dishwasher, and refrigerator

- Clean cupboards and under sink
- Replace garbage disposal gasket to reduce noise

### BATHROOMS

- Remove soap residue, mildew and mold from surfaces
- Clean out cabinets; remove nonessentials

- Keep fresh, clean towels on towel rack
- Clean/lubricate shower door

- Replace shower curtain
- Clean exhaust fan, heater; replace if broken or noisy

### LAUNDRY AREA

- Clean out area behind washer/dryer
- Eliminate any mildew odors

### CLOSETS

- Keep closets clean and free of clutter

- Throw out or pack away nonessentials

### BASEMENT

- Eliminate any signs of dampness

- Check for and eliminate cracks

### GARAGE/CARPORT/SHED

- Clean and unclutter
- Adjust tension rod to eliminate sag from garage door

- Put away tools
- Clear any cobwebs
- Remove oil/paint stains from floor

- Lubricate/adjust/repair garage door opener

### HEATING/AC UNIT

- Replace filter
- Clean intake vent

### EXTERIOR

#### Replace, repair, paint any damaged:

- Plaster
- Wood siding
- Trim
- Rain gutters
- Shutters
- Doors
- Window frames
- Screens
- Water spigots
- Street numbers on house
- Fences/gates
- Outdoor lighting

#### Clean:

- Siding
- Windows/Screens
- Pet droppings
- Outdoor BBQ
- Pool/spa
- Service areas/trash cans
- Haul away garbage/debris
- Straighten woodpile
- Test doorbell
- Clean oil stains from driveway

### ADDITIONAL TIPS

#### Clean everything

Cleanliness signals to a buyer that the home has been well cared for and is most likely in good repair. A messy home will cause buyers to notice every flaw.

#### Unclutter your home

The less "stuff" in and around a home, the roomier it will seem.

#### Let the light in

Open the blinds. Put brighter bulbs in all the

lamps. Bright, open rooms feel larger and more inviting.

#### Let some fresh air in

If the weather is nice, open the windows. Fresh flowers and potpourri can also be used to your advantage.

#### Send the kids to Grandma's

Or take them on a walk around the block. Active children can be distracting to someone viewing a home.

#### Paint

There's nothing that improves the value of a home more than a few cans of paint. And it's so often easier to paint a room than it is to scrub it. Stick with neutral colors.

#### Keep the noise down

Turn off TV and turn on soft instrumental background music.

# Preparing For A HOUSE PHOTO | VIDEO SHOOT

These days, listing photos matter. A lot! Just ask the National Association of Realtors. According to their latest data, 92% of buyers search for homes online. Get your home ready for the Photo Shoot with these expert tips.

## CURB APPEAL

- Clear front yard of debris
- Weed and trim lawn
- Edge yard and driveway
- Remove mildew from walls or walks
- Take stains off driveway
- Repair broken windows
- Make sure house number is visible from street
- Store holiday decorations
- Clean the siding
- Make the path to front door clearly visible
- Trim shrubs and trees

## LIVING/FAMILY ROOM

- Remove clutter: knickknacks, board games, CDs and DVDs, remote controls and game consoles
- Clean fireplace
- Remove family photos
- Polish wood furnishing
- Discard or put away worn rugs
- Fluff couch pillows

## BEDROOM

- Make the bed
- Store away toiletries
- Organize the master bedroom to create well defined areas

## BATHROOM

- Remove all brightly colored bottles and containers
- Remove all personal care items as possible
- Clean Mirrors/Shower Glass
- Remove rugs when showing off flooring

## INTERIOR SUGGESTIONS

- If vacant, add some furniture; empty houses don't sell as well
- Repair holes and marks in walls
- Clean mirrors and glass
- Paint walls
- Clean carpet
- Remove or store clutter
- Clean window treatments and windows
- Remove personal photos when possible
- Double check all light bulbs are working

## KITCHEN

- Clean appliances until they're spotless
- Clean front of refrigerator
- Clean stove hood
- Clean and clear kitchen counters; remove gadgets
- Remove towels from racks
- Remove magnets/items from fridge
- Hide sponges and soaps

## QUICK TIPS

- Reduce excess furniture so that three people can walk around comfortably
- Less is more: remove any clutter, inside and outside
- Depersonalize so buyers can imagine themselves in the home: take out family photos and religious items
- Keep shades open for light
- Ask a friend or relative to critique your home
- Remove rugs to highlight nice flooring



# WHAT IS ESCROW?

“Escrow” is a term that describes the neutral third-party handling of funds, documents, and tasks specific to the closing (or settlement, as it is also known), as outlined on the real estate purchase agreement or sales contract. The purpose of escrow is to facilitate the transaction by managing the disbursement of funds.

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## **KEY PLAYERS**

In accordance with local custom, the buyer or seller involved in the transaction will select the escrow provider, though they often defer to their real estate agent to make this decision. This provider could be an escrow company, title officer, or title/escrow attorney, depending upon many considerations, including the geographical location of the transaction.

## **ROLES**

The escrow provider may have a duty to arrange and/or track the requirements and contingencies outlined within the purchase contract. These might include home inspections, the purchase of homeowners insurance, the completion of negotiated repairs, and financing requirements.

## **PROCESS**

Once all transaction contingencies are met, including the execution of all documents necessary to complete the transaction, the escrow company will disburse funds to the seller and other parties, all in accordance with the purchase agreement.

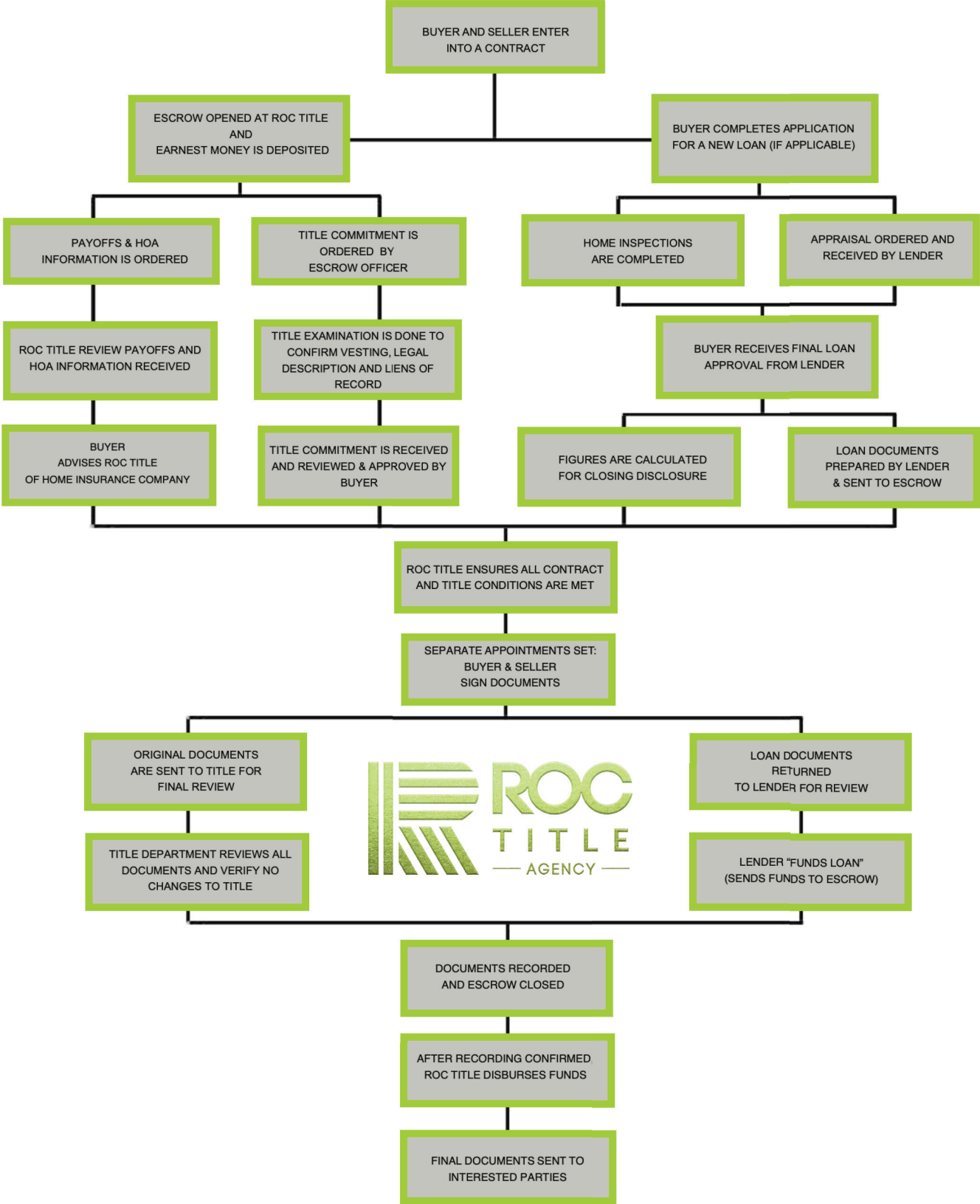
## **COST**

The cost of escrow services is covered by the buyer or seller as determined by local custom, market conditions, or contractual agreements made within the purchase offer.

## **CLOSING/CONSUMMATION**

Once all the tasks described within the sales purchase agreement have been completed and the appropriate funds are disbursed, the transaction is complete and the escrow closes.

# THE ESCROW PROCESS



# CLOSING COSTS | WHO PAYS WHAT

This chart represents who customarily pays what costs.  
Consult a professional before negotiating any costs.

	Cash	FHA	VA	Conventional
Down Payment	Buyer	Buyer	Buyer	Buyer
Realtors Commissions	Seller	Seller	Seller	Seller
Taxes	Prorated	Prorated	Prorated	Prorated
Termite	Negotiable	Negotiable	Seller	Negotiable
Property Inspection	Buyer	Buyer	Buyer	Buyer
Home Owners Association Transfer Fee	Negotiable	Negotiable	Seller	Negotiable
HOA Disclosure Fee	Seller	Seller	Seller	Seller
Home Warranty	Negotiable	Negotiable	Negotiable	Negotiable
New Loan Origination Fee	Buyer	Buyer	Buyer	Buyer
Discount Points	Buyer	Buyer	Buyer	Buyer
Document Preparation Fee	Buyer	Buyer	Seller	Buyer
Credit Report	Buyer	Buyer	Buyer	Buyer
Appraisal	Negotiable	Negotiable	Negotiable	Negotiable
Tax Service Contract	N/A	Seller	Seller	Buyer
Prepaid Interest	N/A	Buyer	Buyer	Buyer
Impound Account	N/A	Buyer	Buyer	Buyer
FHA, MIP, VA Funding Fee, PMG Premium	N/A	Buyer	Buyer	Buyer
Fire/Hazard Insurance	Buyer	Buyer	Buyer	Buyer
Flood Insurance	Buyer	Buyer	Buyer	Buyer
Escrow Fee	Split	Split	Seller	Split
Homeowners Title Policy	Seller	Seller	Seller	Seller
Lenders Title Policy and Endorsements	N/A	Buyer	Buyer	Buyer
Recording Fee	Split	Split	Split	Split
Reconveyance/Tracking Fee	Seller	Seller	Seller	Seller



# WHAT IS TITLE INSURANCE?

Title insurance protects against covered title defects such as a previous owner's debt, liens, and other claims of ownership that may have been instituted prior to purchasing the home.

As real estate is the nation's largest market, its purchase and sale is essential to the health of the U.S. economy. However, these transactions are never without risk. That's why title insurance has been protecting American homeowners for more than 130 years.

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## **OVERVIEW**

When a piece of real property is financed, purchased or sold, a record of that transaction is generally filed in public archives. Likewise, other events that may affect the ownership of a property are also documented and filed. These may include liens, levies, encumbrances, etc. When a buyer purchases title insurance, the title company searches these records to find (and remedy, if possible) issues that may affect the purchaser's ownership.

## **TITLE SEARCH AND EXAM**

That's where title insurance differs from traditional insurance models. When you purchase a policy insuring you for matters relating to your car or health, the insurance company assesses the risk of insuring you, and bases its premium on the risk being assumed. With title insurance, the insurer first works to identify the status of ownership, liens and other matters affecting title by collecting documents affecting title from the public records that are statutorily identified for the recording of real estate transactions. This process is called the search. Once the search is complete, the title insurance underwriter can then determine the insurability of the title and list exceptions from coverage and requirements to insure.

## **UNDISCOVERED RISKS**

Of course, even the most skilled title professionals may not find all title problems. Other risks include matters that are more difficult to identify, such as title issues resulting from filing errors, forgeries, undisclosed heirs, and other unforeseen problems. That's one reason why your title insurance policy can play a key role in protecting your real estate investment.

## **LOAN POLICY**


When you purchase a new home or other piece of real property by securing a mortgage, you may be required by your lender to purchase a Loan Policy of title insurance. This policy insures the lender against covered title defects up to the amount of insurance. This coverage in favor of the lender lasts for the life of the loan under limited circumstances stated within the policy.

## **OWNERS'S POLICY**

You will also have the option of purchasing an Owner's Policy of title insurance, which provides insurance directly to the insured owner listed in the policy, and describes the type of real property interest owned. The insurance in both an owner's and a Loan Policy is subject to the policy provisions, which include the covered risks, exclusions from coverage, the conditions and the exceptions to title listed on a schedule to the policy.

## **PREMIUM**

You will pay a one-time premium for both the Loan Policy and the Owner's Policy at the close of your transaction, based on the total value of your home and the amount of your loan. This is another way in which title insurance differs from other insurance models, where premiums are paid on an ongoing basis. The purchase of a home or other real estate may be the largest financial investment you ever make. Title insurance can give you added peace of mind in knowing that the title to your investment is insured.



An Owner's Title Insurance Policy is your best protection against potential defects that can remain hidden despite the most thorough search of public records. A Lender's Title Insurance Policy also exists to protect your mortgage lender's interest.

# 10 COMMON TITLE PROBLEMS

## **1** ERRORS IN PUBLIC RECORDS

To err is human, but when it affects your home ownership rights, those mistakes can be devastating. Clerical or filing errors could affect the deed or survey of your property and cause undue financial strain in order to resolve them.

## **2** UNKNOWN LIENS

Prior owners of your property may not have been meticulous bookkeepers – or bill payers. And, even though the former debt is not your own, banks or other financing companies can place liens on your property for unpaid debts even after you have closed on the sale. This is an especially worrisome issue with distressed properties..

## **3** ILLEGAL DEEDS

While the chain of title on your property may appear perfectly sound, it's possible that a prior deed was made by an undocumented immigrant, a minor, a person of unsound mind, or one who is reported single but in actuality married. These instances may affect the enforceability of prior deeds, affecting prior (and possibly present) ownership.

## **4** MISSING HEIRS

When a person dies, the ownership of their home may fall to their heirs, or those named within their will. However, those heirs are sometimes missing or unknown at the time of death. Other times, family members may contest the will for their own property rights. These scenarios – which can happen long after you have purchased the property – may affect your rights to the property.

## **5** FORGERIES

Unfortunately, we don't live in a completely honest world. Sometimes forged or fabricated documents that affect property ownership are filed within public records, obscuring the rightful ownership of the property. Once these forgeries come to light, your rights to your home may be in jeopardy.

## **6** UNDISCOVERED ENCUMBRANCES

When it comes to owning a home, three can be a crowd. At the time of purchase, you may not know that a third party holds a claim to all or part of your property – due to a former mortgage or lien, or non-financial claims, like restrictions or covenants limiting the use of your property.



## **7 UNKNOWN EASEMENTS**

You may own your new home and its surrounding land, but an unknown easement may prohibit you from using it as you'd like, or could allow government agencies, businesses, or other parties access to all or portions of your property. While usually non-financial issues, easements can still affect your right to enjoy your property.

## **8 BOUNDARY/SURVEY DISPUTES**


You may have seen several surveys of your property prior to purchasing, however, other surveys may exist that show differing boundaries. Therefore, a neighbor or other party may be able to claim ownership to a portion of your property.

## **9 UNDISCOVERED WILL**

When a property owner dies with no apparent will or heir, the state may sell his or her assets, including the home. When you purchase such a home, you assume your rights as owner. However, even years later, the deceased owner's will may come to light and your rights to the property may be seriously jeopardized.

## **10 FALSE IMPERSONATION OF PREVIOUS OWNER**

Common and similar names can make it possible to falsely "impersonate" a property owner. If you purchase a home that was once sold by a false owner, you can risk losing your legal claim to the property.



**PLAY IT SAFE** - These and other issues are often covered by an Owner's Policy of title insurance. When you buy a home, make sure you're protecting that investment with title insurance.

# TIPS FOR A **TIMELY CLOSING**

Selling a home can be a rewarding experience, but there may be delays in the closing due to situations that could have been avoided. Although closing procedures vary from state to state, having an understanding of what may be required at closing and preparing accordingly will help your settlement process go as smoothly as possible.

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## **MORTGAGES ON THE PROPERTY**

Please provide detailed information, including loan number and payment address, for all mortgages on the property. Home Equity lines, even if they have a zero balance, will also require detailed mortgage information in order to satisfy the original loan requirements.

## **BUYER PROTECTION PLAN**

If a home warranty product is being provided and shown on contract, advise the closing/settlement agent of the purchase amount to be collected.

## **MAINTENANCE CONTRACTS**

If there are service contracts on equipment or appliances that the purchaser wants to assume, provide the closing/settlement agent with a copy of the service contract.

## **JUDGMENT SEARCH**

Any judgments, tax liens, etc., filed against you, which attach to the property, must be paid at closing.

