

YOUR KEY RESOURCE FOR THE BUYING & SELLING PROCESS!



BRIGITTE KEENE REALTOR® (602)806-8928 info@brigittekeenerealestate.com www.brigittekeenerealestate.com



IMPORTANT CONTACTS

REALTOR®	MAGNUS TITLE AGENCY
Agent:	Escrow Officer:
Company:	Phone #:
Phone #:	Fax #:
Mobile #:	Email:
Fax #:	Branch Location:
Email:	Escrow #:
LENDER	HOME INSURANCE
Loan Officer:	Agent:
Company:	Company:
Phone #:	Phone #:
Mobile #:	Email:
Fax #:	Policy #:
Email:	Policy Date:
HOME WARRANTY	HOME INSPECTION
Company:	Company:
Phone #:	Phone #:
Email:	Email:
Policy #:	Inspection Date/Time:



THE CONTENTS

THE BASICS

Who and What You Need to Know Real Estate Terminology - Common Terms

SELLER ESSENTIALS

Advantages of Selling with a REALTOR®
The Home Selling Process
Contract Timeline

BUYER ESSENTIALS

The Home Buying Process Buyer Wishlist Home Comparison Checklist Zip Code Map Local Services Directory

HOME INSPECTION

The Home Inspection

MOVING ESSENTIALS

Moving Checklist

ESCROW & TITLE

What is Escrow?

What is Title Insurance?

Life of an Escrow

Closing Costs: Who Pays What

Taking Title
Closing 101
After the Closing

CONTRACTS & FORMS

Buyer-Broker Exclusive Employment Agreement

Buyer-Tenant Employment Agreement Addendum

Buyer-Broker Agreement to Show Property

Real Estate Agency Disclosure and Election

Residential Real Estate Purchase Contract

HOA Condo/Planned Community Addendum

Seller Compensation Addendum

Buyer's Inspection and Seller's Response (BINSR)

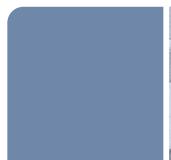
Listing Contract Addendum

Buyer Advisory

MAGNUS TITLE AGENCY LOCATIONS

Inside Back Cover

THE BASICS









Who and What You Need to Know



Real Estate Terminology



THE BASICS

Who and What You Need to Know for the Home Purchasing Process



REALTOR®

A **REALTOR®** is a licensed real estate agent and a member of the **NATIONAL** ASSOCIATION OF REALTORS®, a real estate trade association. REALTORS® also belong to their state and local ASSOCIATION OF REALTORS®.



REAL ESTATE AGENT

A real estate agent is licensed by the state to represent parties in the transfer of property. Every **REALTOR®** is a real estate agent, but not every real estate agent has the professional designation of a **REALTOR®**.



MULTIPLE LISTING SERVICE (MLS)

The MLS is a database of properties listed for sale by REALTORS® who are members of the local ASSOCIATION OF REALTORS®. Information on an MLS property is available to thousands of **REALTORS®**.



LISTING AGENT (FOR SELLER)



BUYER'S AGENT

A key role of the buyer's agent **OR** broker is to work with the buyer to locate a suitable property and negotiate a successful home purchase.



ESCROW OFFICER



LENDER

The lender works with the buyer to arrange financing for the purchase of a home.





HOME INSPECTOR

Inspects the property and works directly for the buyer.





COMMITMENT IS A TWO-WAY STREET

Your REALTOR® will make a commitment to spend valuable hours finding the right home for you: researching listings, previewing properties, visiting homes with you, and negotiating your contract. Honor that commitment by staying with the REALTOR® you've selected until you purchase your home. Be sure your **REALTOR**® accompanies you on your first visit to all new homes and open houses, too.





Common Terms

ADJUSTABLE RATE MORTGAGE (ARM)	The interest rate is tied to a financial index making the monthly mortgage payment go up or down over time.
ANNUAL PERCENTAGE RATE (APR)	The percent of interest that will be charged on a home loan.
APPRAISAL	A report highlighting the estimated value of the property completed by a qualified 3rd party. This is typically done for the benefit of the buyer or the buyer's lender to ensure the property is worth the purchase price.
ASSOCIATION FEE/HOA FEE	In addition to a mortgage, certain housing communities such as town homes have a monthly fee associated with maintaining the common areas and amenities.
BALLOON MORTGAGE	A long-term mortgage loan that starts small but has a large payment due at maturity.
CLOSING	When the new title to the property is officially recorded by the County Recorder's Office and ownership of the property transfers to the new buyer.
CLOSING COSTS	The buyer and seller have expenses associated with the transaction other than that of the actual cost of the home. For example, the buyer has a variety of fees due for obtaining a new loan.
CLOSING DISCLOSURE	A form that provides the final details about the mortgage loan. It includes loan terms, projected monthly payments, and how much the extra fees will be.
COLLATERAL	Something of value (in this case your home) that is held to ensure repayment of a mortgage or loan.
COMMISSION	A percent of the sale price of the home that is paid to agents. Seller and Buyer agent commissions are negotiable.
COMPARABLES	Homes in the area of interest that have recently sold that have similar features.
CONTINGENCIES	Conditions which must be met in order to close. Contingencies are typically tied to a date, referred to as a deadline. If the contingency is not satisfied the contract may be canceled.

Common Terms

REAL ESTATE TERMINOLOGY

COUNTEROFFER	The response from the seller in regard to an offer.
DEBT TO INCOME RATIO	A lender will evaluate whether a borrower's income is large enough to handle their payments on existing debts plus their new mortgage payments.
DOWN PAYMENT	A percent of the cost of the property that is paid up front as a part of the mortgage.
EARNEST MONEY	The deposit made from the buyer to the seller when submitting an offer. This deposit is typically held in trust by a third party. Upon closing, the money will generally be applied to the down payment or closing costs.
ESCROW	This term has multiple meanings; earnest money is typical held by a third party until closing in "escrow." It can also be referred to as the time period from when the contract is written and accepted by the seller to when the home sale actually closes.
EQUITY	The difference in the market value of a home versus what is owed on the home.
FHA	A mortgage that is financed through a private lender and insured by the Federal Housing Administration, often requiring a lower down payment and income to qualify.
FIXED RATE	The interest rate will remain the same for the entire life of the mortgage.
HOME EQUITY LINE OF CREDIT	A loan or line of credit that your lender may offer using the equity in your home as collateral.
HOME INSPECTION	The process in which a professional inspects the seller's home for issues that may not be readily apparent, and then creates a report for the buyer to review.
HOME PROTECTION PLAN	A one-year service that covers the cost of repairs or replacements to items covered in the plan (such as stoves, dishwashers, A/C, heaters, etc.).
HYBRID	A loan that starts with a fixed rate period, then converts to an adjustable rate.
MORTGAGE INSURANCE	Insurance written in connection with a mortgage loan that protects the lender in the event the borrower cannot repay their loan. This is usually not required if the borrower has 20% or more for the down payment.