## **INTERNAL REVENUE SERVICE (IRS)**

The closing/settlement agent is required to report the sale of the property to the IRS. You will need to provide your Social Security number(s) and forwarding address.

## **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

If you are not a United States citizen, the closing/settlement agent may be required to deduct and withhold a tax equal to 10% of amount realized (generally the amount paid for the property).





### **POWER OF ATTORNEY**

The use of a power of attorney must be approved in advance of settlement by the closing agent. If you are planning to use a power of attorney, inform the closing/settlement agent as soon as possible to allow time to properly review the document.

### **MARITAL STATUS**

Spouses may be required to sign closing documents even though they do not appear to hold title and their name does not appear on the deed. Spouses must always sign the deed when homestead property is being conveyed, even if they are not in title.

### **MAIL-AWAY**

If you are unable to attend the closing, provide the address where the closing documents should be mailed and a contact phone number. Your signature on certain affidavits, real estate deeds and other documents may require the services of a notary.



# MAIL-AWAY CLOSING TIPS

As opportunities for real estate transactions expand across county and state lines, the frequency of mail-away closings is increasing. If you are involved in a closing that requires the mailing of documents, here are some tips that can help you avoid delays:

- 1** Inform your closing/settlement agent of the need to mail documents as soon as possible. This will allow them to better coordinate the document preparation and signing process.
- 2** Provide your closing/settlement agent with a physical address and the best phone number for each party involved in the transaction. Most overnight delivery services will not deliver to a P.O. Box.
- 3** Be aware that many lenders have specific closing practices that may differ from local customs. Not all lenders allow documents to be signed in advance of the closing date, and some require that the documents be signed in the presence of an attorney or at a local settlement agent's office.
- 4** Allow sufficient turnaround time for the documents to be signed. This may decrease the chances of funding delays due to errors in the signing process. In order to disburse funds on a transaction, your closing/settlement agent may require the original documents to be returned and in their possession. The minimum time required to send and receive documents is three business days.



# CLOSING DAY

Whether you are purchasing a home or selling a house, knowing what to expect and being prepared at the closing can help eliminate stress and result in a pleasant experience. We understand how important this transaction is to you, and we are committed to consistently providing a level of service that prepares you for this final step in your real estate transaction.

Although the settlement process can vary from state to state, here are some common items that may be required at closing to help the process go as smoothly and quickly as possible.

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## **VALID PHOTO IDENTIFICATION**

*Two forms of identification are typically required at closing, including one of the following:*

- Valid U.S. Driver's License or non-driver I.D.
- Valid Canadian or Mexican Driver's License issued by the Official Agency
- Current United States or Foreign Passport Foreign Passport must have been stamped by U.S. Immigration and Naturalized Service

## **CASHIER'S CHECK, TREASURER'S CHECK, OR WIRE TRANSFER**

In the event you are required to bring funds to closing, we cannot accept personal checks or cash. If you prefer to wire your funds, contact us for bank routing instructions.

If you will be bringing a proceeds check from another settlement, contact us to verify the acceptance of those funds - we do not automatically accept all checks.

## **HAZARD INSURANCE POLICY AND PAID RECEIPT**

A hazard policy, also known as homeowner's insurance, with the lender designated as the insured holder of the mortgage, is required on most loans. Evidence of hazard insurance, including a paid receipt, must be provided prior to closing.

## **IF POSSIBLE, ALL PARTIES WHO HOLD TITLE TO THE PROPERTY SHOULD ATTEND THE CLOSING**

State-specific laws may require the spouse of the parties in title, even though their name does not appear on the deed, to sign certain documents when obtaining a mortgage. If anyone is unable to attend closing, contact us to arrange a power of attorney or closing by mail.

# MOVING CHECKLIST

## SEND CHANGE OF ADDRESS TO

- Post Office
- Bank
- Credit card companies
- Friends and relatives
- Insurance companies – Life, health, fire, auto
- Automobile – Transfer of car title registration, driver's license
- Utility companies – Gas, light, water, telephone, cable
- Arrange for any refunds of deposits
- Arrange for service in new location
- Home delivery – Laundry, newspaper, magazine subscriptions
- School records – Ask for copies or transfer children's school records
- Medical records – Medical, dental, prescription histories
- Ask doctor and dentist for referrals
- Transfer needed prescriptions, x-rays, etc.
- Church, clubs, civic organizations – Transfer memberships and get letters of introduction

## DON'T FORGET TO

- Empty freezers – Plan use of foods
- Defrost freezer/refrigerator
- Have appliances serviced for moving
- Contact utility companies to disconnect services – Water, power, cable, trash, etc.
- Stay in contact with your mover – Confirm the following: insurance coverage, packing and unpacking labor, time and date of scheduled move, details of payment

## ON MOVING DAY

- Carry currency, jewelry, and important documents yourself
- Let a close friend or relative know route and schedule you will travel including overnight stops; use him/her as message headquarters
- Have appliances serviced for moving
- Double-check old closets, drawers, shelves to be sure they are empty
- Leave old keys needed by new owner

# 10 TIPS FOR MOVING WITH PETS

Moving to a home in a new location can be an exciting adventure, but it can also be the cause of stress and confusion for household pets. To minimize the trauma, here are a few tips that may help make your pet's transition a little easier.

- 1** Schedule an appointment with the veterinarian for a check-up prior to moving.
- 2** Obtain a copy of your pet's medical history along with rabies certifications that state when and where your pet was vaccinated.
- 3** Make sure the supply of current medications will last until a veterinarian in your new location can be found to provide refills.
- 4** Proper identification is essential. Be certain that any required license tags are secured properly and the contact information is current.
- 5** Pets can become anxious with the increase of activity prior to a move. To eliminate the threat of them misbehaving or running off, consider boarding your pet during the most hectic of moving days.
- 6** If you are moving your pet by car, be sure to take a favorite toy or two, a leash for when stops are made, and plenty of water to keep your pet hydrated.
- 7** Requirements for the movement of pets across state lines are set by each individual state. Contact the State Veterinarian in your new location to obtain the most current information.
- 8** Long-distance moves may require an overnight stay. People and pet-friendly accommodations can be found by searching a number of internet sites.
- 9** Once you and your pet have arrived in your new location, allow sufficient time for the new neighborhood adjustment to be made. It could take a few days or a few weeks for your pet to adapt to their new surroundings.
- 10** Carry a current photograph of your pet. If your pet is lost during the move, a photograph will make it much easier to search effectively.





SAMPLE REAL ESTATE FORMS

# **LISTING** CONTRACT

# RESIDENTIAL LISTING CONTRACT EXCLUSIVE RIGHT TO SELL/RENT

Document:  
February 2021



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## 1. PARTIES

1. OWNER/SELLER: \_\_\_\_\_
2. \_\_\_\_\_ ("Owner")
3. BROKER: \_\_\_\_\_ acting through \_\_\_\_\_  
FIRM NAME
4. \_\_\_\_\_, \_\_\_\_\_ ("Broker")  
AGENT'S NAME AGENT'S NAME

## 2. PROPERTY

5. **Premises:** Owner agrees to sell or rent the real property with all improvements, fixtures, and appurtenances thereon or incidental thereto, plus the personal property described herein (collectively the "Premises").
7. Premises Address: \_\_\_\_\_ Assessor's #: \_\_\_\_\_
8. City: \_\_\_\_\_ County: \_\_\_\_\_ AZ, Zip Code: \_\_\_\_\_
9. Legal Description: \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_

## 3. LISTING PRICE AND TERMS

14. **Agreement:** This Residential Listing Contract - Exclusive Right to Sell/Rent ("Agreement") is between Owner and Broker.
15. In consideration of Broker's agreement to find a ready, willing, and able purchaser or tenant, Owner gives Broker the exclusive and irrevocable right to:  Sell  Rent  Sell and Rent the Premises described above.
17. Owner acknowledges that signing more than one Exclusive Right to Sell/Rent or other form of listing contract for the same Term could expose the Owner to liability for additional commissions.
19. **Price:** The listing price shall be: **Sale** \$ \_\_\_\_\_ and **Rent** \$ \_\_\_\_\_ per month, plus (in the case of a rental) all applicable lease or rental (transaction privilege) taxes or such other price and terms as are accepted by Owner.
21. **Term:** This Agreement shall commence on \_\_\_\_\_ and shall expire at 11:59 p.m. Mountain Standard Time on \_\_\_\_\_ ("Expiration Date"). Upon full execution of a contract for sale or lease of the Premises, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sale or lease agreement.
24. **Capacity:** Owner or any party that Owner designates to act on their behalf warrants that they have the legal capacity, full power and authority to enter into this Agreement, deliver marketable title to the Premises, and consummate the transaction contemplated hereby.
26. **Modification:** This Agreement may be modified only in writing signed by Owner and Broker.
27. **Equal Housing Opportunity:** Broker and Owner shall comply with all federal, state and local fair housing laws and regulations, including, but not limited to, non-discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

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Initials>

OWNER	OWNER

### 4. COMPENSATION

- 30. Compensation for the sale or rental of the Premises is not set by any Association/Board of REALTORS® or any Multiple
- 31. Listing Service. The compensation payable for the sale or rental of the Premises is negotiated between Broker and Owner.
- 32. All funds are to be in U.S. currency.
  
- 33. Owner agrees to compensate Broker and Cooperating Broker(s), if any, as follows:
  
- 34. **Retainer:** Broker shall be paid within five (5) days of execution of this Agreement, a non-refundable retainer fee in the amount of
- 35. \$ \_\_\_\_\_ payable to Broker for initial consultation, research and other services.
  
- 36. **Commissions:** If Broker produces a ready, willing and able purchaser or tenant in accordance with this Agreement, or if a sale or
- 37. rental of the Premises is made by Owner or through any other broker, or otherwise, during the Term of this Agreement, Owner agrees
- 38. to pay Broker a TOTAL COMMISSION of:
  
- 39.  **Sale:** \_\_\_\_\_ % of the gross sales price **OR** \$ \_\_\_\_\_; and
  
- 40. Additional Broker commission(s): \_\_\_\_\_.
  
- 41. **Cooperating Brokers (SALE):** Broker intends to cooperate with all other brokers except when not in Owner's best interest, and
- 42. to offer compensation in the amount of \_\_\_\_\_ % of the gross purchase price **OR** \$ \_\_\_\_\_ to a buyer's broker, who
- 43. represents the interest of the buyer(s), and not the interest of Owner, in a transaction. Any such cooperation shall not increase the
- 44. total commission payable by Owner.
  
- 45.  **Rental:** \_\_\_\_\_ % of the gross rental amount as calculated for the entire term of the initial lease **OR** \$ \_\_\_\_\_,
- 46. upon execution of lease agreement.
  
- 47. **Cooperating Brokers (RENTAL):** Broker intends to cooperate with all other brokers except when not in Owner's best interest, and to
- 48. offer compensation in the amount of \_\_\_\_\_ % of the gross rental amount as calculated for the entire term of the initial lease,
- 49. **OR** \$ \_\_\_\_\_ to a tenant's broker who represents the interest of the tenant(s), and not the interest of Owner, in a transaction.
- 50. Any such cooperation shall not increase the total commission payable by Owner.
  
- 51. **Rental Renewal or Extension:** Regardless of whether this Agreement has expired, Owner agrees to pay a commission of
- 52. \_\_\_\_\_ % **OR** \$ \_\_\_\_\_ of the gross rental amount within (five) 5-days of rental renewal or extension.
  
- 53. **Purchase by Tenant:** If during the terms of any rental of the Premises, including any renewals or holdovers, or within \_\_\_\_\_ days
- 54. after the rental's termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the sale commission
- 55. described in Section 4 shall be deemed earned by and payable to Broker.
  
- 56. **Cooperating Broker (dispute):** In the event a dispute arises between Broker and any Cooperating Broker(s) regarding payment of
- 57. commission, Owner shall not revoke or seek to amend compensation previously offered. Any compensation dispute between Brokers
- 58. shall be resolved after the close of escrow in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed.
  
- 59. **Withdrawn/Cancelled Listings:** The same amount of sale or rental commission shall be due and payable to Broker if, without the
- 60. consent of Broker, the Premises is withdrawn from this Agreement, otherwise withdrawn from sale or rental, or is rented, transferred,
- 61. or conveyed by Owner through any other broker or otherwise.
  
- 62. **Payment from Escrow or Rent:** Owner instructs the escrow company, if any, to pay all such compensation to Broker by check,
- 63. wire transfer, or certified funds as a condition to closing or upon cancellation of the escrow, and irrevocably assigns to Broker, to the
- 64. extent necessary, money payable to Owner at the closing or cancellation of escrow. Broker is authorized to deduct compensation
- 65. owed to Broker from any rent or other monies received by Broker on Owner's behalf.
  
- 66. **After Expiration:** After the expiration of this Agreement, the same commissions, as appropriate, shall be payable if a sale or rental is
- 67. made by Owner to any person to whom the Premises has been shown or with whom Owner or any broker has negotiated concerning
- 68. the Premises during the term of this Agreement: (i) within \_\_\_\_\_ days after the expiration of this Agreement, unless the Premises
- 69. has been listed on an exclusive basis with another broker; (ii) during the pendency, including the closing, of any purchase contract or
- 70. escrow relating to the Premises that was executed or opened during the term of this Agreement; or (iii) as contemplated by Section 4.
  
- 71. **Failure to Complete:** If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner, the entire sale
- 72. or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for any other reason, Owner
- 73. shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the commission.

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Initials>

OWNER	OWNER

- 74. **Construction:** To the maximum extent permitted by applicable law, this Agreement shall be construed as limiting applicable
- 75. provisions of law relating to when commissions are earned or payable. In the event of any express disagreement between any
- 76. provision of this Agreement and the requirements of applicable law, the applicable provision of this Agreement shall be deemed as
- 77. modified to the minimum extent necessary to ensure compliance with applicable law.

### 5. FIXTURES & PERSONAL PROPERTY

- 78. **Fixtures and Personal Property:** For purposes of this Agreement, fixtures shall mean property attached/affixed to the Premises.
- 79. Owner agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and
- 80. property (i.e., remote controls) shall convey in this sale or rental. Including the following:
  - 81. • built-in appliances, ceiling fans and remotes
  - 82. • central vacuum, hose, and attachments
  - 83. • draperies and other window coverings
  - 84. • fireplace equipment (affixed)
  - 85. • floor coverings (affixed)
  - 86. • free-standing range/oven
  - 87. • garage door openers and remotes
  - 88. • light fixtures
  - 89. • mailbox
  - media antennas/satellite dishes (affixed)
  - outdoor fountains and lighting
  - outdoor landscaping (i.e., shrubbery, trees and unpotted plants)
  - shutters and awnings
  - smart home devices, access to which shall be transferred (i.e., video doorbell, automated thermostat)
  - speakers (flush-mounted)
  - storage sheds
  - storm windows and doors
  - stoves: gas-log, pellet, wood-burning
  - timers (affixed)
  - towel, curtain and drapery rods
  - wall mounted TV brackets and hardware (excluding TVs)
  - water-misting systems
  - window and door screens, sun shades
- 90. If owned by Owner, the following items also are included in this sale or rental:
  - 91. • affixed alternate power systems serving the Premises (i.e., solar)
  - in-ground pool and spa/hot tub equipment and covers (including any mechanical or other cleaning systems)
  - security and/or fire systems and/or alarms
  - water purification systems
  - water softeners

- 94. **Additional Existing Personal Property Which may be Included in this Sale (if checked):**
- 95.  refrigerator(s) (description): \_\_\_\_\_
- 96.  washer(s) (description): \_\_\_\_\_
- 97.  dryer(s) (description): \_\_\_\_\_
- 98.  above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): \_\_\_\_\_
- 99. \_\_\_\_\_
- 100.  other: \_\_\_\_\_

- 101. Additional items of personal property Which may be included in the sale or rental: \_\_\_\_\_
- 102. \_\_\_\_\_

- 103. **Leased or Not Owned Items:** The following items are leased or not owned by Owner (if checked):
- 104.  solar system       alarm system       propane tank       water softener

- 105. Other leased or lien items not included in the sale or rental: \_\_\_\_\_
- 106. \_\_\_\_\_
- 107. \_\_\_\_\_

- 108. Fixtures not included in the sale or rental: \_\_\_\_\_
- 109. \_\_\_\_\_

### 6. AGENCY

- 110. **Owner Representation:** Broker shall represent Owner in any resulting transaction during the term of this Agreement, except
- 111. as specified in Section 4. Unless otherwise agreed, Broker acts as Owner's agent only and has the duties of loyalty, obedience,
- 112. disclosure, confidentiality, and accounting (Fiduciary Duties) as well as other duties imposed by the Arizona Department of Real
- 113. Estate. Owner acknowledges that Broker may show prospective buyers the Premises and this shall not constitute a conflict of interest.
- 114. **Conduct of Brokers:** Regardless of whom they represent, Broker has the obligation to: (i) treat all parties to a transaction fairly;
- 115. (ii) disclose, in writing, all facts known to the licensee that may materially and adversely affect the consideration to be paid for the
- 116. Premises; and (iii) disclose that Owner or buyer(s) may be unable to perform. REALTORS® are further obligated by the National
- 117. Association of REALTORS® Code of Ethics to treat all parties honestly.
- 118. **Limited Representation:** A limited agency may occur when Broker procures a buyer(s) for the Premises. In this situation, the same
- 119. real estate company may represent the Owner's interest and the buyer's interest but not to the detriment of the other party.
- 120. Broker can legally represent both parties with the knowledge and prior written consent of both parties.