REAL ESTATE TERMINOLOGY

Common Terms

MORTGAGE NOTE	A promise to pay a sum of money at a standard interest rate during a specific term that is secured by a mortgage.
MULTIPLE LISTING SERVICE (MLS)	The national list of real estate properties that are available for sale. These are the most reliable sources to receive up-to-date listing information.
PRE-APPROVAL	The process in which a lender makes an initial evaluation of how much money a buyer might be qualified to borrow based on the preliminary financial information provided. This gives the seller more confidence in the buyer's ability to close escrow, but is not a guarantee that the loan will be approved.
PRINCIPAL	The underlying amount of the loan which is actually borrowed.
PROPERTY TAXES	These are the taxes that are enforced by the city, town, county, and state government entities. Sometimes they are included in the total monthly mortgage payment paid to the lender and sometimes they are paid directly by the home owner.
REO	Real estate owned properties or foreclosed properties currently owned by a financial institution such as the bank that made the loan to the previous owner.
REVERSE MORTGAGE	This is specifically for seniors and it allows them to convert the equity in their home to cash.
SHORT SALE	A situation when the seller's lender is willing to accept an offer and allows the sale to be completed for an amount less than the mortgage amount owed by the seller.
TITLE	A legal document proving current and proper ownership of the property. Also referred to as a Title Deed, this document highlights the history of property ownership and transfers.
UNDERWRITING	The process in which the potential home buyer is evaluated for their financial ability to obtain and repay a loan. This normally includes a credit check and an appraisal of the property.
VA LOAN	Special no down payment loans that are available to Americans who have served in the Armed Forces. These loans are issued by private lenders and are guaranteed by the Department of Veterans Affairs.

ESSENTIALS FOR SELLERS







Advantages of Selling with a REALTOR®

The Home Selling Process

Contract Timeline



ADVANTAGES OF SELLING WITH A REALTOR®



PRICING

By providing valuable information on local market conditions, your **REALTOR®** will help you price your property realistically and fairly. You will also be informed of changes in the market that may affect the sale of your property.



ADVERTISING

Exposure of your property is key to obtaining a quick sale in today's market. When you use an agent, he OR she will aggressively market your home through highly targeted advertising, aiming to reach as many potential buyers as possible.

By utilizing a variety of marketing tools, including Multiple Listing Services, advertisement in trade magazines, internet, and national referral networks, your **REALTOR**® will ensure that your home is sold expediently.



SCREENING

Finding the right buyer is the ultimate goal of selling a property. Hence, the real estate professional will only show your property to serious, qualified buyers.

A **REALTOR**® has the expertise to research and investigate all potential buyers, exclusively managing the time-consuming aspects of selling a home like fielding constant telephone inquiries, setting up appointments, and holding open houses.



NEGOTIATION

A **REALTOR**® can help you get top dollar for your home because negotiating is one of their areas of expertise.

Negotiating for the best terms & price, acting as a mediator to smooth over any potential conflicts between the buyer and the seller, and drawing up a legally binding contract is what you can expect from your trained professional.



CLOSING OR SETTLEMENT

Not only will your **REALTOR**® guide you through the complexity of paperwork that ensues during a home sale, but they will also keep you informed of everything from the escrow process to inspection procedures.

Your agent can monitor your transaction while it is in escrow and handle any problems that may arise.



PROFESSIONALISM

Think of a **REALTOR**® as a trained professional who has the ability to sell your property quickly and cost-effectively.

THE HOME SELLING PROCESS

A Quick 12-Step Overview of the Entire Home Selling Process

on your part for the initial meeting. It will be educational and



ESTABLISH A PRICE

Your agent will provide a market analysis, which will help you set an asking price.

As difficult as it may be, it's important to review the market analysis and consider your home



PREPARE THE HOME FOR SALE View your home through

the eyes of the Buyer and ask yourself what you'd expect. Your agent will offer some useful suggestions.



LISTING THE HOUSE

on the open market. It's critical for potential Buyers to view your home.



SALE

HOME **SHOWINGS**

Potential Buyers may ask to see your home on short notice. It's best to accommodate these requests, you never want to miss a potential sale.



OFFERS AND NEGOTIATION

If everything goes well, a Buyer and (most often the agent who represents them) will present your agent with an offer.





Your agent will present the benefits and risks of each offer. You will have the opportunity to either accept OR counter any

offer based on its merits.



ESCROW OPENED Earnest money is deposited

by Buyer. Buyer will work with their mortgage provider to finalize the loan. MAGNUS **TITLE AGENCY** begins processing final purchase details.



HOME INSPECTION

physical inspection and may ask you to make some repairs. Your agent will explain all of your inspection options. See p.13

CLOSING

This is the transfer of funds and ownership. Depending on when the Buyer moves into the home you will need to be all packed up and ready to move.





CONTRACT **TIMELINE**

Your Reference for Important Points During the Purchasing Contract Process

5 DAYS	10 DAYS	14 DAYS	18 DAYS	21 - 27 DAYS 28 - 30 DAYS
Lender Process				
Buyers loan application submitted to lender Home Inspection	 Lender orders appraisal and receives results of full-blown credit report 	Buyers to provide all requested information to Lender	Appraisal complete Lender may request additional information	 Lender submits loan package to underwriting for approval Loan Approved Lender docs sent
 Arrange for Home Inspection 	 Home Inspection completed per Buyer request Start to negotiate completion of home inspection items 			to escrow.
Insurance Process				
 Contact Insurance Agent regarding homeowner's insurance options for subject property 		 Contact Insurance Agent to discuss policies 	 Follow-up with In: Agent to ensure p will be in effect or property possessi 	policy n date of
Title / Escrow Proc	ess	:	:	
 Contract and earnest money received by Escrow Title Search completed by	Magnus Title Agency may require additional information from Seller and/or Buyer to clear title requirements HOA documents due back from HOA company if applicable	Escrow completes and provides title request to lender if applicable	Escrow prepares documents for closing	Once all requirements are met title is clear and ready to move to the closing Finalize Settlement Statement/ Final balancing with Lender
Moving Process			:	
 Research and schedule moving company 	 Pick up moving boxes Begin packing items not needed in the next 30 days 		 Begin setting up telephone, cable, etc. at new property address 	Change utilities, water, etc. (after loan is approved) effective on date of possession

ESSENTIALS FOR BUYERS











The Home Buying Process

Buyer's Wish List

Comparison Checklist

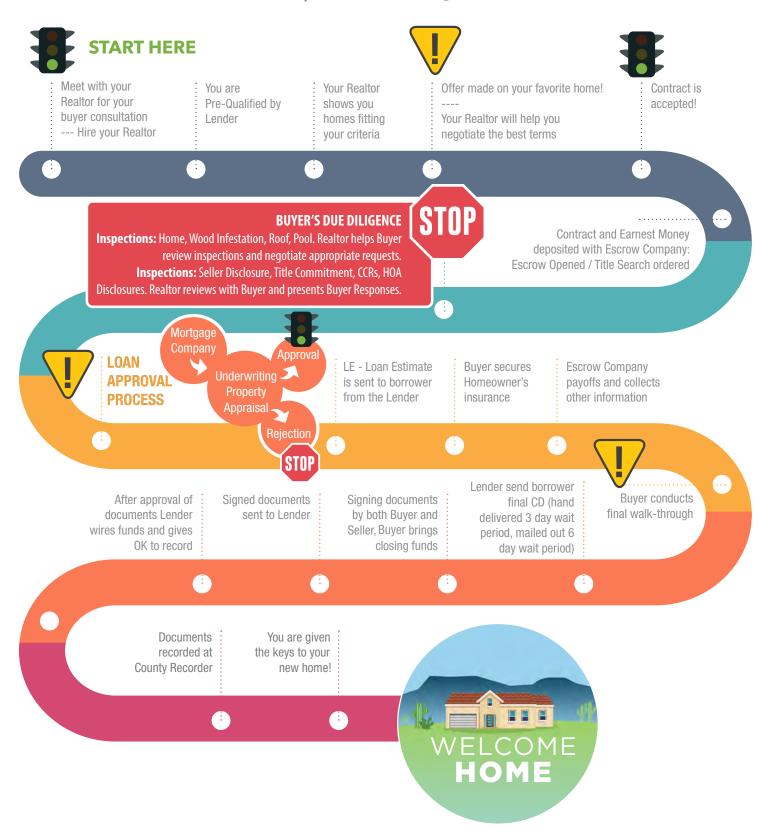
Zip Code Map

Local Services Directory



THE HOME BUYING PROCESS

A Roadmap to Purchasing Your Home



BUYER WISHLIST

There are many important factors involved in finding the perfect home. It's hard to remember them all when you are put on the spot! This worksheet is designed to outline your important needs and desires in your new home.



Please take your time and fill it out before we begin our search. It will serve as a great reference tool!

PR	OPERTY SPECIFICATION	S			
	Square Feet: Min Price Range: Style of Home: Floor Type: Wood Ti No. of Stories:		Parking Typ Roof Type: Lot Size:	e/Spaces:	Bathrooms:
E A IM	Home Age:		Preferred Z	ip Codes:	
MEAL	Formal Living Room	Pool		RV /	Boat Parking
	☐ Formal Dining Room☐ Great Room	Spa View			m / Security System ted Ceilings
	Family Room	Decks		Fire	olace
3 1	Pantry	Fenced Y	'ard	Larg	e Closets
	Breakfast Area	Guest Ho	ouse	Sola	r
THE REAL PROPERTY.	Laundry Room	Garage		Extra	a Storage
	Appliances	Extra Par	king		
					BUYER NOTES



HOME COMPARISON CHECKLIST

PROPERTY	#1	#2	#3	#4
ADDRESS				
ASKING PRICE	\$	\$	\$	\$
FIRST IMPRESSION				
ROOF CONDITION				
EXTERIOR CONDITION				
GARAGE SIZE				
NO. of BATHROOMS				
NO. of BEDROOMS				
NO. of CLOSETS				
CENTRAL A/C				
LIVING ROOM				
FIREPLACE				
SEPARATE DINING ROOM				
FAMILY ROOM				
KITCHEN EATING AREA				
REFRIGERATOR				
STOVE/OVEN (Mark Type)	_Electric _Gas	_Electric _Gas	_Electric _Gas	_Electric _Gas
BUYER NOTES				

LOCAL SERVICES DIRECTORY

UTILITIES

(APS) Arizona Public Service 602.371.7171 OR 1.800.253.9405

www.aps.com

(SRP) Salt River Project 602.236.8888

www.srp.com

GAS

Southwest Gas 877.860.6020

www.swgas.com

Mesa Gas 480.644.2221

WATER

Apache Junction 480.982.6030

Avondale 623.333.2005

Buckeye 623.386.2196

Carefree 480.488.9100

Cave Creek 480.488.6617

Chandler 480.782.2280

El Mirage 623.933.1228

Fountain Hills 480.837.9522

Gilbert 480.503.6800

Glendale 623.930.3190

Global Water 520.568.4452

Goodyear 623.932.3910

Guadalupe 480.730.3080

Litchfield Park 623.935.9367

Maricopa Dom Water Improv. Dist 520.568.2239

Mesa 480.644.2221

Paradise Valley* (sewer) 480.348.3518

www.ci/paradise.valley.az.us/ Paradise Valley water service is though a private water company called: EPCOR 1.800.383.0834 www.epcor.com

Peoria 623.773.7160

Phoenix 602.262.6251

www.phoenix.gov/residents/

Queen Creek 480.358.3450

Scottsdale 480.312.3111

www.scottsdaleaz.gov/eservices

Surprise 623.222.7000 Tempe 480.350.8361

TELEPHONE

Century Link 1.866.209.3277

www.centurylink.com

Cox 866.961.0155

CABLE

Cox Communications 623.594.1000 OR 1.800.683.0084

www.cox.com/arizona

Direct TV 1.855.345.7002

AUTOMOBILE INFORMATION

Emissions Testing 602.771.2300 Motor Vehicle Division 602.255.0072

DOG LICENSING 602.506.7387

POST OFFICES

Valley Wide 1.800.275.8777

www.usps.com/

VOTER REGISTRATION

602.506.1511

THE ARIZONA REPUBLIC

602.444.1000

RECYCLING AND SOLID WASTE

Solid Waste MgMt. Dept. 623.974.4791 OR 480.373.0062

Waste Management 602.268.2222

Recycling Assoc. Maricopa. 520.568.9428

CONSUMER SERVICES

Better Business Bureau 602.264.1721 AZ Attorney General 602.542.5025 AZ Registrar of Contractors 602.542.1525