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Initials >

OWNER	OWNER



121. **What Broker Cannot Disclose to Clients Under Limited Representation:** (i) confidential information the Broker may know about  
122. a client, without the client's express consent; (ii) the price or terms the Owner will take other than the Price without permission of the  
123. Owner; (iii) the price or terms the buyer(s) is willing to pay without permission of the buyer(s); (iv) a recommended or suggested price  
125. or terms the buyer(s) should offer; and (v) a recommended or suggested price or terms the Owner should counter with or accept.
126. **Competing Owners:** Owner understands that Broker may have or obtain listings on other properties, and that potential buyer(s)  
127. may consider, make offers on, or purchase through Broker, property the same as or similar to Owner's Premises. Owner consents  
128. to Broker's representation of Owners and buyer(s) of other properties before, during, and upon expiration of this Agreement.

## 7. BROKER AUTHORITY

129. **Broker's Role:** Broker is not responsible for the custody or condition of the Premises or its management (except under separate  
130. contract), upkeep, or repair.
131. **Advertising:** Owner agrees to not advertise or market the Premises in any manner without the prior written permission of Broker.
132. **Multiple Listing Service (MLS):** Broker is authorized to provide any and all information regarding the Premises to any MLS of  
133. which Broker is a participant and to publish and disseminate such information in print or electronic form to MLS participants and  
134. the general public, including dissemination of the information through Internet Data Exchanges (IDX) and Virtual Office Websites  
135. (VOWs). Broker is authorized to report the sale or rental of the Premises and its price, terms and financing for dissemination  
136. through the MLS to MLS participants and the general public.
137. All terms of the transaction, including sale price and financing, if applicable, (i) will be provided to the MLS(s); and (ii) may be  
138. provided to the MLS even if the Premises is not listed with the MLS(s).
139. **Signs:** Broker  IS  IS NOT allowed to place Broker's "For Sale" sign or "For Rent" sign in conjunction with any customary  
140. sign rider on the Premises, and in the event of a sale, a "Sold" or "Pending" sign, or lease, a "Rented" sign (at Broker's discretion)  
141. on the Premises. Seller acknowledges that any public marketing of the premises will require submission to the MLS within one  
142. business day.
143. **Photos/Video:** Owner  DOES  DOES NOT authorize Broker to place photos, video images/virtual tours of the Premises on  
144. the internet and other electronic and on-line media platforms. If authorized by Owner to do so, such marketing will be performed  
145. at the sole discretion of Broker. Owner is cautioned to protect items in view.
146. Owner acknowledges that once images are placed on the internet, neither Broker nor Owner has control over who can view  
147. such images and what use viewers may make of the images, or how long such images may remain available on the internet.  
148. Owner further assigns any rights in all images, if owned, to the Broker and agrees that such images are the property of Broker  
149. and that Broker may use such images for advertising, including post sale and for Broker's business in the future.
150. **Lockbox/Keysafe:** Broker  IS  IS NOT authorized to install a lockbox/keysafe. A lockbox/keysafe is designed to hold a key  
151. to the Premises to permit access to the Premises by Broker, cooperating brokers, MLS participants, their authorized licensees  
152. and representatives, authorized inspectors, and prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards  
153. of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a lockbox/keysafe. If  
154. Premises is rented, Owner must comply with providing proper notice to tenant(s) pursuant to Arizona law.
155. **Offers:** Broker  IS  IS NOT authorized to disclose the existence of offers, which includes the sales price and terms of sale or  
156. rent price and terms of lease, on the Premises.
157. **Subsequent Purchase or Lease Offers:** Broker acknowledges that Owner has the right to accept subsequent offers until the close  
158. of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner understands that any subsequent offers  
159. accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising from  
160. the acceptance of earlier offers.
161. (Check if applicable)  **Accept backup offers**  **Withhold verbal offers**  **Withhold all offers** once Owner accepts a purchase  
162. contract or lease agreement for the Premises.
163. Broker will change or maintain the correct MLS Listing status in accordance with the MLS Rules and Regulations and any  
164. associated policies.
165. **Cancellation:** Broker reserves the right to cancel this Agreement unilaterally for cause, which shall include, but is not limited to,  
166. Broker's good faith belief that any service requested of Broker or any action undertaken by anyone other than Broker is (or could  
167. be determined to be) in violation of any applicable law.

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## 8. OWNER OBLIGATION

168. **Premises Access:** Owner shall provide access to the Premises at reasonable times and upon reasonable notice to allow for showing  
169. the Premises to prospective buyers and cooperating brokers.
170. **Security, Insurance, Showings, Audio and Video:** Broker(s) is not responsible for loss of or damage to personal or real property  
171. or person, whether attributable to use of a key safe/lockbox, a showing of the Premises, or otherwise. Third parties, including,  
172. but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs  
173. of the interior of the Premises. Owner agrees to: (i) take reasonable precautions to safeguard and protect valuables that might  
174. be accessible during showings of the Premises; and (ii) obtain insurance to protect against these risks. Broker does not maintain  
175. insurance for the Owner's benefit. Persons visiting the Premises may not be aware that they could be recorded by audio or visual  
176. devices installed by Owner (such as "nanny cams" and hidden security cameras).
177. Owner is advised to post notice disclosing the existence of security devices on the Premises, if any.
178. **Adverse Information:** Owner has disclosed to Broker all material latent defects and information concerning the Premises known  
179. to Owner, including all material information relating to: (i) connection to a public sewer system, septic tank or other sanitation  
180. system; (ii) the existence of any tax, judgment or other type of lien; (iii) past or present infestation by or treatment for wood-  
181. destroying pests or organisms; and (iv) past or present repair of the Premises for damage resulting from wood destroying pests  
182. or organisms. During the term of this Agreement, Owner agrees to continue disclosing to Broker all additional information of the  
183. type required by the preceding sentence promptly after Owner becomes aware of any such information by updating the Seller's  
184. Property Disclosure Statement, Residential Lease Owner's Property Disclosure Statement or other written notice.
185. **Disclosures:** Owner shall provide Broker with accurate information about the Premises. Owner acknowledges that Arizona law  
186. requires Owner to disclose material (important) facts about the Premises, even if Owner is not asked by the buyer(s) or a real  
187. estate agent. Owner agrees to provide the following disclosures, if applicable:
188. **1. Affidavit of Disclosure:** If the Premises is located in an unincorporated area of the county, and five (5) or fewer parcels of  
189. property other than subdivided property are being transferred, Owner shall deliver a completed Affidavit of Disclosure in  
190. the form required by law to buyer within five (5) days after purchase contract acceptance.
191. **2. Disclosure of Lead-Based Paint and Lead-Based Paint Hazards (Sale or Rental):** If the Premises structure was built  
192. before 1978, federal law requires that Owner provide the buyer or tenant with a lead-based paint disclosure form.
193. **3. Domestic Water Well Addendum Seller's Property Disclosure Statement:** If the Premises is served by a domestic water  
194. well, Owner shall deliver a completed Domestic Water Well Addendum to buyer within three (3) days of contract acceptance.
195. **4. Foreign Investment in Real Property Tax Act certificate:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is  
196. applicable if Owner is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate  
197. ("Foreign Person"). Owner agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Owner  
198. is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of the purchase price  
199. withheld, unless an exception applies. Owner is responsible for obtaining independent legal and tax advice.
200. **5. H.O.A. Condominium / Planned Community Addendum:** If the Premises is in a residential HOA/Condominium or Planned  
201. Unit Development, Owner shall complete and return to Broker page 1 of the HOA Addendum.
202. **6. Insurance Claims History:** Owner shall deliver to buyer a written five (5) year insurance claims history regarding the  
203. Premises (or a claims history for the length of time Owner has owned the Premises if less than five (5) years) from Owner's  
204. insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these  
205. sources, from Owner, within five (5) days after purchase contract acceptance.
206. **7. Residential Lease Agreement (Lease):** If the Premises is to be sold while subject to a Lease, Owner shall provide a copy  
207. of the Lease to the Broker.
208. **8. Residential Lease Owner's Property Disclosure Statement (RLOPDS):** The RLOPDS is designed to protect the Owner  
209. by disclosing pertinent information regarding the Premises.
210. **9. Seller's Property Disclosure Statement (SPDS):** The SPDS is designed to protect the Owner by disclosing pertinent  
211. information regarding the Premises. Owner shall complete and return the SPDS to Broker.
212. **10. Solar Lease / Solar Loan Assumption Addendum:** If a solar photovoltaic panel system ("Solar System") has been installed  
213. on the Premises that is subject to a lease or unpaid loan, Owner shall complete and return the Solar Lease / Solar Loan  
214. Assumption Addendum to Broker.

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215. **Recommendations:** If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser,  
216. lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such  
217. recommendations shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to  
218. enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such  
219. independent investigation and evaluation. Owner understands that said contractual arrangement may result in Compensation  
220. or fee to Broker. Owner agrees it will not allow mechanic's liens to be recorded against the Premises during the term of this  
221. Agreement or at any time prior to close of escrow.

222. **Indemnification:** Owner hereby expressly releases, holds harmless and indemnifies Broker, all Boards or Associations of  
223. REALTORS®, MLS, and all other brokers from any and all liability and responsibility regarding damage or loss arising from any  
224. misrepresentation or breach of warranty by Owner in this Agreement, any incorrect information supplied by Owner and any facts  
225. concerning the Premises not disclosed or withheld by Owner, including without limitation, any facts known to Owner relating to  
226. Adverse Information or latent defects.  
227. \_\_\_\_\_

(OWNER'S INITIALS REQUIRED) \_\_\_\_\_

## 9. REMEDIES

228. **Alternative Dispute Resolution:** Owner and Broker agree to mediate any dispute or claim arising out of or relating to this  
229. Agreement. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or  
230. claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an  
231. arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute  
232. shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate  
233. Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be  
234. entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within  
235. thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have  
236. the right to resort to court action.

237. **Attorney Fees and Costs:** The prevailing party in any dispute or claim arising out of or relating to this Agreement shall be  
238. awarded their reasonable attorney fees and costs. Costs shall include, without limitation: expert witness fees, fees paid to  
239. investigators, and arbitration costs.

## 10. ADDITIONAL TERMS AND CONDITIONS

240. \_\_\_\_\_  
241. \_\_\_\_\_  
242. \_\_\_\_\_  
243. \_\_\_\_\_  
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249. \_\_\_\_\_  
250. \_\_\_\_\_  
251. \_\_\_\_\_  
252. \_\_\_\_\_  
253. \_\_\_\_\_  
254. \_\_\_\_\_

255. **Assignment:** Neither Broker nor Owner may assign any rights or obligations pursuant to this Agreement without the prior written  
256. consent of the other, and any attempted assignment without consent shall be void and of no effect.

257. **Arizona Law:** This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

258. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted shall be in writing addressed  
259. to Owner or Broker as indicated in Sections 11 and 12 and deemed delivered and received when: (i) hand-delivered; (ii) sent  
260. via facsimile transmission; (iii) sent via electronic mail, if email addresses are provided herein; (iv) sent by recognized overnight  
261. courier service, or (v) sent by U.S. mail, in which case the Notice shall be deemed received when actually received or five (5) days  
262. after the notice is mailed, whichever occurs first.

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**Residential Listing Contract - Exclusive Right to Sell/Rent**

- 263. **Days:** All references to days shall be deemed to be calendar days unless otherwise provided.
- 264. **Copies and Counterparts:** This Agreement may be executed by facsimile or other electronic means and in any number of
- 265. counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement.
- 266. **Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Agreement between Owner and
- 267. Broker and shall supersede any other written or oral agreements. Invalidity or unenforceability of one or more provisions of this
- 268. Agreement shall not affect any other provisions of this Agreement. The failure to initial any page of this Agreement shall not affect
- 269. the validity or terms of this Agreement.
- 270. **Acceptance:** The undersigned agree to the terms and conditions set forth herein and acknowledge receipt of a copy of this Agreement.

**11. OWNER**

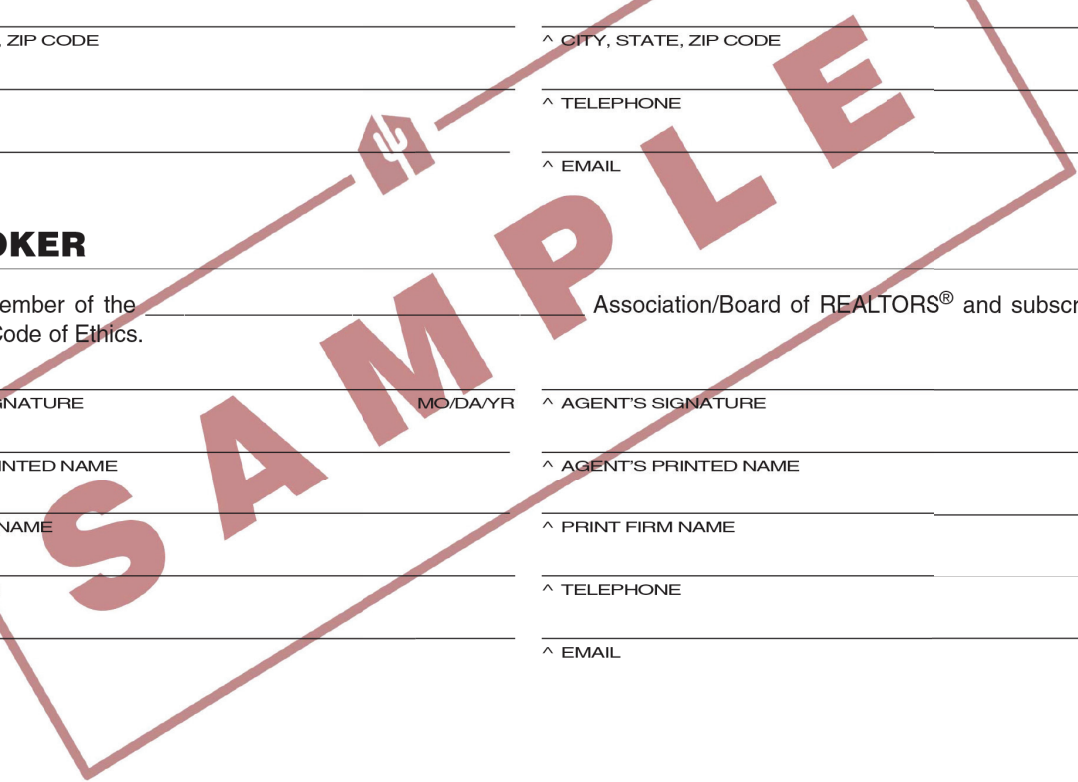
271.	_____	_____
	^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR	^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR
272.	_____	_____
	^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME	^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME
273.	_____	_____
	^ ADDRESS	^ ADDRESS
274.	_____	_____
	^ CITY, STATE, ZIP CODE	^ CITY, STATE, ZIP CODE
275.	_____	_____
	^ TELEPHONE	^ TELEPHONE
276.	_____	_____
	^ EMAIL	^ EMAIL

**12. BROKER**

277. Agent is a member of the \_\_\_\_\_ Association/Board of REALTORS® and subscribes to the

278. REALTOR® Code of Ethics.

279.	_____	_____
	^ AGENT'S SIGNATURE MO/DA/YR	^ AGENT'S SIGNATURE MO/DA/YR
280.	_____	_____
	^ AGENT'S PRINTED NAME	^ AGENT'S PRINTED NAME
281.	_____	_____
	^ PRINT FIRM NAME	^ PRINT FIRM NAME
282.	_____	_____
	^ TELEPHONE	^ TELEPHONE
283.	_____	_____
	^ EMAIL	^ EMAIL



<b>For Broker Use Only:</b> Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ MO/DA/YR
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SAMPLE REAL ESTATE FORMS

# **PURCHASE** CONTRACT



*This attachment should be given to the Buyer prior to the submission of any offer and is not part of the Residential Resale Real Estate Purchase Contract's terms.*



# ATTENTION BUYER!

*You are entering into a legally binding agreement.*

- 1. Read the entire contract *before* you sign it.
- 2. Review the Residential Seller's Property Disclosure Statement (See Section 4a).
  - This information comes directly from the Seller.
  - Investigate any blank spaces, unclear answers or any other information that is important to you.

- 3. Review the Inspection Paragraph (see Section 6a).

If important to you, hire a qualified:

- General home inspector
- Heating/cooling inspector
- Mold inspector
- Pest inspector
- Pool inspector
- Roof inspector

Verify square footage (see Section 6b)

Verify the property is on sewer or septic (see Section 6f)

- 4. Confirm your ability to obtain insurance and insurability of the property during the inspection period with your insurance agent (see Sections 6a and 6e).
- 5. Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2f).

It is your responsibility to make sure that you and your lender follow the timeline requirements in Section 2, and that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date. Otherwise, the Seller may cancel the contract and you may be liable for damages.

- 6. Read the title commitment within five (5) days of receipt (see Section 3c).
- 7. Read the CC&R's and all other governing documents within five (5) days of receipt (see Section 3c), especially if the home is in a homeowner's association.
- 8. Conduct a thorough pre-closing walkthrough (see Section 6l). If the property is unacceptable, speak up. After the closing may be too late.

You can obtain information through the Buyer's Advisory at [www.aaronline.com/manage-risk/buyer-advisory-3/](http://www.aaronline.com/manage-risk/buyer-advisory-3/).

**Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction.** Be cautious about verbal representations, advertising claims, and information contained in a listing. **Verify anything important to you.**

## WARNING: \*WIRE TRANSFER FRAUD\*

Beware of wiring instructions sent via email. Cyber criminals may hack email accounts and send emails with fake wiring instructions. **Always independently confirm wiring instructions prior to wiring any money.** Do not email or transmit documents that show bank account numbers or personal identification information.



# RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated:  
February 2020



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



## 1. PROPERTY

- 1a. 1. **BUYER:** \_\_\_\_\_  
BUYER'S NAME(S)
2. **SELLER:** \_\_\_\_\_ or  as identified in section 9c.  
SELLER'S NAME(S)
3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon  
4. or incidental thereto, plus the personal property described herein (collectively the "Premises").
- b. 5. Premises Address: \_\_\_\_\_ Assessor's #: \_\_\_\_\_  
6. City: \_\_\_\_\_ County: \_\_\_\_\_ AZ, Zip Code: \_\_\_\_\_  
7. Legal Description: \_\_\_\_\_  
8. \_\_\_\_\_  
9. \_\_\_\_\_
- 1c. 10. \$ \_\_\_\_\_ Full Purchase Price, paid as outlined below  
11. \$ \_\_\_\_\_ Earnest Money \_\_\_\_\_  
12. \$ \_\_\_\_\_  
13. \$ \_\_\_\_\_  
14. \_\_\_\_\_  
15. \_\_\_\_\_  
16. \_\_\_\_\_
17. Earnest Money is in the form of:  Personal Check  Wire Transfer  Other \_\_\_\_\_  
18. Upon acceptance of this offer, the Earnest Money, if any, will be deposited with:  Escrow Company  Broker's Trust Account.  
19. **IF THIS IS AN ALL CASH SALE:** A Letter of Credit or a source of funds from a financial institution documenting the availability of  
20. funds to close escrow *is* attached hereto.
- d. 21. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.  
22. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing  
23. documents, and perform all other acts necessary in sufficient time to allow COE to occur on  
24. \_\_\_\_\_, 20\_\_\_\_ ("COE Date"). If Escrow Company or recorder's office is closed on the COE Date,  
MONTH DAY YEAR  
25. COE shall occur on the next day that both are open for business.  
26. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down  
27. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds to  
28. Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on the COE Date.  
29. Buyer acknowledges that failure to pay the required closing funds by the scheduled COE, if not cured after a cure notice is delivered  
30. pursuant to Section 7a, shall be construed as a material breach of this Contract and the Earnest Money shall be subject to forfeiture.  
31. All funds are to be in U.S. currency.
- 1e. 32. **Possession:** Seller shall deliver possession, occupancy, existing keys and/or means to operate all locks, mailbox, security  
33. system/alarms, and all common area facilities to Buyer at COE or  \_\_\_\_\_.  
34. Broker(s) recommend that the parties seek independent counsel from insurance, legal, tax, and accounting professionals regarding  
35. the risks of pre-possession or post-possession of the Premises.
- 1f. 36. **Addenda Incorporated:**  Additional Clause  Buyer Contingency  Domestic Water Well  H.O.A.  
37.  Lead-Based Paint Disclosure  Loan Assumption  On-site Wastewater Treatment Facility  Seller Financing  Short Sale  
38.  Solar Lease / Solar Loan Assumption Addendum  Other: \_\_\_\_\_

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BUYER	BUYER
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- 1g. 39. Fixtures and Personal Property:** For purposes of this Contract, fixtures shall mean property attached/affixed to the Premises.
40. Seller agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and
41. property (i.e., remote controls) shall convey in this sale. Including the following:
- 42. •built-in appliances, ceiling fans and remotes •media antennas/satellite dishes (affixed) •storage sheds
  - 43. •central vacuum, hose, and attachments •outdoor fountains and lighting •storm windows and doors
  - 44. •draperies and other window coverings •outdoor landscaping (i.e., shrubbery, trees and unpotted plants) •stoves: gas-log, pellet, wood-burning
  - 45. •fireplace equipment (affixed) •shutters and awnings •timers (affixed)
  - 46. •floor coverings (affixed) •smart home devices, access to which shall be transferred (i.e., video doorbell, automated thermostat) •towel, curtain and drapery rods
  - 47. •free-standing range/oven •speakers (flush-mounted) •wall mounted TV brackets and hardware (excluding TVs)
  - 48. •garage door openers and remotes
  - 49. •light fixtures
  - 50. •mailbox
51. If owned by Seller, the following items also are included in this sale:
- 52. •affixed alternate power systems serving the Premises (i.e., solar) •in-ground pool and spa/hot tub equipment and covers (including any mechanical or other cleaning systems) •security and/or fire systems and/or alarms
  - 53. •water purification systems
  - 54. •water softeners
55. **Additional existing personal property included in this sale** (if checked):
56.  refrigerator (description): \_\_\_\_\_
57.  washer (description): \_\_\_\_\_
58.  dryer (description): \_\_\_\_\_
59.  above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): \_\_\_\_\_
60. \_\_\_\_\_
61.  other personal property not otherwise addressed (description): \_\_\_\_\_
62.  other personal property not otherwise addressed (description): \_\_\_\_\_
63. **Additional existing personal property included shall not be considered part of the Premises and shall be transferred with no**
64. **monetary value, and free and clear of all liens or encumbrances.**
65. Leased items shall **NOT** be included in this sale. Seller shall deliver notice of all leased items within three (3) days after Contract
66. acceptance. Buyer shall provide notice of any leased items disapproved within the Inspection Period or five (5) days after receipt of
67. the notice, whichever is later.
68. **IF THIS IS AN ALL CASH SALE:** Section 2 does not apply - go to Section 3.

**2. FINANCING**

- 2a. 69. Pre-Qualification:** An AAR Pre-Qualification Form *is* attached hereto and incorporated herein by reference.
- 2b. 70. Loan Contingency:** Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval without Prior to
71. Document ("PTD") conditions no later than three (3) days prior to the COE Date for the loan described in the AAR Loan Status
72. Update ("LSU") form or the AAR Pre-Qualification Form, whichever is delivered later. **No later than three (3) days prior to the**
73. **COE Date, Buyer shall either: (i) sign all loan documents; or (ii) deliver to Seller or Escrow Company notice of loan**
74. **approval without PTD conditions AND date(s) of receipt of Closing Disclosure(s) from Lender; or (iii) deliver to Seller or**
75. **Escrow Company notice of inability to obtain loan approval without PTD conditions.**
- 2c. 76. Unfulfilled Loan Contingency:** This Contract shall be cancelled and Buyer shall be entitled to a return of the Earnest Money if
77. after diligent and good faith effort, Buyer is unable to obtain loan approval without PTD conditions and delivers notice of inability
78. to obtain loan approval no later than three (3) days prior to the COE Date. If Buyer fails to deliver such notice, Seller may issue a
79. cure notice to Buyer as required by Section 7a and, in the event of Buyer's breach, Seller shall be entitled to the Earnest Money
80. pursuant to Section 7b. If, prior to expiration of any Cure Period, Buyer delivers notice of inability to obtain loan approval, Buyer
81. shall be entitled to a return of the Earnest Money. Buyer acknowledges that prepaid items paid separately from the Earnest Money
82. are not refundable.
- 2d. 83. Interest Rate / Necessary Funds:** Buyer agrees that (i) the inability to obtain loan approval due to the failure to lock the interest
84. rate and "points" by separate written agreement with the lender; or (ii) the failure to have the down payment or other funds
85. due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not an unfulfilled loan
86. contingency.
- 2e. 87. Loan Status Update:** Buyer shall deliver to Seller the LSU, with at a minimum lines 1-40 completed, describing the current status
88. of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to provide an updated LSU to
89. Broker(s) and Seller upon request.

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- 2f. 90. **Loan Application:** Unless previously completed, within three (3) days after Contract acceptance Buyer shall (i) provide lender 91. with Buyer's name, income, social security number, Premises address, estimate of value of the Premises, and mortgage loan 92. amount sought; and (ii) grant lender permission to access Buyer's Trimerged Residential Credit Report.
- 2g. 93. **Loan Processing During Escrow:** Within ten (10) days after receipt of the **Loan Estimate** Buyer shall (i) provide lender with 94. notice of intent to proceed with the loan transaction in a manner satisfactory to lender; and (ii) provide to lender all requested 95. signed disclosures and the documentation listed in the LSU at lines 32-35. Buyer agrees to diligently work to obtain the loan and 96. will promptly provide the lender with all additional documentation requested.
- 2h. 97. **Type of Financing:**  Conventional  FHA  VA  USDA  Assumption  Seller Carryback  \_\_\_\_\_ 98. (If financing is to be other than new financing, see attached addendum.)
- 2i. 99. **Loan Costs:** All costs of obtaining the loan shall be paid by Buyer, unless otherwise provided for herein.
- 2j. 100. **Seller Concessions (if any):** In addition to the other costs Seller has agreed to pay herein, Seller will credit Buyer \_\_\_\_\_% 101. of the Purchase Price **OR** \$\_\_\_\_\_ (Seller Concessions). The Seller Concessions may be used for any Buyer fee, cost, 102. charge, or expenditure to the extent allowed by Buyer's lender.
- 2k. 103. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the 104. Pre-Qualification Form attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make any 105. such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan 106. approval without PTD conditions, increase Seller's closing costs, or delay COE.
- 2l. 107. **Appraisal Contingency:** Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises acceptable to 108. lender for at least the purchase price. If the Premises fail to appraise for the purchase price in any appraisal required by lender, 109. Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a return of the Earnest Money or 110. the appraisal contingency shall be waived, unless otherwise prohibited by federal law.
- 2m. 111. **Appraisal Cost(s):** Initial appraisal fee shall be paid by  Buyer  Seller  Other \_\_\_\_\_ 112. at the time payment is required by lender and is non-refundable. If Seller is paying the initial appraisal fee, the fee  will  will not 113. be applied against Seller's Concessions at COE, if applicable. If Buyer's lender requires an updated appraisal prior to COE, it will be 114. performed at Buyer's expense. Any appraiser/lender required inspection cost(s) shall be paid for by Buyer.

**3. TITLE AND ESCROW**

- 3a. 115. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the 116. terms of this Contract shall be:
  - 117. \_\_\_\_\_  
ESCROW/TITLE COMPANY
  - 118. \_\_\_\_\_  
ADDRESS CITY STATE ZIP
  - 119. \_\_\_\_\_  
EMAIL PHONE FAX
- 3b. 120. **Title and Vesting:** Buyer will take title as determined before COE. If Buyer is married and intends to take title as his/her sole 121. and separate property, a disclaimer deed may be required. Taking title may have significant legal, estate planning and tax 122. consequences. Buyer should obtain independent legal and tax advice.
- 3c. 123. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, 124. addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies 125. of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to 126. Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements. Buyer shall have five (5) days after receipt of the 127. Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to Seller of any items disapproved. Seller 128. shall convey title by warranty deed, subject to existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements 129. and all other matters of record. Buyer shall be provided at Seller's expense an American Land Title Association ("ALTA") Homeowner's 130. Title Insurance Policy or, if not available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire 131. extended coverage at Buyer's own additional expense. If applicable, Buyer shall pay the cost of obtaining the ALTA Lender Title 132. Insurance Policy.

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- 3d. 133. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of Buyer to any homeowner's association(s) in which the Premises are located. (ii) If Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by Escrow Company. (iii) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.
- 3e. 143. **Tax Prorations:** Real property taxes payable by Seller shall be prorated to COE based upon the latest tax information available.
- 3f. 144. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release the Earnest Money pursuant to the terms and conditions of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to the release of the Earnest Money.
- 3g. 149. **Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of COE, including homeowner's association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, and service contracts, shall be prorated as of COE or  Other: \_\_\_\_\_
- 3h. 152. **Assessment Liens:** The amount of any assessment lien or bond including those charged by a special taxing district, such as a Community Facilities District, shall be prorated as of COE.

**4. DISCLOSURE**

- 4a. 154. **Seller's Property Disclosure Statement ("SPDS"):** Seller shall deliver a completed AAR Residential SPDS form to Buyer within three (3) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Inspection Period or five (5) days after receipt of the SPDS, whichever is later.
- 4b. 157. **Insurance Claims History:** Seller shall deliver to Buyer a written five (5) year insurance claims history regarding the Premises (or a claims history for the length of time Seller has owned the Premises if less than five (5) years) from Seller's insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these sources, from Seller, within five (5) days after Contract acceptance. Buyer shall provide notice of any items disapproved within the Inspection Period or five (5) days after receipt of the claims history, whichever is later.
- 4c. 162. **Foreign Sellers:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is applicable if Seller is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person"). Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of the purchase price withheld, unless an exception applies. Seller is responsible for obtaining independent legal and tax advice.
- 4d. 167. **Lead-Based Paint Disclosure:** If the Premises were built prior to 1978, Seller shall: (i) notify Buyer of any known lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide Buyer with any LBP risk assessments or inspections of the Premises in Seller's possession; (iii) provide Buyer with the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information"). Buyer shall return a signed copy of the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards to Seller prior to COE.
  - 173.  LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk assessments or inspections during Inspection Period.
  - 175.  Seller shall provide LBP Information within five (5) days after Contract acceptance. Buyer may within ten (10) days or \_\_\_\_\_ days after receipt of the LBP Information conduct or obtain a risk assessment or inspection of the Premises for the presence of LBP or LBP hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the LBP Information or five (5) days after expiration of the Assessment Period cancel this Contract.
  - 179. Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that disturb lead-based paint in residential properties built before 1978 and to follow specific work practices to prevent lead contamination.
  - 181. If Premises were constructed prior to 1978, **(BUYER'S INITIALS REQUIRED)** \_\_\_\_\_ BUYER BUYER
  - 182. If Premises were constructed in 1978 or later, **(BUYER'S INITIALS REQUIRED)** \_\_\_\_\_ BUYER BUYER

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- 4e. 183. **Affidavit of Disclosure:** If the Premises are located in an unincorporated area of the county, and five (5) or fewer parcels of  
184. property other than subdivided property are being transferred, Seller shall deliver a completed Affidavit of Disclosure in the form  
185. required by law to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit of Disclosure items  
186. disapproved within the Inspection Period or five (5) days after receipt of the Affidavit of Disclosure, whichever is later.
- 4f. 187. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Premises or disclosures made herein,  
188. in the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by this  
189. Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed five (5) days after  
190. delivery of such notice to provide notice of disapproval to Seller.

## 5. WARRANTIES

- 5a. 191. **Condition of Premises: BUYER AND SELLER AGREE THE PREMISES ARE BEING SOLD IN ITS PRESENT PHYSICAL**  
192. **CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE.** Seller makes no warranty to Buyer, either express or implied, as  
193. to the condition, zoning, or fitness for any particular use or purpose of the Premises. However, Seller shall maintain and repair the  
194. Premises so that at the earlier of possession or COE: (i) the Premises, including all personal property included in the sale, will be in  
195. substantially the same condition as on the date of Contract acceptance; and (ii) all personal property not included in the sale and  
196. debris will be removed from the Premises. Buyer is advised to conduct independent inspections and investigations regarding the  
197. Premises within the Inspection Period as specified in Section 6a. Buyer and Seller acknowledge and understand they may, but are  
198. not obligated to, engage in negotiations for repairs/improvements to the Premises. Any/all agreed upon repairs/improvements will be  
199. addressed pursuant to Section 6j.
- 5b. 200. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and  
201. any information concerning the Premises known to Seller, excluding opinions of value, which materially and adversely affect the  
202. consideration to be paid by Buyer. Prior to COE, Seller warrants that payment in full will have been made for all labor, professional  
203. services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding COE in connection with the  
204. construction, alteration, or repair of any structure on or improvement to the Premises. Seller warrants that the information regarding  
205. connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is correct to the best of  
206. Seller's knowledge.
- 5c. 207. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect  
208. Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Premises or COE,  
209. Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Premises.  
210. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except disclosed as follows:**  
211. \_\_\_\_\_  
212. \_\_\_\_\_

## 6. DUE DILIGENCE

- 6a. 213. **Inspection Period:** Buyer's Inspection Period shall be ten (10) days or \_\_\_\_\_ days after Contract acceptance. During the  
214. Inspection Period Buyer, at Buyer's expense, shall: (i) conduct all desired physical, environmental, and other types of inspections  
215. and investigations to determine the value and condition of the Premises; (ii) make inquiries and consult government agencies,  
216. lenders, insurance agents, architects, and other appropriate persons and entities concerning the suitability of the Premises and  
217. the surrounding area; (iii) investigate applicable building, zoning, fire, health, and safety codes to determine any potential hazards,  
218. violations or defects in the Premises; and (iv) verify any material multiple listing service ("MLS") information. If the presence of  
219. sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity is  
220. a material matter to Buyer, it must be investigated by Buyer during the Inspection Period. Buyer shall keep the Premises free and  
221. clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all  
222. damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection  
223. reports concerning the Premises obtained by Buyer. Buyer is advised to consult the Arizona Department of Real Estate *Buyer*  
224. *Advisory* to assist in Buyer's due diligence inspections and investigations.
- 6b. 225. **Square Footage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH THE**  
226. **REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL**  
227. **MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.**
- 6c. 228. **Wood-Destroying Organism or Insect Inspection: IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS**  
229. **(SUCH AS TERMITES) ARE A MATERIAL MATTER TO BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE**  
230. **INSPECTION PERIOD.** Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the  
231. Inspection Period. If the lender requires an updated Wood-Destroying Organism or Insect Inspection Report prior to COE, it will be  
232. performed at Buyer's expense.
- 6d. 233. **Flood Hazard: FLOOD HAZARD DESIGNATIONS OR THE COST OF FLOOD HAZARD INSURANCE SHALL BE**  
234. **DETERMINED BY BUYER DURING THE INSPECTION PERIOD.** If the Premises are situated in an area identified as having  
235. any special flood hazards by any governmental entity, **THE LENDER MAY REQUIRE THE PURCHASE OF FLOOD HAZARD**  
236. **INSURANCE.** Special flood hazards may also affect the ability to encumber or improve the Premises.