TRANSPORTATION

Bus Lines

Super Shuttle 602.244.9000 Phoenix Transit 602.253.5000

Dial.A.Ride 800.775.7295

Limousine

Carey 602.966.1955

Desert Rose 623.780.0159

Scottsdale 800.221.5065

Starlite 800.875.4104

Vincent 480.348.9990

Taxi Cab

AAA 480.966.8294

Courier 602.232.2222

Yellow 602.252.5252

LIBRARIES

Apache Junction 480.474.8555

Carefree 480.488.3686

Cave Creek 480.488.2286

Chandler 480.782.2814

El Mirage 602.652.3000

Fountain Hills 602.652.3000

Gilbert 602.652.3000

Glendale 623.930.3530

Litchfield Park 623.935.5053

Maricopa 520.316.6960

Mesa 480.644.3100

Peoria 623.773.7555

Phoenix 602.262.6372

Queen Creek 602.652.3000

Scottsdale 480.312.7323

Sun City 623.652.3000

Surprise 602.652.3000

Tempe 480.350.5555

Youngtown 623.974.3401

FIRE DEPARTMENT

Apache Junction 480.982.4440

Carefree 480.488.0347

Chandler 480.782.2120

El Mirage 623.583.7988

Fountain Hills 480.837.9820

Gilbert 480.503.6300

Glendale 623.931.5600

Goodyear 623.932.2300

Litchfield Park see Goodyear

Maricopa 520.568.3333

Mesa 480.644.2101

Paradise Valley 480.348.3631

Peoria 623.773.7279

Phoenix 602.253.1191

Queen Creek 480.644.2400

Scottsdale 480.945.6311

Sun City 623.974.2321

Sun City West 623.584.3500

Surprise 623.222.5000

Tempe 480.858.7230

Youngtown 623.974.3665

POLICE DEPARTMENT

Apache Junction 480.982.8260

Carefree 480.876.1000

Chandler 480.782.4130

El Mirage 623.933.1341

Fountain Hills 602.876.1869

Gilbert 480.503.6500

Glendale 623.930.3000

Litchfield Park 623.932.1220

Maricopa 520.568.3673 Dispatch

520.316.6800 Admin

Mesa 480.644.2211

Paradise Valley 480.948.7418

Peoria 623.773.8311

Phoenix 602.262.6151

Queen Creek 602.876.1011

Scottsdale 480.312.5000

Sun City 623.972.2555

Sun City West 623.584.5808

Surprise 623.222.4000 Tempe 480.966.6211

Youngtown 623.974.3665

*Paradise Valley also doesn't provide trash service owner must sign up with PV approved trash companies. Visit Town website and click on "How do I..." and sign-up for "Garbage Collection" for a list of approved collection companies.

THE HOME INSPECTION









Contractual Rights

Professional Inspection

Wood Infestation Report

Inspection Notes



HOME INSPECTION OVERVIEW



CONTRACTUAL RIGHTS

The **AAR Residential Resale Real Estate Purchase Contract** gives the buyer the right to conduct physical, environmental, and other types of inspections, including tests, surveys, and other studies, of the premises at the buyer's expense to determine the value and condition of the premises. The Buyer must have any inspections, test, surveys, etc., and investigate any material matters that are a concern during the inspection period. The Contract also states that the buyer shall provide Seller, upon request and at no cost to the Seller, copies of all reports concerning the premises.



PROFESSIONAL HOME INSPECTION

In a home inspection, a qualified inspector takes an in-depth, unbiased look at the premises: (1) to evaluate the physical condition, i.e., structure, construction, and mechanical systems; (2) to identify items that need to be repaired OR replaced; and (3) to estimate the remaining useful life of the major systems, equipment, and structure. The inspection gives a detailed report on the condition of the structural components, exterior, roofing, plumbing, electrical, heating insulation and ventilation, air conditioning, and interiors.



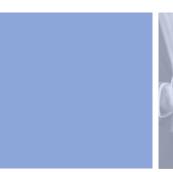
WOOD INFESTATION REPORT (WIR)

As a protective measure, lending institutions require that homes be inspected for damage from termites OR other wood-destroying insects before closing the sale of the home. A WIR is a document prepared by a licensed pest control company that informs the buyer and lending institution of the results of the inspection. For more information, contact the Arizona Structural Pest Control Commission (www.sb.state.az.us) at 602-255-3664.

INSPECTION NOTES	

MOVING ESSENTIALS













Your essential week-by-week preparation, packing and moving planner.

8 - 9 WEEKS PRIOR -

Create a realistic budget for moving expenses. If you're hiring professional movers, remember small things add up like tape boxes,transportation, storage, etc. Request time off work for moving day. Give yourself ample time to get everything moved and settled, without the stress of work responsibilities sitting in the back of your mind.

Get started on home renovations. If there is painting or major remodeling, you will want to get a head start on this sooner than later. Purge time! Go through every room of your house and begin getting rid of items you know you won't keep and identify any items that can be donated to charity.

If you have children, make sure you reach out to their new school(s) for information on registration and transfer records if necessary.

6 - 7 WEEKS PRIOR -

The worst kind of surprise is when your movers are at the door of your new home and you realize the couch just won't fit. Make sure to measure

rooms and doorways and confirm all furniture will fit correctly. Create an excel spreadsheet of family members, friends, and colleagues who will need your new address and share it with them via email.

Contact your doctor, dentist, and veterinarian to get copies of all records and arrange to transfer files to new health care providers. You can do this online if you have access to a patient portal.

4 - 5 WEEKS PRIOR -

Pack items that you need easy access to in an "essentials" box, such as toilet paper, soap, trash bags, chargers, box cutters, tape, tools, paper plates, snacks, towels, etc.

Contact utility companies and transfer or cancel service. Make sure they're aware of your move date and arrange for service and installation as needed.

2 - 4 WEEKS PRIOR -

Change your address with important service providers, such as your bank(s), credit card companies, subscriptions, and others. Don't forget to submit your address change to USPS.com.

Check insurance coverage in all areas. Update or transfer your homeowner, vehicle, or any other insurance you may have. Know the insurance your moving company provides will generally only cover the items they transport for you.

1 - 2 WEEKS PRIOR -

Unplug, disassemble, and clean out appliances. Ensure all essential utilities like gas, electricity, water, and internet services are ready at your new home. Empty your safe deposit box if you have one. Clean stovetop, oven and defrost freezer.

MOVING DAY -

Collect all keys, finish any touch-ups, and complete your walk-through. Do a final check of closets, cupboards, drawers, basement, and other areas where things may have been forgotten. Finalize any paperwork and ensure it's accessible. The cleaner the better. Remove all garbage and recycling.

ESSENTIALS FOR ESCROW & TITLE









What is Escrow?

What is Title Insurance?

Life of an Escrow

Closing Costs: Who Pays What

Taking Title

Closing 101

After the Closing



Why Choose Magnus Title?











RESOURCES

It's Simple.

With Magnus,

You Matter...

WHAT IS ESCROW?

As an escrow holder, **MAGNUS TITLE AGENCY'S** duty is to act as the neutral third party. We hold all documents and all funds, pursuant to the purchase contract and escrow instructions, until all terms have been met and the property is in insurable condition. We do not work for the seller **OR** for the buyer; rather, we are employed by **ALL** parties and act only upon **Mutual Written Instruction.**

OPENING ESCROW

Occurs when your **REALTOR®** brings in a fully executed contract with your earnest money deposit.

Your Escrow Officer reviews the contract, receipts in the earnest money, orders the commitment for title insurance, and prepares the documents required to close escrow (payoffs, HOAs, etc.) All of the documents are double checked by your Escrow Officer.













WHAT IS TITLE INSURANCE?

DEFINITION: A contract where by the Insurer, for valuable consideration, agrees to indemnify the Insured for a specified amount against loss through defect of title to real estate wherein the latter has an interest either as a purchaser OR otherwise.

PURPOSE: Title insurance services are designed to afford real property owners, lenders, and others with interest in real estate, the maximum degree of protection from adverse title claims OR risks. The financial assurance offered by a title insurance policy from the title company is, of course, the primary aspect of title protection. The policy affords protection both in satisfying valid claims against the title as insured and in defraying the expenses incurred in defending such claims.

THE TITLE SEARCH

Title companies work to eliminate risks by performing a search of the public records OR through the title company's plant. The search consists of public records, laws and court decisions pertaining to the property to determine the current recorded ownership, any recorded liens, encumbrances OR any other matters of record which could affect the title to the property. When a title search is complete, the title company issues a commitment for title insurance detailing the current status of title.



LIFF OF AN ESCROW

Opening the Escrow

Items needed to open escrow:

- Contact info for Buyer, Seller, Agents and Title Company
- Fully executed Purchase Contract
- Earnest money deposit
- Copy of listing
- New Lender information
- Existing loan payoff information
- **HOA** Information



Processing the Escrow

- Escrow deposits earnest money
- Escrow orders preliminary title report from title department
- Escrow requests payoff OR assumption information, homeowner's association information, etc.



Title Examination

- Property and parties are researched by the Title Examiner
- Preliminary Title Report is typed and sent to Escrow Officer, Agents, Seller, Buyer and Lender



ESCROW CLOSING PREPARATION

- Home Protection Plan (Warranties)
- Buyer's Hazard Insurance New Loan Package
- Payoff Information
- Repair Bills
- HOA Documents



- Inform all parties executing documents to bring a valid government issued



Execution of Documents

- Buyer and Seller meet with Escrow Officer⁺ and execute all documents
 - + Optional hired professional mobile notary upon request



Recordation

- After Escrow receives all funds needed and have ascertained that conditions are met, original documents are recorded
- Once documents are recorded, Escrow notifies Agents
- Agents will make arrangements for you to receive your keys



Policies Issued

- Purchaser receives Owner's Title Insurance Policy from Magnus **Title Agency**
- New Lender receives ALTA Loan Policy from Magnus Title **Agency**



Lenders Funds

- After all parties have executed the necessary documents, Escrow returns the loan package to the new Lender for review and funding
- Lender funds the loan and Lenders' check OR wired funds are sent to Escrow for processing



Disbursement of Funds

All disbursements are made in accordance with the settlement statement



CLOSING COSTS: WHO PAYS WHAT

A Chart Indicating Who Customarily Pays What Costs

		CASH	FHA	VA	CONV	
1. Down Payment		BUYER	BUYER	BUYER	BUYER	
2. REALTORS® Commissions		NEGOTIABLE				
3. Existing Loan Payoff		SELLER	SELLER	SELLER	SELLER	
4. Loan Pre-Payment Penalty (If A	Any)	SELLER	SELLER	SELLER	SELLER	
5. Taxes		PRORATE	PRORATE	PRORATE	PRORATE	
6. Termite/Wood Infestion Inspec	ction	BUYER	BUYER	SELLER	BUYER	
7. Property Inspection (If Requested	d by Buyer)	BUYER	BUYER	BUYER	BUYER	
8. Property Repairs (If Any)	S Negotiable	SELLER	SELLER	SELLER	SELLER	
9. Homeowner Assoc. (HOA) Transfer F	ee 8 Negotiable		NEGOT	TABLE		
10. HOA Capital Improvement	Negotiable		NEGOT	TABLE		
11. HOA Disclosure Fee		SELLER	SELLER	SELLER	SELLER	
12. Home Warranty Premium	Negotiable		NEGOT	TABLE		
13. New Loan Origination Fee			BUYER	BUYER	BUYER	
14. Discount Points			BUYER	BUYER	BUYER	
15. Documents Preparation / Lend	ling Fee		BUYER	BUYER	BUYER	
16. Credit Report			BUYER	BUYER	BUYER	
17. Appraisal	Negotiable		BUYER	BUYER	BUYER	
18. Tax Transcripts			BUYER	BUYER	BUYER	
19. Pre-Paid Interest (Approx. 30 Da	nys)		BUYER	BUYER	BUYER	
20. Impound Account			BUYER	BUYER	BUYER	
21. FHA/MIP/VA, Funding Fee, PM	G Premium		BUYER	BUYER	BUYER	
22. Fire/Hazard Insurance (If Any)		BUYER	BUYER	BUYER	BUYER	
23. Flood Insurance (If Any)			BUYER	BUYER	BUYER	
24. Escrow Fee		SPLIT	SPLIT	SPLIT	SPLIT	
25. Homeowners Title Policy		SELLER	SELLER	SELLER	SELLER	
26. Lenders Title Policy and Endorse	ments		BUYER	BUYER	BUYER	
27. Processing Fee		SPLIT	SPLIT	SPLIT	SPLIT	





TAKING TITLE

Common Ways of Holding Title to Real Property in Arizona

COMMUNITY PROPERTY

Arizona is a community property state. This is a statutory presumption that all property acquired by a married couple is community property. Community property is a method of co-ownership for married persons only. Upon death of one of the spouses, the deceased spouse's interest will pass by either a will OR intestate succession.

COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP

A version of holding title between married persons that vests the title to real property in the surviving spouse when it is expressly declared in the Deed. This vesting has the tax benefits of holding title as "community property" and the probate avoidance features of "survivorship rights".