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BUYER	BUYER

- 6e. 237. **Insurance: IF HOMEOWNER'S INSURANCE IS A MATERIAL MATTER TO BUYER, BUYER SHALL APPLY FOR AND**  
 238. **OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER'S INSURANCE FOR THE**  
 239. **PREMISES FROM BUYER'S INSURANCE COMPANY DURING THE INSPECTION PERIOD.** Buyer understands that any  
 240. homeowner's, fire, casualty, flood or other insurance desired by Buyer or required by lender should be in place at COE.
- 6f. 241. **Sewer or On-site Wastewater Treatment System:** The Premises are connected to a:  
 242.  sewer system  conventional septic system  alternative system
243. **IF A SEWER CONNECTION IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION**  
 244. **PERIOD.** If the Premises are served by a conventional septic or alternative system, the AAR On-site Wastewater Treatment Facility  
 245. Addendum is incorporated herein by reference.
246. (BUYER'S INITIALS REQUIRED) \_\_\_\_\_ BUYER BUYER
- 6g. 247. **Swimming Pool Barrier Regulations:** During the Inspection Period, Buyer agrees to investigate all applicable state, county, and  
 248. municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to  
 249. occupying the Premises, unless otherwise agreed in writing. If the Premises contains a Swimming Pool, Buyer acknowledges receipt  
 250. of the Arizona Department of Health Services approved private pool safety notice.
251. (BUYER'S INITIALS REQUIRED) \_\_\_\_\_ BUYER BUYER
- 6h. 252. **BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT**  
 253. **QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE SURROUNDING**  
 254. **AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S**  
 255. **DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PREMISES AND THE**  
 256. **SURROUNDING AREA IS BEYOND THE SCOPE OF BROKER'S EXPERTISE AND LICENSING, BUYER EXPRESSLY**  
 257. **RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD**  
 258. **HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.**
259. (BUYER'S INITIALS REQUIRED) \_\_\_\_\_ BUYER BUYER
- 6i. 260. **Inspection Period Notice:** Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items  
 261. disapproved. AAR's Buyer's Inspection Notice and Seller's Response form is available for this purpose. Buyer shall conduct all  
 262. desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items disapproved shall be  
 263. provided in a single notice.
- 6j. 264. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller a  
 265. signed notice of the items disapproved and state in the notice that Buyer elects to either:  
 266. (1) Immediately cancel this Contract, in which case:  
 267. (a) If Buyer's notice specifies disapproval of items as allowed herein, the Earnest Money shall be released to Buyer.  
 268. (b) If Buyer's notice fails to specify items disapproved as allowed herein, the cancellation will remain in effect but Buyer has  
 269. failed to comply with a provision of this Contract and Seller may deliver to Buyer a cure notice as required by Section 7a.  
 270. If Buyer fails to cure their non-compliance within three (3) days after delivery of such notice, Buyer shall be in breach and  
 271. Seller shall be entitled to the Earnest Money. If, prior to expiration of the Cure Period, Buyer delivers notice specifying  
 272. items disapproved as allowed herein, Buyer shall be entitled to a return of the Earnest Money.
273. **OR**
274. (2) Provide Seller an opportunity to correct the items disapproved, in which case:  
 275. (a) Seller shall respond in writing within five (5) days or \_\_\_\_\_ days after delivery to Seller of Buyer's notice of items  
 276. disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed  
 277. Seller's refusal to correct any of the items disapproved.  
 278. (b) **If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any repairs in a**  
 279. **workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days**  
 280. **or \_\_\_\_\_ days prior to the COE Date.**  
 281. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five (5) days  
 282. after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first, and the  
 283. Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as provided,  
 284. Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.
285. **VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS.** Only a written agreement signed by both parties will extend  
 286. response times or cancellation rights.
287. **BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN**  
 288. **THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE**  
 289. **TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.**

>>

SELLER	SELLER

<Initials

Initials>

BUYER	BUYER



**6k. 290. Home Warranty Plan:** Buyer and Seller are advised to investigate the various home warranty plans available for purchase. The  
 291. parties acknowledge that different home warranty plans have different coverage options, exclusions, limitations, service fees and  
 292. most plans exclude pre-existing conditions.

293.  A Home Warranty Plan will be ordered by  Buyer or  Seller with the following optional coverage  
 294. \_\_\_\_\_, to be issued by \_\_\_\_\_ at a cost  
 295. not to exceed \$ \_\_\_\_\_, to be paid for by  Buyer  Seller  Split evenly between Buyer and Seller  
 296.  Buyer declines the purchase of a Home Warranty Plan.

297. **(BUYER'S INITIALS REQUIRED)** \_\_\_\_\_ BUYER BUYER

**6l. 298. Walkthrough(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Premises for  
 299. the purpose of satisfying Buyer that any corrections or repairs agreed to by Seller have been completed, and the Premises are  
 300. in substantially the same condition as of the date of Contract acceptance. If Buyer does not conduct such walkthrough(s), Buyer  
 301. releases Seller and Broker(s) from liability for any defects that could have been discovered.

**6m. 302. Seller's Responsibility Regarding Inspections and Walkthrough(s):** Seller shall make the Premises available for all inspections  
 303. and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including any propane,  
 304. until COE to enable Buyer to conduct these inspections and walkthrough(s).

**6n. 305. IRS and FIRPTA Reporting:** The Foreign Investment in Real Property Tax Act ("FIRPTA") provides that, if a seller is a Foreign  
 306. Person, a buyer of residential real property must withhold federal income taxes up to 15% of the purchase price, unless an exception  
 307. applies. If FIRPTA is applicable and Buyer fails to withhold, Buyer may be held liable for the tax. Buyer agrees to perform any acts  
 308. reasonable or necessary to comply with FIRPTA and IRS reporting requirements and Buyer is responsible for obtaining independent  
 309. legal and tax advice.

**7. REMEDIES**

**7a. 310. Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any  
 311. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the  
 312. non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a  
 313. breach of Contract. If Escrow Company or recorder's office is closed on the last day of the Cure Period, and COE must occur  
 314. to cure a potential breach, COE shall occur on the next day that both are open for business.

**7b. 315. Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the  
 316. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute  
 317. Resolution obligations set forth herein. In the case of Seller, because it would be difficult to fix actual damages in the event of  
 318. Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept  
 319. the Earnest Money as Seller's sole right to damages; and in the event of Buyer's breach arising from Buyer's failure to deliver the  
 320. notice required by Section 2b, or Buyer's inability to obtain loan approval due to the waiver of the appraisal contingency pursuant  
 321. to Section 2l, Seller shall exercise this option and accept the Earnest Money as Seller's sole right to damages. An unfulfilled  
 322. contingency is not a breach of Contract. The parties expressly agree that the failure of any party to comply with the terms and  
 323. conditions of Section 1d to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a,  
 324. will constitute a material breach of this Contract, rendering the Contract subject to cancellation.

**7c. 325. Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this  
 326. Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid  
 327. equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall  
 328. be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of  
 329. an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration  
 330. Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be  
 331. final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.  
 332. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the  
 333. mediation conference by notice to the other and, in such event, either party shall have the right to resort to court action.

**7d. 334. Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the  
 335. Small Claims Division of an Arizona Justice Court (up to \$3,500) so long as the matter is not thereafter transferred or removed from  
 336. the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or  
 337. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that  
 338. is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action  
 339. ("lis pendens"), or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the  
 340. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

**7e. 341. Attorney Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this  
 342. Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees, expert  
 343. witness fees, fees paid to investigators, and arbitration costs.

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Residential Resale Real Estate Purchase Contract • Updated: February 2020  
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<div style="border: 1px solid black; padding: 2px; width: 100%;">SELLER</div>	<Initials		Initials>	<div style="border: 1px solid black; padding: 2px; width: 100%;">BUYER</div>
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**8. ADDITIONAL TERMS AND CONDITIONS**

8a. 344. \_\_\_\_\_  
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<Initials

Initials>

_____	
<b>BUYER</b>	<b>BUYER</b>

**Residential Resale Real Estate Purchase Contract >>**

- 8b.** 390. **Risk of Loss:** If there is any loss or damage to the Premises between the date of Contract acceptance and COE or possession, 391. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller, provided, 392. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or 393. Buyer may elect to cancel the Contract.
- 8c.** 394. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 8d.** 395. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 8e.** 396. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations described 397. herein.
- 8f.** 398. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by 399. separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. 400. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer 401. is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE 402. SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR 403. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN BROKER AND CLIENT.
- 8g.** 404. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. 405. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any 406. number of counterparts, which shall become effective upon delivery as provided for herein, except that the Disclosure of Information 407. on Lead-Based Paint and Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be deemed to 408. constitute one instrument, and each counterpart shall be deemed an original.
- 8h.** 409. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and 410. end at 11:59 p.m.
- 8i.** 411. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from 412. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on the 413. date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that 414. must be performed three (3) days prior to the COE Date must be performed three (3) full days prior (i.e. – if the COE Date is Friday 415. the act must be performed by 11:59 p.m. on Monday).
- 8j.** 416. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 417. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing signed 418. by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
- 8k.** 419. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that 420. any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l.** 421. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering 422. notice stating the reason for cancellation to the other party or to Escrow Company. Cancellation shall become effective immediately 423. upon delivery of the cancellation notice.
- 8m.** 424. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing 425. and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email 426. addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in Section 427. 8q, to Seller as indicated in Section 9a and to Escrow Company indicated in Section 3a.
- 8n.** 428. **Release of Broker(s):** Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this 429. transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, 430. boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, 431. governmental regulations, insurance, price and terms of sale, return on investment or any other matter relating to the value 432. or condition of the Premises. The parties understand and agree that Broker(s) do not provide advice on property as an 433. investment and are not qualified to provide financial, legal, or tax advice regarding this real estate transaction.
- 434. (SELLER'S INITIALS REQUIRED) \_\_\_\_\_ (BUYER'S INITIALS REQUIRED) \_\_\_\_\_  
SELLER SELLER BUYER BUYER
- 8o.** 435. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered 436. in person, by mail, facsimile or electronically, and received by Broker named in Section 8q 437. by \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m., Mountain Standard Time. 438. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this 439. date and time, this offer shall be deemed withdrawn and Buyer's Earnest Money shall be returned.
- 8p.** 440. THIS CONTRACT CONTAINS TEN (10) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE 441. THAT YOU HAVE RECEIVED AND READ ALL TEN (10) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND 442. ATTACHMENTS.

>>

SELLER	SELLER

<Initials

Initials>

BUYER	BUYER



**Residential Resale Real Estate Purchase Contract >>**

**8q. 443. Broker on behalf of Buyer:**

444. \_\_\_\_\_  
PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

445. \_\_\_\_\_  
PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

446. \_\_\_\_\_  
PRINT FIRM NAME FIRM MLS CODE

447. \_\_\_\_\_  
FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

448. \_\_\_\_\_  
PREFERRED TELEPHONE FAX EMAIL

**8r. 449. Agency Confirmation:** Broker named in Section 8q above is the agent of (check one):

450.  Buyer;  Seller; or  both Buyer and Seller

**8s. 451. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof including the Buyer Attachment.**

453. ^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

454. ^ BUYER'S NAME PRINTED ^ BUYER'S NAME PRINTED

455. ADDRESS ADDRESS

456. CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

**9. SELLER ACCEPTANCE**

**9a. 457. Broker on behalf of Seller:**

458. \_\_\_\_\_  
PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

459. \_\_\_\_\_  
PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.

460. \_\_\_\_\_  
PRINT FIRM NAME FIRM MLS CODE

461. \_\_\_\_\_  
FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

462. \_\_\_\_\_  
PREFERRED TELEPHONE FAX EMAIL

**9b. 463. Agency Confirmation:** Broker named in Section 9a above is the agent of (check one):

464.  Seller; or  both Buyer and Seller

**9c. 465. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.**

467.  Counter Offer is attached, and is incorporated herein by reference. Seller must sign and deliver both this offer and the Counter Offer. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

469. ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

470. ^ SELLER'S NAME PRINTED ^ SELLER'S NAME PRINTED

471. ADDRESS ADDRESS

472. CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

473.  **OFFER REJECTED BY SELLER:** \_\_\_\_\_, 20\_\_\_\_  
MONTH DAY YEAR (SELLER'S INITIALS)

**For Broker Use Only:**

Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
MO/DA/YR



SAMPLE REAL ESTATE FORMS

# **HOA** ADDENDUM

# H.O.A. CONDOMINIUM / PLANNED COMMUNITY ADDENDUM

Document updated:  
October 2021



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



## SELLER'S NOTICE OF H.O.A. INFORMATION

1. Seller: \_\_\_\_\_
2. Premises Address: \_\_\_\_\_
3. Date: \_\_\_\_\_
4. **INSTRUCTIONS:** (1) Homeowner's association ("H.O.A.") information on page 1 to be completed by Seller at the time of listing the
5. Premises for sale. (2) Upon completion, this Addendum shall be uploaded to the multiple listing service, if available, or delivered to
6. prospective buyers upon request prior to prospective buyer's submission of a Residential Resale Real Estate Purchase Contract to Seller.

### ASSOCIATION(S) GOVERNING THE PREMISES

7.	H.O.A.: _____	Contact Info: _____
8.	Management Company (if any): _____	Contact Info: _____
9.	Amount of Dues: \$ _____	How often? _____
10.	Amount of special assessments (if any): \$ _____	How often? _____ Start Date: _____ End Date: _____ <span style="font-size: small;">MO/DA/YR MO/DA/YR</span>
11.	<b>Master Association</b> (if any): _____	Contact Info: _____
12.	Management Company (if any): _____	Contact Info: _____
13.	Amount of Dues: \$ _____	How often? _____
14.	Amount of special assessments (if any): \$ _____	How often? _____ Start Date: _____ End Date: _____ <span style="font-size: small;">MO/DA/YR MO/DA/YR</span>
15.	<b>Other:</b> _____	Contact Info: _____
16.	Amount of Dues: \$ _____	How often? _____

### FEES PAYABLE UPON CLOSE OF ESCROW

17. **Transfer Fees:** Association(s) fees related to the transfer of title: H.O.A.: \$ \_\_\_\_\_ Master Association: \$ \_\_\_\_\_.
18. **Capital Improvement Fees,** including but not limited to those fees labeled as community reserve, asset preservation, capital reserve,
19. working capital, community enhancement, future improvement fees, or payments: H.O.A.: \$ \_\_\_\_\_ Master Association: \$ \_\_\_\_\_.
20. **Prepaid Association(s) Fees:** Dues, assessments, and any other association(s) fees paid in advance of their due date:
21. H.O.A.: \$ \_\_\_\_\_ Master Association: \$ \_\_\_\_\_.
22. **Disclosure Fees:** Association(s)/Management Company(ies) costs incurred in the preparation of a statement or other documents
23. furnished by the association(s) pursuant to the resale of the Premises for purposes of resale disclosure, lien estoppels and any other
24. services related to the transfer or use of the property. Pursuant to Arizona law, Disclosure Fees cannot be more than an aggregate
25. of \$400.00 per association. As part of the Disclosure Fees, each association may charge a statement or other documents update fee of
26. no more than \$50.00 if thirty (30) days or more have passed since the date of the original disclosure statement or the date the documents
27. were delivered. Additionally, each association may charge a rush fee of no more than \$100.00 if rush services are required to be
28. performed within seventy-two (72) hours after the request. H.O.A.: \$ \_\_\_\_\_ Master Association: \$ \_\_\_\_\_.
29. **Other Fees:** \$ \_\_\_\_\_ Explain: \_\_\_\_\_.
30. **SELLER CERTIFICATION:** By signing below, Seller certifies that the information contained above is true and complete to the best of
31. Seller's actual knowledge as of the date signed. Broker(s) did not verify any of the information contained herein.
32. \_\_\_\_\_
33. ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

>>

**ADDITIONAL OBLIGATIONS**

- 34. **If the homeowner’s association has less than 50 units**, no later than ten (10) days after Contract acceptance, the Seller shall provide
- 35. in writing to Buyer the information described below as required by Arizona law.
  
- 36. **If the homeowners association has 50 or more units**, Seller shall furnish notice of pending sale that contains the name and address
- 37. of the Buyer to the homeowner’s association within five (5) days after Contract acceptance and pursuant to Section 3d of the Contract.
- 38. Escrow Company is instructed to provide such notice on Seller’s behalf. The association is obligated by Arizona law to provide information
- 39. described below to Buyer within ten (10) days after receipt of Seller’s notice.
  