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

Joint tenancy with right of survivorship is a method of co-ownership that gives title to the real property to the last survivor. Title to real property can be acquired by two OR more individuals either married OR unmarried. If a married couple acquires title as joint tenants with right of survivorship, they must specifically accept the joint tenancy to avoid the presumption of community property.

TENANTS IN COMMON

A method of co-ownership where parties do not have survivorship rights and each owns a specific undivided interest in the entire title.

SOLE AND SEPARATE

Real property owned by a spouse before marriage OR any acquired after marriage by gift, descent OR specific intent. If a married person acquires title as sole and separate property, his/her spouse must execute a Disclaimer Deed.

CORPORATION

Title may be taken in the name of a corporation provided that the corporation is duly formed and in good standing in the state of its incorporation.

GENERAL PARTNERSHIP

Title may be taken in the name of a general partnership duly formed under the laws of the state of the formation of the partnership. A partnership is defined as a voluntary association of two OR more persons as co-owners in a business for profit.

LIMITED PARTNERSHIP

A partnership formed by two OR more persons under the laws of Arizona OR another state and having one OR more general partners and one OR more limited partners. A certificate of limited partnership must be filed in the Office of the Secretary of State, a certified copy of which must be recorded.

TRUST

A trust is a fiduciary arrangement that allows a third party, or trustee, to hold assets on behalf of a beneficiary or beneficiaries. You must provide us with the name of the trust, date of the trust, and Trustee names as referenced in your Trust Agreement.

This guide is provided by **Magnus Title Agency** as a complimentary resource for real estate consumers. The Escrow Agent is not in a position to give legal advice. If you have questions OR would like opinions on which way to hold title would best benefit you, then you should obtain the assistance of an Attorney OR other qualified professional.

CLOSING 101: Tips for a Stress Free Signing

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 results 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.



Valid Photo Identification

- Valid driver's license OR non-driver I.D. issued by any state
- Current United States OR Foreign Passport (with accompanying visa and/or other valid documentation)
- Valid United States Military I.D.



Cashier's Check OR Wire Transfer Payable to: MAGNUS TITLE AGENCY

In the event you are required to bring funds to close escrow, we cannot accept personal checks OR cash. If you prefer to wire your funds, please contact us for bank routing instructions. If you will be bringing a proceeds check from another settlement, please contact us to verify acceptance of those funds -- we do not automatically accept checks from all title companies and attorneys.



All Persons Who Hold Title to the Property OR Who Will Be Purchasing the Property Must Attend Closing to Sign Documents

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 signing, please contact your local **MAGNUS TITLE AGENCY** office to arrange a Power of Attorney OR signing by mail. We also offer mobile notary and Remote Online Notary (RON) options.

CLOSING NOTES		
010011101110		



AFTER THE CLOSING

We recommend you keep all records pertaining to your home together in a safe place, including all purchase documents, insurance, maintenance and improvements.

LOAN PAYMENTS AND IMPOUNDS

You should receive your loan coupon book before your first payment is due. If you don't receive your book, OR if you have questions about your tax and insurance impounds, contact your mortgage company.

HOME WARRANTY REPAIRS

If you have a home warranty policy, call your home warranty company directly for repairs. Have your policy number available when you call.

RECORDED DEED

MAGNUS TITLE AGENCY will mail the original deed to you after closing.

TITLE INSURANCE POLICY

MAGNUS TITLE AGENCY will mail your policy to you after closing.

PROPERTY TAXES

You may not receive a tax statement for the current year on the home you buy. However, it is your obligation to make sure the taxes are paid when due. Check with your mortgage company to find out if taxes are included with your payment. For more information on your Maricopa County property taxes, contact:

- Maricopa County Tax Assessor 602-506-3406
- Maricopa County Treasurer 602-506-8511

CONTRACTS AND FORMS











Buyer-Broker Exclusive Employment Agreement

Buyer-Tenant Employment Agreement Addendum

Buyer-Broker Agreement to Show Property

Real Estate Agency Disclosure and Election

Residential Real Estate Purchase Contract

HOA Condo/Planned Community Addendum

Seller Compensation Addendum

Buyer's Inspection and Seller's Response (BINSR)

Listing Contract Addendum

Buyer Advisory



CONTRACTS AND FORMS

Buying and selling real estate is often one of the most significant financial events in a person's life. These transactions are governed by contracts, which are formal agreements between buyers and sellers. In Arizona, with very few exceptions, the law mandates that real estate contracts be written to ensure they are enforceable.

This section provides current samples of the documents you will encounter during the home selling process.

Most real estate transactions in Arizona utilize standardized contracts provided by the Arizona Association of Realtors (AAR). These preprinted forms feature boilerplate language designed to address the common elements of real estate deals. These forms are periodically updated to reflect current practices and regulations, and some can be tailored to fit the specific needs of individual transactions. Understanding how these contracts function and the role they play in the buying and selling process is crucial for anyone involved in an Arizona real estate transaction.



BUYER-BROKER EXCLUSIVE EMPLOYMENT AGREEMENT

Document updated: August 2024



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.



Notice to Buyer: All REALTORS® are required to have a signed written agreement prior to showing a home to a buyer.

	Buyer:	("Buyer")
2.	Broker:	acting through
	FIRM NAME	(#D121)
3.	Agent: AGENT'S NAME AGENT'S NAME	("Broker").
	Accompany This Dayley Brokey Funktion Franchises Accompany ("Accompany") is between Buyer on	d Declar la appaidavation at
4. 5.	Agreement: This Buyer-Broker Exclusive Employment Agreement ("Agreement") is between Buyer an Broker's agreement to assist Buyer to locate, negotiate and facilitate the purchase of a property, Buyer	
).).	and irrevocable right to represent Buyer in the purchase of a property during the term.	er gives broker the exclusive
7.	Buyer acknowledges that signing more than one Buyer-Broker Exclusive Employment Agreement or s	imilar agrapment(s) sould
3.	make Buyer liable to compensate multiple brokers.	imilar agreement(s) could
	make buyer habite to compensate multiple brokers.	
9.	Term: This Agreement shall commence on and expire at 11:59 p.m.	Mountain Standard Time, on
10.	("Expiration Date").	
11.	Employment: Broker agrees to:	
12.	a. locate Property meeting the following general description:	16D 10 W 114-1-
13.	□ Residential □ Land □ Commercial □ Other:	("Property") within
14.	the following geographical area(s):	
15.	b. negotiate at Buyer's direction to obtain acceptable terms and conditions for the purchase, exchange	nge, or option of the Property
6.	c. assist Buyer during the transaction within the scope of Broker's expertise and licensing.	
17.	 c. assist Buyer during the transaction within the scope of Broker's expertise and licensing. Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form. 	
17. 18.	Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form.	
17. 18. 19.	Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form. Other:	ver's first visit to any Property
17. 18. 19.	Agency Relationship: The agency relationship between Buyer and Broker shall be: ☐ as set forth in the Real Estate Agency Disclosure and Election form. ☐ Other:	
17. 18. 19. 20.	Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form. Other: Property Viewings: Buyer agrees to work exclusively with Broker and be accompanied by Broker on Bull Broker does not accompany Buyer on the first visit to any Property, including a model hor house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder,	ne, new home/lot or "oper seller or seller's broker may
17. 18. 19. 20. 21.	Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form. Other: Property Viewings: Buyer agrees to work exclusively with Broker and be accompanied by Broker on Butt Broker does not accompany Buyer on the first visit to any Property, including a model hor house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder,	ne, new home/lot or "open seller or seller's broker may
17. 18. 19. 20. 21. 22. 23.	Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form. Other: Property Viewings: Buyer agrees to work exclusively with Broker and be accompanied by Broker on Bull Broker does not accompany Buyer on the first visit to any Property, including a model hor house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, refuse to compensate Broker, which will eliminate any credit against the agreed upon Broker Control	ne, new home/lot or "oper seller or seller's broker may npensation below.
17. 18. 19. 20. 21. 22. 23.	Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form. Other: Property Viewings: Buyer agrees to work exclusively with Broker and be accompanied by Broker on Bull Broker does not accompany Buyer on the first visit to any Property, including a model hor house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, refuse to compensate Broker, which will eliminate any credit against the agreed upon Broker Combuyer agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's institution.	ne, new home/lot or "oper seller or seller's broker may npensation below. pections and investigations.
17. 18. 19. 20. 21. 22. 23.	Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form. Other: Property Viewings: Buyer agrees to work exclusively with Broker and be accompanied by Broker on Bull Broker does not accompany Buyer on the first visit to any Property, including a model hor house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, refuse to compensate Broker, which will eliminate any credit against the agreed upon Broker Combuyer agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's instance BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTOR	ne, new home/lot or "open seller or seller's broker may npensation below. pections and investigations. S®, MULTIPLE LISTING
17. 18. 19. 20. 21. 22. 23. 24.	Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form. Other: Property Viewings: Buyer agrees to work exclusively with Broker and be accompanied by Broker on Bull Broker does not accompany Buyer on the first visit to any Property, including a model hor house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, refuse to compensate Broker, which will eliminate any credit against the agreed upon Broker Combuyer agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's instance BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTOR	ne, new home/lot or "oper seller or seller's broker may npensation below. pections and investigations. S®, MULTIPLE LISTING
17. 18. 19. 20. 21. 22. 23. 24. 25. 26.	Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form. Other: Property Viewings: Buyer agrees to work exclusively with Broker and be accompanied by Broker on Bulf Broker does not accompany Buyer on the first visit to any Property, including a model hor house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, refuse to compensate Broker, which will eliminate any credit against the agreed upon Broker Combuyer agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insupport agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insupport agree of the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insupport agree of the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insupport agree of the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insupport agree of the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insupport agree of the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insupport agree of the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insupport agree of the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insupport agree of the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insupport agree of the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insupport agree of the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insupport agree of the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insupport agree of the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insupport agree of the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insupport agree of the Arizona Buyer agree of the Arizona Buyer's Insupport agree of the Arizon	ne, new home/lot or "oper seller or seller's broker may npensation below. pections and investigations. S®, MULTIPLE LISTING YER INTHIS AGREEMENT.
17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27.	Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form. Other: Property Viewings: Buyer agrees to work exclusively with Broker and be accompanied by Broker on Bull Broker does not accompany Buyer on the first visit to any Property, including a model hor house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, refuse to compensate Broker, which will eliminate any credit against the agreed upon Broker Combuyer agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's instance BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTOR SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND BU	ne, new home/lot or "oper seller or seller's broker may appensation below. pections and investigations. S®, MULTIPLE LISTING YER INTHIS AGREEMENT.
17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28.	Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form. Other: Property Viewings: Buyer agrees to work exclusively with Broker and be accompanied by Broker on Bull Broker does not accompany Buyer on the first visit to any Property, including a model hor house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, selluse to compensate Broker, which will eliminate any credit against the agreed upon Broker Combuyer agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's instance Broker Compensation Is not set by LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTOR SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND BUILYER'S INITIALS) / Retainer Fee: (Check if applicable) Buyer agrees to pay Broker a non-refundable retainer fee in the within five (5) days or days of execution of this Agreement, which is earned when paid,	ne, new home/lot or "oper seller or seller's broker may appensation below. pections and investigations. S®, MULTIPLE LISTING YER INTHIS AGREEMENT. e amount of \$
17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30.	Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form. Other: Property Viewings: Buyer agrees to work exclusively with Broker and be accompanied by Broker on Bull Broker does not accompany Buyer on the first visit to any Property, including a model hor house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, refuse to compensate Broker, which will eliminate any credit against the agreed upon Broker Combuyer agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insuper's insuper's insuper's insuper's INSTRACTION OF REALTOR SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND BUTTAND (BUYER'S INITIALS) Buyer agrees to pay Broker a non-refundable retainer fee in the within five (5) days or days of execution of this Agreement, which is earned when paid, research and other services. This fee _ shall _ shall not be credited against the Broker Compensation	ne, new home/lot or "oper seller or seller's broker may appensation below. pections and investigations. S®, MULTIPLE LISTING YER INTHIS AGREEMENT. e amount of \$
17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30.	Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form. Other: Property Viewings: Buyer agrees to work exclusively with Broker and be accompanied by Broker on Bull Broker does not accompany Buyer on the first visit to any Property, including a model hor house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, refuse to compensate Broker, which will eliminate any credit against the agreed upon Broker Combuyer agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insuper's insuper agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insuper's insuper agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insuper's insuper agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insuper's insuper agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insuper's insuper's insuper's insuper agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insuper's	ne, new home/lot or "oper seller or seller's broker may appensation below. pections and investigations. S®, MULTIPLE LISTING YER INTHIS AGREEMENT. e amount of \$ for initial consultation, a below. saction for the purchase,
17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30.	Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form. Other: Property Viewings: Buyer agrees to work exclusively with Broker and be accompanied by Broker on Bu If Broker does not accompany Buyer on the first visit to any Property, including a model hor house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, refuse to compensate Broker, which will eliminate any credit against the agreed upon Broker Com Buyer agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's ins BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTOR SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND BU (BUYER'S INITIALS) (BUYER'S INITIALS) Retainer Fee: (Check if applicable) Buyer agrees to pay Broker a non-refundable retainer fee in the within five (5) days or days of execution of this Agreement, which is earned when paid, research and other services. This fee shall shall not be credited against the Broker Compensation. If Buyer, or any entity owned or controlled by Buyer, closes escrow on a transexchange, or option of a Property, Buyer agrees to compensate Broker as follows ("Broker Compensate (CHECK ONLY ONE AND FILL IN THE COMPENSATION):	ne, new home/lot or "oper seller or seller's broker may appensation below. pections and investigations. S®, MULTIPLE LISTING YER INTHIS AGREEMENT. e amount of \$
17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32.	Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form. Other: Property Viewings: Buyer agrees to work exclusively with Broker and be accompanied by Broker on Bull Broker does not accompany Buyer on the first visit to any Property, including a model hor house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, refuse to compensate Broker, which will eliminate any credit against the agreed upon Broker Combuyer agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insubscript Broker Compensation Is NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTOR SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND BULLY Retainer Fee: (Check if applicable) Buyer agrees to pay Broker a non-refundable retainer fee in the within five (5) days or days of execution of this Agreement, which is earned when paid, research and other services. This fee shall shall not be credited against the Broker Compensation. If Buyer, or any entity owned or controlled by Buyer, closes escrow on a transexchange, or option of a Property, Buyer agrees to compensate Broker as follows ("Broker Compensation of the full purchase price or exchange value; or	ne, new home/lot or "open seller or seller's broker may appensation below. pections and investigations. S®, MULTIPLE LISTING YER INTHIS AGREEMENT. e amount of \$, for initial consultation, n below. saction for the purchase,
16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36.	Agency Relationship: The agency relationship between Buyer and Broker shall be: as set forth in the Real Estate Agency Disclosure and Election form. Other: Property Viewings: Buyer agrees to work exclusively with Broker and be accompanied by Broker on Bull Broker does not accompany Buyer on the first visit to any Property, including a model hor house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, refuse to compensate Broker, which will eliminate any credit against the agreed upon Broker Combuyer agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's insubscript Broker Compensation is NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTOR SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND BUTTAIN BROKER SINITIALS) Retainer Fee: (Check if applicable) Buyer agrees to pay Broker a non-refundable retainer fee in the within five (5) days or days of execution of this Agreement, which is earned when paid, research and other services. This fee shall shall not be credited against the Broker Compensation. If Buyer, or any entity owned or controlled by Buyer, closes escrow on a transexchange, or option of a Property, Buyer agrees to compensate Broker as follows ("Broker Compensations"). (CHECK ONLY ONE AND FILL IN THE COMPENSATION): """ \$ of the full purchase price or exchange value; or	ne, new home/lot or "open seller or seller's broker may appensation below. pections and investigations. S®, MULTIPLE LISTING YER INTHIS AGREEMENT. e amount of \$, for initial consultation, a below. saction for the purchase,