- 40. **BUYER IS ALLOWED FIVE (5) DAYS AFTER RECEIPT OF THE INFORMATION FROM THE SELLER(S) OR HOMEOWNER’S**
- 41. **ASSOCIATION TO PROVIDE WRITTEN NOTICE TO SELLER OF ANY ITEMS DISAPPROVED.**

**INFORMATION REQUIRED BY LAW TO BE PROVIDED TO BUYER:**

- 42.
- 43. 1. A copy of the bylaws and the rules of the association.
- 44. 2. A copy of the declaration of Covenants, Conditions and Restrictions (“CC&Rs”).
- 45. 3. A dated statement containing:
  - 46. (a) The telephone number and address of a principal contact for the association, which may be an association manager, an
  - 47. association management company, an officer of the association or any other person designated by the board of directors.
  - 48. (b) The amount of the common expense assessment and the unpaid common expense assessment, special assessment or
  - 49. other assessment, fee or charge currently due and payable from the Seller.
  - 50. (c) A statement as to whether a portion of the unit is covered by insurance maintained by the association.
  - 51. (d) The total amount of money held by the association as reserves.
  - 52. (e) If the statement is being furnished by the association, a statement as to whether the records of the association reflect any
  - 53. alterations or improvements to the unit that violate the declaration. The association is not obligated to provide information
  - 54. regarding alterations or improvements that occurred more than six years before the proposed sale. Seller remains obligated
  - 55. to disclose alterations or improvements to the Premises that violate the declaration. The association may take action
  - 56. against the Buyer for violations apparent at the time of purchase that are not reflected in the association’s records.
  - 57. (f) If the statement is being furnished by the Seller, a statement as to whether the Seller has any knowledge of any alterations
  - 58. or improvements to the unit that violate the declaration.
  - 59. (g) A statement of case names and case numbers for pending litigation with respect to the Premises or the association,
  - 60. including the amount of any money claimed.
- 61. 4. A copy of the current operating budget of the association.
- 62. 5. A copy of the most recent annual financial report of the association. If the report is more than ten pages, the association may
- 63. provide a summary of the report in lieu of the entire report.
- 64. 6. A copy of the most recent reserve study of the association, if any.
- 65. 7. Any other information required by law.
- 66. 8. A statement for Buyer acknowledgment and signature are required by Arizona law.

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## BUYER'S ACKNOWLEDGMENT AND TERMS

67. Buyer: \_\_\_\_\_

68. Seller: \_\_\_\_\_

69. Premises Address: \_\_\_\_\_

70. **NOTE: LINES 71-76 TO ONLY BE COMPLETED BY BUYER, AND NOT SELLER!**

71. **The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises.**

73. **Transfer Fees** shall be paid by:  Buyer  Seller  Other \_\_\_\_\_

74. **Capital Improvement Fees** shall be paid by:  Buyer  Seller  Other \_\_\_\_\_

75. Any additional fees not disclosed on page 1 and payable upon close of escrow shall be paid by:  Buyer  Seller  Other \_\_\_\_\_

76. \_\_\_\_\_

77. Buyer shall pay all **Prepaid Association Fees**.

78. Seller shall pay all **Disclosure Fees** as required by Arizona law.

79. In a financed purchase, Buyer shall be responsible for all lender fees charged to obtain Association(s)/Management Company(ies) documents.

80. **BUYER VERIFICATION:** Buyer may contact the Association(s)/Management Company(ies) for verbal verification of association

81. **FEES PAYABLE UPON CLOSE OF ESCROW.**

82. **ASSESSMENTS:** Any current homeowner's association assessment which is a lien as of Close of Escrow shall be paid in full by Seller.

83. Any assessment that becomes a lien after Close of Escrow is Buyer's responsibility.

## ADDITIONAL TERMS AND CONDITIONS

84. \_\_\_\_\_

85. \_\_\_\_\_

86. \_\_\_\_\_

87. \_\_\_\_\_

88. **BUYER ACKNOWLEDGEMENT:** By signing below, Buyer acknowledges receipt of all three (3) pages of this addendum and acknowledges that, although Seller has used best efforts to identify the amount of the fees stated herein, the precise amount of the fees may not be known until written disclosure documents are furnished by the Association(s)/Management Company(ies) per Arizona law (A.R.S. § 33-1260 and §33-1806). Buyer further acknowledges that Broker(s) did not verify any of the information contained herein. Buyer therefore agrees to hold Seller and Broker(s) harmless should the **FEES PAYABLE UPON CLOSE OF ESCROW** prove incorrect or incomplete.

93. The undersigned agrees to the additional terms and conditions set forth above and acknowledges receipt of a copy hereof.

94. \_\_\_\_\_

95. ^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

96. **SELLER'S ACCEPTANCE:**

97. \_\_\_\_\_

98. ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

**For Broker Use Only:**

Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
MO/DA/YR



SAMPLE REAL ESTATE FORMS

# **SOLAR** ADDENDUM

# SOLAR ADDENDUM

Document updated:  
February 2022



*The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.*



- 1. Seller: \_\_\_\_\_
- 2. Buyer: \_\_\_\_\_
- 3. Premises Address: \_\_\_\_\_
- 4. Date: \_\_\_\_\_
- 5. A solar photovoltaic (“PV”) panel system (“Solar System”) has been installed on the Premises. The Solar System shall convey with the
- 6. Premises pursuant to the terms set forth below and the following additional terms and conditions are hereby included as a part of the
- 7. Contract between Seller and Buyer for the above referenced Premises if marked by an “X” and initialed by Seller and Buyer. The terms
- 8. and conditions of the Contract are included herein by reference.

## 9. INSTRUCTIONS:

- 10. If the Solar System installed on the Premises is owned outright by Seller or utility owned and is not subject to a lease or unpaid loan,
- 11. mark the appropriate box on line 14 and complete only Sections 1 and 3.
- 12. If the Solar System installed on the Premises is subject to a lease or unpaid loan and Buyer’s purchase of the Premises is contingent
- 13. on Buyer’s assumption of the Solar System lease/loan, mark the box on line 23 and complete only Sections 2 and 3.

### 14. 1. Seller Owned or Utility Owned Solar System

- 15. **Seller Disclosure:** Within three (3) days after Contract acceptance, Seller shall deliver to Buyer all documents in Seller’s possession
- 16. pertaining to the Solar System installed on the Premises. The Solar System documents in Seller’s possession are collectively hereinafter
- 17. referred to as the “Solar System Documents.”
- 18. **Buyer Disapproval:** Buyer shall provide notice of any Solar System related items disapproved within the Inspection Period or five
- 19. (5) days after receipt from Seller of the Solar System Documents, whichever is later. Buyer’s failure to deliver a signed notice of
- 20. cancellation within the specified time period shall conclusively be deemed Buyer’s election to proceed with the transaction, subject to
- 21. the contingencies set forth in the Contract.
- 22. **If lines 14 - 21 apply: BUYER’S AND SELLER’S INITIALS REQUIRED** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER SELLER SELLER

### 23. 2. Solar System Lease/Loan

- 24. **Lessor/Lien Holder:** The term “Lessor,” as used herein, shall refer to the company that leases the Solar System to Seller, or the
- 25. servicer on the unpaid loan used by Seller to purchase the Solar System.
- 26. **Seller Disclosure:** Within three (3) days after Contract acceptance, Seller shall: (i) deliver to Buyer the most recent version of the
- 27. Solar System lease/loan; (ii) deliver to Buyer all other Solar System documents in Seller’s possession; (iii) provide to Buyer the name
- 28. and phone number of Lessor; and (iv) notify Lessor of the sale, the name of Buyer, and the name of the Escrow Company as set forth
- 29. in Section 3a of the Contract. The Solar System lease/loan and other documents in Seller’s possession are collectively hereinafter
- 30. referred to as the “Solar System Documents.”
- 31. **Lease/Loan Assumption Contingency:** Buyer’s obligation to complete this sale is contingent upon Buyer obtaining from Lessor
- 32. approval to assume the Solar System lease/loan under the existing terms and conditions no later than three (3) days prior to the
- 33. Close of Escrow date (“Assumption Approval”).
- 34. **Buyer Disapproval:** Buyer shall provide notice of any Solar System related items disapproved within the Inspection Period or five (5) days
- 35. after receipt from Seller of the Solar System Documents, whichever is later. Buyer’s failure to deliver a signed notice of cancellation

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## Solar Addendum >>

36. within the specified time period shall conclusively be deemed Buyer's election to proceed with the transaction, subject to the other  
37. contingencies set forth herein and in the Contract. Should Buyer elect to proceed with the transaction, Buyer shall immediately  
38. apply for lease/loan Assumption Approval in the manner required by Lessor, and Seller and Buyer agree to cooperate fully with  
39. Lessor and supply the necessary documentation to complete the assumption.
40. **Unfulfilled Lease/Loan Assumption Contingency:** This Contract shall be cancelled, and Buyer shall be entitled to a return of the  
41. Earnest Money if, after diligent and good faith effort, Buyer is: (i) unable to obtain Assumption Approval from Lessor; and (ii) delivers  
42. to Seller a signed notice of inability to obtain Assumption Approval no later than three (3) days prior to the Close of Escrow date.  
43. If Buyer is unable to obtain Assumption Approval within the specified time period, but fails to deliver such notice, Seller may issue  
44. a cure notice to Buyer as required by Section 7a of the Contract and, in the event of Buyer's breach, Seller shall be entitled to the  
45. Earnest Money pursuant to Section 7b of the Contract. If, prior to expiration of the Cure Period, Buyer delivers notice of inability to  
46. obtain Assumption Approval, Buyer shall be entitled to a return of the Earnest Money.
47. **Transfer Fees:** Unless required by Lessor, any mandatory Lessor fees associated with Buyer's assumption of the Solar System  
48. lease/loan and/or the transfer of the Solar System to Buyer, including, but not limited to, document processing fees, shall be paid by:  
49.  Buyer  Seller  Other \_\_\_\_\_ at the time payment is required and is non-refundable.
50. **Credit Score Fee:** In the event Buyer does not meet the required credit score mandated by Lessor to assume the Solar System  
51. lease/loan and a credit score fee is imposed by Lessor in exchange for issuing Assumption Approval, Buyer shall have the right  
52. to provide notice of cancellation within the Inspection Period or five (5) days after receipt of notice from Lessor of the credit score  
53. fee, whichever is later. Buyer's failure to deliver a signed notice of cancellation within the specified time period shall conclusively be  
54. deemed Buyer's election to proceed with the transaction subject to the other contingencies set forth herein and in the Contract. Should  
55. Buyer elect to proceed with the transaction and pay the credit score fee to Lessor in exchange for Assumption Approval, the fee shall  
56. be paid by Buyer at the time payment is required and shall be non-refundable.
57. **Solar Tax Credit Loan Balance Reduction:** Seller shall be responsible for paying any required reduction in loan balance as it relates  
58. to eligible solar tax credits that may be necessary for Buyer to assume the Solar System loan.
59. **If lines 23 - 58 apply: BUYER'S AND SELLER'S INITIALS REQUIRED** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER SELLER SELLER

### 3. Additional Terms and Conditions

60. **3. Additional Terms and Conditions**
61. **THE FOLLOWING TERMS APPLY TO EITHER SECTION AGREED TO ABOVE:**
62. **BUYER:** Any change in the current rate plan made by Buyer may result in increased rates or a plan that is less favorable to Buyer,  
63. including, but not limited to, the loss of net metering billing status. If electric utilities are not on at the time of Contract Acceptance  
64. or anytime thereafter, Buyer should investigate whether the current Solar System rate plan will change as a result. Buyer should  
65. ensure that electric utilities are transferred into their name on the day of Close of Escrow. Failure to do so may result in increased  
66. rates or a plan that is less favorable to Buyer, including, but not limited to, the loss of net metering billing status.
67. **BUYER'S INITIALS REQUIRED** \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER
68. **SELLER:** If electric utilities are on at the time of Contract Acceptance, Seller shall ensure they remain on through Close of Escrow.  
69. Should Seller turn off electric utilities or change the existing rate plan at any time between the date of Contract Acceptance and  
70. Close of Escrow and doing so results in increased rates or a plan that is less favorable to Buyer, including, but not limited to, the  
71. loss of net metering billing status, it shall be deemed a change in the Premises under Section 4f of the Contract.
72. **SELLER'S INITIALS REQUIRED** \_\_\_\_\_ / \_\_\_\_\_  
SELLER SELLER
73. **Buyer Due Diligence:** Buyer is advised that if the cost, insurability, operation, or value of the Solar System is a material matter to Buyer,  
74. it must be investigated within the allotted timeframe set forth in this Addendum. This may include, but is not limited to:
75. • Age • Maintenance • Utility bills (*note - past performance is*  
76. • Battery Storage • Output and production guarantees *not a guarantee of future results*)  
77. • End of lease/loan terms (*if applicable*) • Payment increases • Warranties (*i.e. - panels, inverter, battery,*  
78. • Grandfathered utility plan assumption • Roof integrity *installation, and other equipment*)  
79. • Grid tie-in • Taxes  
80. • Homeowner's insurance coverage • Utility and lessor fees (*if applicable*)

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**Solar Addendum**

81. **Acknowledgement:** Seller and Buyer recognize, acknowledge, and agree that Brokers are not qualified to advise on Solar Systems, including, but not limited to, cost, insurability, operation, value, or transferability. Seller and Buyer are instructed to consult with independent legal counsel and other qualified licensed professionals to assist in their due diligence efforts. **Because conducting due diligence with respect to the Solar System is beyond the scope of Broker's expertise, Seller and Buyer expressly release and hold harmless Broker(s) from liability for any defects, conditions or transferability problems pertaining to the Solar System.**

86. **BUYER'S INITIALS REQUIRED** \_\_\_\_\_ / \_\_\_\_\_ **SELLER'S INITIALS REQUIRED** \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER SELLER SELLER

87. **Additional Terms:** \_\_\_\_\_  
88. \_\_\_\_\_  
89. \_\_\_\_\_  
90. \_\_\_\_\_  
91. \_\_\_\_\_

92. **The undersigned agrees to the modified or additional terms and conditions set forth above and acknowledges receipt of a copy hereof.**

94. ^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

95. ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR



**For Broker Use Only:**  
Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
MO/DA/YR

SAMPLE REAL ESTATE FORMS

# **ADDITIONAL CLAUSE** ADDENDUM

# ADDITIONAL CLAUSE ADDENDUM

Document updated:  
June 2022



*The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.*



1. Buyer: \_\_\_\_\_
2. Seller: \_\_\_\_\_
3. Premises Address: \_\_\_\_\_
4. Date: \_\_\_\_\_

5. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer  
6. for the above referenced Premises if marked by an "X" and initialed by Buyer and Seller. All terms and conditions  
7. of the Contract are hereby included herein and delivery of all notices and documentation shall be deemed delivered  
8. and received when sent as required by Section 8m of the Contract. In the event of a conflict between the terms and  
9. conditions of the Contract and this Additional Clause Addendum, the terms and conditions of this Additional Clause  
10. Addendum shall prevail.

11.  **BACK-UP CONTRACT — CONTINGENT UPON CANCELLATION OF PRIOR CONTRACT:** Buyer  
12. acknowledges that Seller is currently obligated by a prior contract to sell the Premises to another buyer. This is  
13. a backup Contract contingent upon cancellation of the prior contract. Seller retains the right to amend, extend,  
14. or modify the prior contract. Upon cancellation of the prior contract, Seller shall promptly deliver written notice to  
15. Buyer. Upon Buyer's receipt of written notice of cancellation of the prior contract, Buyer shall open escrow and  
16. Buyer shall deposit any required earnest money. The date of Seller's written notice to Buyer shall be deemed  
17. the date of Contract acceptance for purposes of all applicable Contract time periods. Buyer may cancel this  
18. backup Contract any time prior to receipt of Seller's notice of cancellation of prior contract.

19. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER SELLER SELLER

20.  **SIGNATURE OF ABSENT BUYER SPOUSE OR CO-BUYER:** Signing Buyer shall within five (5) days or  
21. \_\_\_\_\_ days of acceptance of this Contract obtain the signature of the absent buyer spouse or co-buyer on  
22. this Contract or deliver a disclaimer deed to Escrow Company that eliminates the need for the absent signature.

23. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER SELLER SELLER

24.  **CORPORATE RELOCATION APPROVAL:** Seller is in the process of a corporate relocation and this Contract  
25. is contingent upon corporate approval. Buyer agrees to cooperate with Seller in providing additional disclosures  
26. or executing additional addenda required by corporation, provided that Buyer incurs no additional costs or liability.

27. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER SELLER SELLER

28.  **NON-REFUNDABLE EARNEST MONEY:** Buyer's earnest money shall be non-refundable unless Buyer elects  
29. to cancel pursuant to the Due Diligence section of the Contract, the Contract is cancelled pursuant to the Risk  
30. of Loss provision or escrow fails to close due to Seller's breach of contract. Buyer acknowledges that Buyer's  
31. earnest money shall be non-refundable even if the Premises fail to appraise for the sales price or the loan  
32. contingency is unfulfilled, unless prohibited by Federal Law.

33. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER SELLER SELLER

>>



34.  **WAIVER OF APPRAISAL:** Buyer agrees to waive the appraisal contingency pursuant to the Financing  
35. section of the Contract. In the event that the Premises fail to appraise for at least the sales price, Buyer agrees  
36. that Buyer's down payment shall be increased in an amount equal to the difference between the appraised value  
37. and the purchase price.

38. (BUYER'S AND SELLER'S INITIALS REQUIRED) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER SELLER SELLER

39.  **APPRAISAL SHORTFALL:** In the event the Premises fail to appraise for at least the purchase price in any appraisal  
40. required by lender, Buyer agrees that Buyer shall submit additional funds via U.S. currency or financing in an amount  
41. equal to the difference between the appraised value and the purchase price, provided that the difference does not  
42. exceed \$ \_\_\_\_\_. Buyer and Seller agree that if the difference between the appraised value and the purchase  
43. price exceeds the amount of money set forth on line 42, Seller is not obligated to lower the purchase price and Buyer  
44. has five (5) days after notice of the appraised value to cancel this Contract and receive a return of the Earnest Money  
45. or the appraisal contingency shall be waived, unless otherwise prohibited by federal law.

46. (BUYER'S AND SELLER'S INITIALS REQUIRED) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER SELLER SELLER

47.  **ALL CASH SALE APPRAISAL CONTINGENCY:** Buyer's obligation to complete this all cash sale is contingent  
48. upon an appraisal of the Premises for at least the purchase price. If the Premises fail to appraise for the  
49. purchase price, Buyer has five (5) days after notice of the appraised value, or twenty (20) days after Contract  
50. acceptance, whichever occurs first, to cancel this Contract and receive a return of the Earnest Money or the  
51. appraisal contingency shall be waived. In all cases, this appraisal contingency shall expire twenty (20) days after  
52. Contract acceptance, regardless of whether an appraisal has been ordered or received. Appraisal fee shall be  
53. paid by  Buyer  Seller  Other: \_\_\_\_\_

54. (BUYER'S AND SELLER'S INITIALS REQUIRED) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER SELLER SELLER

55.  **SURVEY:** A survey shall be performed by a licensed surveyor within \_\_\_\_\_ days after Contract acceptance.  
56. Cost of the survey shall be paid by  Buyer  Seller  Other: \_\_\_\_\_.  
57. The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona  
58. Land Boundary Survey Minimum Standards."

59. Survey instructions are:  A boundary survey and survey plat showing the corners either verified  
60. or monumentation.  
61.  A survey certified by a licensed surveyor, acceptable to Buyer and the Title Company,  
62. in sufficient detail for an American Land Title Association ("ALTA") Owner's Policy of  
63. Title Insurance with boundary, encroachment or survey exceptions and showing all  
64. improvements, utility lines and easements on the Property or within five (5) feet thereof.  
65.  Other survey terms: \_\_\_\_\_  
66. \_\_\_\_\_

67. Buyer shall have five (5) days after receipt of results of survey or map to provide notice of disapproval to Seller.

68. (BUYER'S AND SELLER'S INITIALS REQUIRED) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER SELLER SELLER

69.  **TAX-DEFERRED EXCHANGE:**  Seller  Buyer intend to enter into a tax-deferred exchange pursuant to  
70. I.R.C. §1031 or otherwise. All additional costs in connection with any such tax-deferred exchange shall be  
71. borne by the party requesting the exchange. The non-requesting party agrees to cooperate in the tax-deferred  
72. exchange provided that the non-requesting party incurs no additional costs and COE is not delayed. The parties  
73. are advised to consult a professional tax advisor regarding the advisability of any such exchange. The non-  
74. requesting party and Broker(s) shall be indemnified and held harmless from any liability that may arise from  
75. participation in the tax-deferred exchange.

76. (BUYER'S AND SELLER'S INITIALS REQUIRED) \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER SELLER SELLER

>>

**Additional Clause Addendum >>**

77.  **WATER:** Arizona is undertaking General Stream Adjudications of both the Gila River and Little Colorado River  
78. systems, which are court proceedings to determine water rights. If the Premises/Property is affected by an  
79. Adjudication, the parties shall execute and file an Assignment of Statement of Claimant form and Buyer shall  
80. pay any associated filing fees. The Arizona Department of Water Resources and the *Arizona Department of*  
81. *Real Estate Buyer Advisory* provide sources of information on the court proceedings and other water availability  
82. or water quality issues. If water rights, availability or quality are a material matter to Buyer, these issues must be  
83. investigated during the Inspection Period.

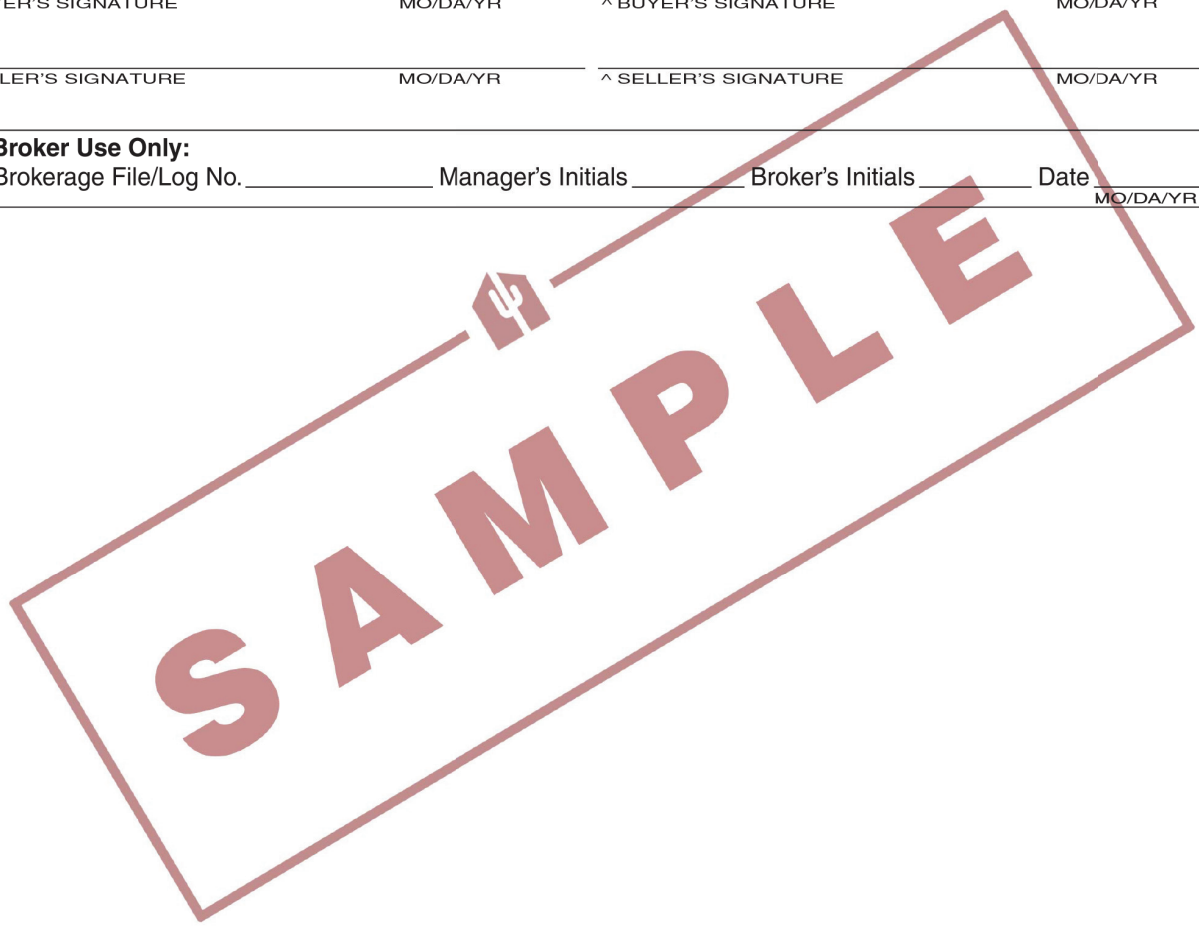
84. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
BUYER BUYER SELLER SELLER

85. The undersigned agrees to the modified or additional terms and conditions contained herein and acknowledges a  
86. copy hereof.

87. \_\_\_\_\_ MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

88. \_\_\_\_\_ MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

<b>For Broker Use Only:</b> Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ MO/DA/YR
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SAMPLE REAL ESTATE FORMS

**SPDS**

# RESIDENTIAL SELLER DISCLOSURE ADVISORY

Document updated:  
October 2017



## **WHEN IN DOUBT – DISCLOSE!**



Arizona law requires the seller to disclose material (important) facts about the property, even if you are not asked by the buyer or a real estate agent. These disclosure obligations remain even if you and the buyer agree that no Seller's Property Disclosure Statement ("SPDS") will be provided.

**The SPDS is designed to assist you, the seller, in making these legally required disclosures and to avoid inadvertent nondisclosures of material facts.** To satisfy your disclosure obligations and protect yourself against alleged nondisclosure, you should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, warranties, inspection reports, and leases, to insure that you are disclosing accurate information. Use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess – use the blank lines to explain the situation.



If the buyer asks you about an aspect of the property, you have a duty to disclose the information, even if you do not consider the information material.\* You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented: for example, if something changes.

**If you do not make the legally required disclosures, you may be subject to civil liability.** Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

If you are using the Arizona Association of REALTORS® ("AAR") Residential Resale Real Estate Purchase Contract, the seller is required to deliver "a completed AAR Residential SPDS form to the Buyer within three (3) days after Contract acceptance." If the Seller does not provide the SPDS as the Contract requires, the Seller is potentially in breach of the Contract, thereby enabling the Buyer to cancel the transaction and receive the earnest money deposit.

\* By law, sellers are not obligated to disclose that the property is or has been: (1) a site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. However, the law does not protect a seller who makes an intentional misrepresentation. For example, if you are asked whether there has been a death on the property and you know that there was such a death, you should not answer "no" or "I don't know." Instead you should either answer truthfully or respond that you are not legally required to answer the question.



# **R RESIDENTIAL SELLER'S PROPERTY DISCLOSURE STATEMENT (SPDS)** *(To be completed by Seller)*

Document updated:  
October 2017



*The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.*



## **MESSAGE TO THE SELLER:**

Sellers are obligated by law to disclose all known material (important) facts about the Property to the Buyer. The SPDS is designed to assist you in making these disclosures. If you know something important about the Property that is not addressed on the SPDS, add that information to the form. Prospective Buyers may rely on the information you provide.

**INSTRUCTIONS:** (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the explanation lines to explain. *By signing on page 7, you acknowledge that the failure to disclose known material information about the Property may result in liability.*

## **MESSAGE TO THE BUYER:**

Although Sellers are obligated to disclose all known material (important) facts about the Property, there are likely facts about the Property that the Sellers do not know. Therefore, it is important that you take an active role in obtaining information about the Property.

**INSTRUCTIONS:** (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the SPDS. (5) Review all other applicable documents, such as CC&R's, association bylaws, surveys, rules, and the title report or commitment. (6) Obtain professional inspections of the Property. (7) Investigate the surrounding area.

**THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT VERIFIED BY THE BROKER(S) OR AGENT(S).**

### **PROPERTY AND OWNERSHIP**

1. As used herein, "Property" shall mean the real property and all fixtures and improvements thereon and appurtenances incidental thereto, plus fixtures and personal property described in the Contract.
3. **PROPERTY ADDRESS:** \_\_\_\_\_  
(STREET ADDRESS) (CITY) (STATE) (ZIP)
4. Does the Property include any leased land?  Yes  No
5. Explain: \_\_\_\_\_
6. Is the Property located in an unincorporated area of the county?  Yes  No If yes, and five or fewer parcels of land other than subdivided land
7. are being transferred, the Seller must furnish the Buyer with a written Affidavit of Disclosure in the form required by law.
8. **LEGAL OWNER(S) OF PROPERTY:** \_\_\_\_\_ Date Purchased: \_\_\_\_\_
9. The Property is currently:  Owner-occupied  Leased  Estate  Foreclosure  Vacant If vacant, how long? \_\_\_\_\_
10. If a rental property, how long? \_\_\_\_\_ Expiration date of current lease: \_\_\_\_\_ (Attach a copy of the lease if available.)
11. If any refundable deposits or prepaid rents are being held, by whom and how much? Explain: \_\_\_\_\_
12. \_\_\_\_\_
13. Is the legal owner(s) of the Property a foreign person pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA)?
14.  Yes  No If yes, consult a tax advisor; mandatory withholding may apply.
15. Is the Property located in a community defined by the fair housing laws as housing for older persons?  Yes  No
16. Explain: \_\_\_\_\_
17. Approximate year built: \_\_\_\_\_. If Property was built prior to 1978, Seller must furnish the Buyer with a lead-based paint disclosure form.

18. **NOTICE TO BUYER: If the Property is in a subdivision, a subdivision public report, which contains a variety of**

19. **information about the subdivision at the time the subdivision was approved, may be available by contacting the Arizona**

20. **Department of Real Estate or the homebuilder. The public report information may be outdated. www.azre.gov.**

>>

Initials >

BUYER	BUYER

**Residential Seller's Property Disclosure Statement (SPDS) >>**

YES	NO	
21.	<input type="checkbox"/>	<input type="checkbox"/> Have you entered into any agreement to transfer your interest in the Property in any way, including rental renewals or options to purchase? Explain: _____
22.		
23.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware if there are any association(s) governing the Property?
24.		If yes, provide contact(s) information: Name: _____ Phone #: _____
25.		Name: _____ Phone #: _____
26.		If yes, are there any fees? How much? \$ _____ How often? _____
27.		How much? \$ _____ How often? _____
28.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of any association fees payable upon transfer of the Property? Explain: _____
29.		_____
30.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of any proposed or existing association assessment(s)? Explain: _____
31.		_____
32.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?
33.		Explain: _____
34.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of any of the following recorded against the Property? (Check all that apply):
35.		<input type="checkbox"/> Judgment liens <input type="checkbox"/> Tax liens <input type="checkbox"/> Other non-consensual liens
36.		Explain: _____
37.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of any assessments affecting the Property? (Check all that apply):
38.		<input type="checkbox"/> Paving <input type="checkbox"/> Sewer <input type="checkbox"/> Water <input type="checkbox"/> Electric <input type="checkbox"/> Other
39.		Explain: _____
40.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of any title issues affecting the Property? (Check all that apply):
41.		<input type="checkbox"/> Recorded easements <input type="checkbox"/> Use restrictions <input type="checkbox"/> Lot line disputes <input type="checkbox"/> Encroachments
42.		<input type="checkbox"/> Unrecorded easements <input type="checkbox"/> Use permits <input type="checkbox"/> Other _____
43.		Explain: _____
44.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)?
45.		If yes, provide the name of the CFD: _____
46.		_____
47.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of any public or private use paths or roadways on or across the Property?
48.		Explain: _____
49.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of any problems with legal or physical access to the Property? Explain: _____
50.		The road/street access to the Property is maintained by the <input type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> Homeowners' Association <input type="checkbox"/> Privately
51.	<input type="checkbox"/>	<input type="checkbox"/> If privately maintained, is there a recorded road maintenance agreement? Explain: _____
52.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of any violation(s) of any of the following? (Check all that apply):
53.		<input type="checkbox"/> Zoning <input type="checkbox"/> Building Codes <input type="checkbox"/> Utility Service <input type="checkbox"/> Sanitary health regulations
54.		<input type="checkbox"/> Covenants, Conditions, Restrictions (CC&R's) <input type="checkbox"/> Other _____ (Attach a copy of notice(s) of violation if available.)
55.		Explain: _____
56.		_____
57.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of any homeowner's insurance claims having been filed against the Property?
58.		Explain: _____
59.		
60.		
61.		

**NOTICE TO BUYER: Your claims history, your credit report, the Property's claims history and other factors may affect the insurability of the Property and at what cost. Under Arizona law, your insurance company may cancel your homeowner's insurance within 60 days after the effective date. Contact your insurance company.**

**BUILDING AND SAFETY INFORMATION**

62.	<b>YES</b>	<b>NO</b>	<b>ROOF / STRUCTURAL:</b>
63.			<b>NOTICE TO BUYER: Contact a professional to verify the condition of the roof.</b>
64.	<input type="checkbox"/>	<input type="checkbox"/>	Are you aware of any past or present roof leaks? Explain: _____
65.			_____
66.	<input type="checkbox"/>	<input type="checkbox"/>	Are you aware of any other past or present roof problems? Explain: _____
67.			_____

>>

Initials>

<b>BUYER</b>	<b>BUYER</b>

**Residential Seller's Property Disclosure Statement (SPDS) >>**

**YES NO**

68.   Are you aware of any roof repairs? Explain: \_\_\_\_\_
69. \_\_\_\_\_
70.   Is there a roof warranty? (Attach a copy of warranty if available.)
71.   If yes, is the roof warranty transferable? Cost to transfer \_\_\_\_\_
72.   Are you aware of any interior wall/ceiling/door/window/floor problems? Explain: \_\_\_\_\_
73. \_\_\_\_\_
74.   Are you aware of any cracks or settling involving the foundation, exterior walls or slab? Explain: \_\_\_\_\_
75. \_\_\_\_\_
76.   Are you aware of any chimney or fireplace problems, if applicable? Explain: \_\_\_\_\_
77. \_\_\_\_\_
78.   Are you aware of any damage to any structure on the Property by any of the following? (Check all that apply):
79.  Flood  Fire  Wind  Expansive soil(s)  Water  Hail  Other \_\_\_\_\_
80. Explain: \_\_\_\_\_

**WOOD INFESTATION:**

81. Are you aware of any of the following:
82. \_\_\_\_\_
83.   Past presence of termites or other wood destroying organisms on the Property?
84.   Current presence of termites or other wood destroying organisms on the Property?
85.   Past or present damage to the Property by termites or other wood destroying organisms?
86. Explain: \_\_\_\_\_
87. \_\_\_\_\_
88.   Are you aware of past or present treatment(s) of the Property for termites or other wood destroying organisms?
89. If yes, date last treatment was performed: \_\_\_\_\_
90. Name of treatment provider(s): \_\_\_\_\_
91.   Is there a treatment warranty? (Attach a copy of warranty if available.)
92.   If yes, is the treatment warranty transferrable?

**NOTICE TO BUYER: Contact Office of Pest Management for past termite reports or treatment history. [www.sb.state.az.us](http://www.sb.state.az.us)**

**HEATING & COOLING:**

95. Heating: Type(s) \_\_\_\_\_
96. Approximate Age(s) \_\_\_\_\_
97. Cooling: Type(s) \_\_\_\_\_
98. Approximate Age(s) \_\_\_\_\_
99. \_\_\_\_\_
100.   Are you aware of any past or present problems with the heating or cooling system(s)?
101. Explain: \_\_\_\_\_

**PLUMBING:**

102.   Are you aware of the type of water pipes, such as galvanized, copper, PVC, CPVC or polybutylene?
103. If yes, identify: \_\_\_\_\_
104.   Are you aware of any past or present plumbing problems? Explain: \_\_\_\_\_
105. \_\_\_\_\_
106.   Are you aware of any water pressure problems? Explain: \_\_\_\_\_
107. \_\_\_\_\_
108. Type of water heater(s):  Gas  Electric  Solar Approx. age(s): \_\_\_\_\_
109.   Are you aware of any past or present water heater problems? Explain: \_\_\_\_\_
110. \_\_\_\_\_
111.   Is there a landscape watering system? If yes, type:  automatic timer  manual  both
112.   If yes, are you aware of any past or present problems with the landscape watering system?
113. Explain: \_\_\_\_\_
114.   Are there any water treatment systems? (Check all that apply):
115.  water filtration  reverse osmosis  water softener  Other \_\_\_\_\_
116. Is water treatment system(s)  owned  leased (Attach a copy of lease if available.)
117.   Are you aware of any past or present problems with the water treatment system(s)?
118. Explain: \_\_\_\_\_

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Initials >

BUYER	BUYER

**Residential Seller's Property Disclosure Statement (SPDS) >>**

YES	NO	
119.		<b>SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:</b>
120.	<input type="checkbox"/>	<input type="checkbox"/> Does the Property contain any of the following? (Check all that apply):
121.		<input type="checkbox"/> Swimming pool <input type="checkbox"/> Spa <input type="checkbox"/> Hot tub <input type="checkbox"/> Sauna <input type="checkbox"/> Water feature
122.	<input type="checkbox"/>	<input type="checkbox"/> If yes, are either of the following heated? <input type="checkbox"/> Swimming pool <input type="checkbox"/> Spa If yes, type of heat: _____
123.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
124.		Explain: _____
125.		<b>ELECTRICAL AND OTHER RELATED SYSTEMS:</b>
126.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of any past or present problems with the electrical system? Explain: _____
127.		_____
128.	<input type="checkbox"/>	<input type="checkbox"/> Is there a security system? If yes, is it (Check all that apply):
129.		<input type="checkbox"/> Leased (Attach a copy of lease if available.) <input type="checkbox"/> Owned <input type="checkbox"/> Monitored <input type="checkbox"/> Other _____
130.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of any past or present problems with the security system? Explain: _____
131.		_____
132.	<input type="checkbox"/>	<input type="checkbox"/> Does the Property contain any of the following systems or detectors?(Check all that apply):
133.		<input type="checkbox"/> Smoke/fire detection <input type="checkbox"/> Fire suppression (sprinklers) <input type="checkbox"/> Carbon monoxide detector
134.		If yes, are you aware of any past or present problems with the above systems? Explain: _____
135.		_____
136.		<b>MISCELLANEOUS:</b>
137.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of any animals/pets that have resided in the Property? If yes, what kind: _____
138.		_____
139.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of or have you observed any of the following on the Property? (Check all that apply):
140.		<input type="checkbox"/> Scorpions <input type="checkbox"/> Rabid animals <input type="checkbox"/> Bee swarms <input type="checkbox"/> Rodents <input type="checkbox"/> Reptiles <input type="checkbox"/> Bed Bugs <input type="checkbox"/> Other: _____
141.		Explain: _____
142.	<input type="checkbox"/>	<input type="checkbox"/> Has the Property been serviced or treated for pests, reptiles, insects, birds or animals? If yes, how often: _____
143.		Name of service provider(s): _____ Date of last service: _____
144.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of any work done on the Property, such as building, plumbing, electrical or other improvements or alterations or room conversions? <b>(If no, skip to line 156.)</b>
145.		Explain: _____
146.		_____
147.		_____
148.		_____
149.		_____
150.	<input type="checkbox"/>	<input type="checkbox"/> Were permits for the work required? Explain: _____
151.	<input type="checkbox"/>	<input type="checkbox"/> If yes, were permits for the work obtained? Explain: _____
152.	<input type="checkbox"/>	<input type="checkbox"/> Was the work performed by a person licensed to perform the work? Explain: _____
153.	<input type="checkbox"/>	<input type="checkbox"/> Was approval for the work required by any association governing the property? Explain: _____
154.		If yes, was approval granted by the association? Explain: _____
155.	<input type="checkbox"/>	<input type="checkbox"/> Was the work completed? Explain: _____
156.	<input type="checkbox"/>	<input type="checkbox"/> Are there any security bars or other obstructions to door or window openings? Explain: _____
157.	<input type="checkbox"/>	<input type="checkbox"/> Are you aware of any past or present problems with any built-in appliances? Explain: _____
158.		_____
159.	<input type="checkbox"/>	<input type="checkbox"/> Are there any leased propane tanks, equipment or other systems on the Property? (Attach a copy of lease if available.)
160.		Explain: _____
161.		_____

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BUYER	BUYER



**UTILITIES**

162. DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES? PROVIDER

YES	NO		PROVIDER	
163.	<input type="checkbox"/>	<input type="checkbox"/>	Electricity: .....	_____
164.	<input type="checkbox"/>	<input type="checkbox"/>	Fuel: <input type="checkbox"/> Natural gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil .....	_____
165.	<input type="checkbox"/>	<input type="checkbox"/>	Cable / Satellite: .....	_____
166.	<input type="checkbox"/>	<input type="checkbox"/>	Internet:.....	_____
167.	<input type="checkbox"/>	<input type="checkbox"/>	Telephone: .....	_____
168.	<input type="checkbox"/>	<input type="checkbox"/>	Garbage Collection: .....	_____
169.	<input type="checkbox"/>	<input type="checkbox"/>	Fire:.....	_____
170.	<input type="checkbox"/>	<input type="checkbox"/>	Irrigation:.....	_____
171.	<input type="checkbox"/>	<input type="checkbox"/>	Water Source:	
172.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Public <input type="checkbox"/> Private water co. <input type="checkbox"/> Hauled water .....	_____
173.			<input type="checkbox"/> Private well <input type="checkbox"/> Shared well If water source is a private or shared well, complete and attach	
174.			Domestic Water Well/Water Use Addendum.	

**NOTICE TO BUYER: If the Property is served by a well, private water company or a municipal water provider, the Arizona Department of Water Resources may not have made a water supply determination. For more information about water supply, or any of the above services, contact the provider.**

178.   Are you aware of any past or present drinking water problems? Explain: \_\_\_\_\_

179. \_\_\_\_\_

180.   U.S. Postal Service delivery is available at:  Property  Cluster Mailbox  Post Office  Other \_\_\_\_\_

181.   Are there any alternate power systems serving the Property? (If no, skip to line 190.)

182. If yes, indicate type (Check all that apply):

183.  Solar  Wind  Generator  Other \_\_\_\_\_

184. Are you aware of any past or present problems with the alternate power system(s)? Explain: \_\_\_\_\_

185. \_\_\_\_\_

186.   Are any alternate power systems serving the Property leased? Explain: \_\_\_\_\_

187. \_\_\_\_\_

188. If yes, provide name and phone number of the leasing company (Attach copy of lease if available): \_\_\_\_\_

189. \_\_\_\_\_

**NOTICE TO BUYER: If the Property is served by a solar system, Buyer is advised to read all pertinent documents and review the cost, insurability, operation, and value of the system, among other items.**

**ENVIRONMENTAL INFORMATION**

YES	NO		
192.	<input type="checkbox"/>	<input type="checkbox"/>	Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):
193.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Soil settlement/expansion <input type="checkbox"/> Drainage/grade <input type="checkbox"/> Erosion <input type="checkbox"/> Fissures <input type="checkbox"/> Dampness/moisture <input type="checkbox"/> Other
194.			Explain: _____
195.	<input type="checkbox"/>	<input type="checkbox"/>	Are you aware of any past or present issues or problems in close proximity to the Property related to any of
196.			the following? (Check all that apply):
197.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Soil settlement/expansion <input type="checkbox"/> Drainage/grade <input type="checkbox"/> Erosion <input type="checkbox"/> Fissures <input type="checkbox"/> Other _____
198.			Explain: _____

**NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at www.azre.gov.**

201.   Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):

202.  Airport noise  Traffic noise  Rail line noise  Neighborhood noise  Landfill  Toxic waste disposal

203.  Odors  Nuisances  Sand/gravel operations  Other \_\_\_\_\_

204. Explain: \_\_\_\_\_

205.   Are you aware if any portion of the Property has ever been used as a "Clandestine drug laboratory" (manufacture of,

206. or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy or LSD)?

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**Residential Seller's Property Disclosure Statement (SPDS) >>**

**YES NO**

207.   Are you aware if the Property is located in the vicinity of a public or private airport?  
208. Explain: \_\_\_\_\_

**NOTICE TO SELLER AND BUYER: Pursuant to Arizona law a Seller shall provide a written disclosure to the Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated to record a document at the County Recorder's Office disclosing if the Property is under restricted air space and to maintain the State Land Department Military Airport Map on its website at [www.azre.gov](http://www.azre.gov).**

214.   Is the Property located in the vicinity of a military airport or ancillary military facility?  
215. Explain: \_\_\_\_\_

216.   Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):  
217.  Asbestos  Radon gas  Lead-based paint  Pesticides  Underground storage tanks  Fuel/chemical storage  
218. Explain: \_\_\_\_\_

219.   Are you aware if the Property is located within or subject to any of the following ordinances? (Check all that apply):  
220.  Superfund / WQARF / CERCLA  Wetlands area  Natural Area Open Spaces

221.   Are you aware of any open mine shafts/tunnels or abandoned wells on the Property?  
222. If yes, describe location: \_\_\_\_\_

223.   Are you aware if any portion of the Property is in a flood plain/way? Explain: \_\_\_\_\_  
224. \_\_\_\_\_

**NOTICE TO BUYER: Your mortgage lender [may] [will] require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Recent changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the purchase of flood insurance for the property. You may also wish to contact the Federal Emergency Management Agency (FEMA) for more information about flood insurance as it relates to this property.**

239.   Are you aware of any portion of the Property ever having been flooded? Explain: \_\_\_\_\_  
240. \_\_\_\_\_

241.   Are you aware of any water damage or water leaks of any kind on the Property? Explain: \_\_\_\_\_  
242. \_\_\_\_\_

243.   Are you aware of any past or present mold growth on the Property? If yes, explain: \_\_\_\_\_  
244. \_\_\_\_\_

**SEWER/WASTEWATER TREATMENT**

**YES NO**

245.   Is the entire Property connected to a sewer?  
246.   If no, is a portion of the Property connected to a sewer? Explain: \_\_\_\_\_  
247. \_\_\_\_\_

248.   If the entire Property or a portion of the Property is connected to a sewer, has a professional verified the sewer connection?  
249. If yes, how and when: \_\_\_\_\_

**NOTICE TO BUYER: Contact a professional to conduct a sewer verification test.**

251. Type of sewer:  Public  Private  Planned and approved sewer system, but not connected  
252. Name of Provider: \_\_\_\_\_

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<b>BUYER</b>	<b>BUYER</b>

**Residential Seller's Property Disclosure Statement (SPDS) >>**

YES NO

- 253.   Are you aware of any past or present problems with the sewer? Explain: \_\_\_\_\_
- 254.   Is the Property served by an On-Site Wastewater Treatment Facility? **(If no, skip to line 267.)**
- 255. If yes, the Facility is:  Conventional septic system  Alternative system; type: \_\_\_\_\_
- 256.   If the Facility is an alternative system, is it currently being serviced under a maintenance contract?
- 257. If yes, name of contractor: \_\_\_\_\_ Phone #: \_\_\_\_\_
- 258. Approximate year Facility installed: \_\_\_\_\_ (Attach copy of permit if available.)
- 259.   Are you aware of any repairs or alterations made to this Facility since original installation?
- 260. Explain: \_\_\_\_\_
- 261. \_\_\_\_\_
- 262. Approximate date of last Facility inspection and/or pumping of septic tank: \_\_\_\_\_
- 263.   Are you aware of any past or present problems with the Facility? Explain: \_\_\_\_\_
- 264. \_\_\_\_\_

**NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality requires a Pre-Transfer Inspection of On-Site Wastewater Treatment Facilities on re-sale properties.**

**OTHER CONDITIONS AND FACTORS**

- 267. What other material (important) information are you aware of concerning the Property that might affect the Buyer's decision-making process, the value of the Property, or its use? Explain: \_\_\_\_\_
- 268. \_\_\_\_\_
- 269. \_\_\_\_\_

**ADDITIONAL EXPLANATIONS**

- 270. \_\_\_\_\_
- 271. \_\_\_\_\_
- 272. \_\_\_\_\_
- 273. \_\_\_\_\_
- 274. \_\_\_\_\_
- 275. \_\_\_\_\_
- 276. \_\_\_\_\_
- 277. \_\_\_\_\_
- 278. \_\_\_\_\_
- 279. \_\_\_\_\_

280. **SELLER CERTIFICATION:** Seller certifies that the information contained herein is true and complete to the best of Seller's knowledge as of the date signed. Seller agrees that any changes in the information contained herein will be disclosed in writing by Seller to Buyer prior to Close of Escrow, including any information that may be revealed by subsequent inspections. Seller acknowledges receipt of Residential Seller Disclosure Advisory titled *When in Doubt — Disclose*.

284. \_\_\_\_\_  
^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

285. **Reviewed and updated:** Initials: \_\_\_\_\_ / \_\_\_\_\_  
SELLER SELLER MO/DA/YR

286. **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that the information contained herein is based only on the Seller's actual knowledge and is not a warranty of any kind. Buyer acknowledges Buyer's obligation to investigate any material (important) facts in regard to the Property. Buyer is encouraged to obtain Property inspections by professional independent third parties and to consider obtaining a home warranty protection plan.

290. **NOTICE:** Buyer acknowledges that by law, Sellers, Lessors and Brokers are not obligated to disclose that the Property is or has been: (1) the site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender.

293. **By signing below, Buyer acknowledges receipt only of this SPDS. If Buyer disapproves of any items provided herein, Buyer shall deliver to Seller written notice of the items disapproved as provided in the Contract.**

295. \_\_\_\_\_  
^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

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SAMPLE REAL ESTATE FORMS

**BINSR**



# RESIDENTIAL BUYER'S INSPECTION NOTICE AND SELLER'S RESPONSE (BINSR)

Document updated:  
June 2020



*The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.*



1. Contract dated: \_\_\_\_\_, 20\_\_\_\_  
  MONTH  DAY  YEAR
2. Seller: \_\_\_\_\_
3. Buyer: \_\_\_\_\_
4. Premises Address: \_\_\_\_\_

## BUYER INSPECTIONS AND INVESTIGATIONS COMPLETED

(See Section 6j)

**Buyer has completed all desired Inspection Period items, such as:**

- (a) physical, environmental, and other inspections and investigations;
- (b) inquiries and consultations with government agencies, lenders, insurance agents, architects, and other persons and entities;
- (c) investigations of applicable building, zoning, fire, health, and safety codes;
- (d) inquiries regarding sex offenders; and the occurrence of a disease, natural death, suicide, homicide or other crime on the Premises or in the vicinity
- (e) inspections and investigations pertaining to square footage, wood-destroying organisms or insects, sewer, flood hazard, swimming pool barriers, and insurance; and
- (f) inspections and investigations of any other items important to Buyer.

**Buyer has verified all information deemed important including:**

- (a) MLS or listing information; and
- (b) all other information obtained regarding the Premises.

**Buyer acknowledges that:**

- (a) All desired Inspection Period inspections and investigations must be completed prior to delivering this notice to Seller;
- (b) All Inspection Period items disapproved must be provided in this notice;
- (c) Buyer's election is limited to the options specified below; and
- (d) Buyer is not entitled to change or modify Buyer's election after this notice is delivered to Seller.

**Buyer elects as follows:**

- Premises Accepted – No corrections requested. Buyer accepts the Premises in its present condition and no corrections or repairs are requested.
- Premises Rejected – Buyer disapproves of the items listed below and elects to immediately cancel the Contract.
- Buyer elects to provide Seller an opportunity to correct the disapproved items listed below.

**Items disapproved:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**Buyer acknowledges that Broker(s):** (1) make no representations concerning the competency of any inspectors, contractors and/or repair persons and assume no responsibility for any deficiencies or errors made; and (2) neither Seller nor Broker(s) are experts at detecting or repairing physical defects in the Premises. The undersigned agrees to the modified or additional terms and conditions, if any, and acknowledges receipt of a copy hereof.

\_\_\_\_\_  
^ BUYER'S SIGNATURE

\_\_\_\_\_  
MO/DA/YR

\_\_\_\_\_  
^ BUYER'S SIGNATURE

\_\_\_\_\_  
MO/DA/YR

### **BUYER'S WAIVER OF INSPECTIONS**

BUYER ACKNOWLEDGES THAT BUYER WAS ADVISED TO OBTAIN INSPECTIONS OF THE PREMISES BY QUALIFIED INSPECTOR(S) AND BUYER DECLINED. By acting against Broker's advice, Buyer accepts responsibility and hereby releases, indemnifies and holds harmless Brokers from any and all liability for all matters that professional inspections could have revealed.

\_\_\_\_\_  
^ BUYER'S SIGNATURE

\_\_\_\_\_  
MO/DA/YR

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^ BUYER'S SIGNATURE

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MO/DA/YR

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