37,	The Broker Compensation shall be in U.S. currency and paid at the time of and as a condition of closing for purchase or
38.	exchange or as otherwise agreed upon in writing.

39.

40.

41.

42.

43.

44.

45.

46.

47.

48

49.

50.

51.

52.

53.

54.

55.

56.

57.

62.

63.

67.

- a. Compensation from seller or seller's broker: A seller or seller's broker may offer compensation to Broker. Buyer authorizes Broker to accept compensation from seller or seller's broker, which shall be credited against Broker Compensation.
- If seller or seller's broker's offer of compensation is greater than the Broker Compensation, Broker shall be paid the Broker Compensation and the balance shall be credited to Buyer (to the extent allowed by Buyer's lender). Broker will not receive any amount greater than Broker Compensation from any source for services provided in this Agreement.

If seller or seller's broker's offer of compensation is less than the Broker Compensation, Buyer may request seller to pay the Broker Compensation as part of an offer to purchase the Property. Any Broker Compensation not paid by seller or seller's broker shall be paid by Buyer.

Notice: Unless modified by VA regulations, VA financed transactions shall be conditioned upon the Broker Compensation being paid by the seller or seller's broker.

- b. Failure to Complete: Once an acceptable Property is located, Buyer agrees to act in good faith to acquire the Property and conduct any inspections/investigations of the Property that Buyer deems material and/or important. If completion of any transaction is prevented by Buyer's breach or with the consent of Buyer other than as provided in the purchase contract, the Broker Compensation shall be due and payable by Buyer.
- c. Compensation After Expiration Date: After the Expiration Date of this Agreement, Buyer agrees to pay Broker calendar days after the Expiration Date, Buyer enters into an agreement to purchase, Compensation if: (i) within exchange, or option any Property shown or negotiated by Broker on behalf of Buyer during the Term of this Agreement; or (ii) Buyer closes escrow on a Property pursuant to a purchase contract that was executed during the Term of this Agreement; or (iii) Buyer closes escrow on a Property for which escrow was opened during the Term of this Agreement.

Listings: Broker shall show property listings that fit Buyer's criteria regardless of the compensation offered to Broker by seller 58. or seller's broker unless instructed otherwise by Buyer in writing. If necessary, Buyer instructs Broker to negotiate Broker 59. Compensation be paid by seller or seller's broker. These negotiations shall not jeopardize, delay, or interfere with the initiation, 60. processing or finalizing of a transaction.

> Notice: If Buyer decides they do not wish to view property listings unless the seller or seller's broker has offered adequate compensation to Broker, the Buyer must make that instruction to Broker in writing.

Equal Housing Opportunity: Broker's policy is to abide by all local, state, and federal laws prohibiting discrimination against any 64. individual or group of individuals. Broker may not disclose the racial, ethnic, or religious composition of any neighborhood, community, or building, nor whether persons with disabilities are housed in any home or facility, except that Broker may identify housing facilities meeting the needs of a disabled buyer. For more information, consult Fair Housing Advisory.

- Other Potential Buyers: Buyer consents and acknowledges that other potential buyers represented by Broker may consider, 68. make offers on, or acquire an interest in the same or similar properties as Buyer is seeking.

Release of Broker: Buyer recognizes, acknowledges, and agrees that Broker is not qualified, nor licensed to offer advice on financial, legal or tax matters regarding real estate transactions ("Related Services"). Broker, if requested, may provide Buyer the names of thirdparty professionals who claim to perform Related Services. Buyer is instructed to independently investigate all potential third-party 72. professionals and use their sole discretion in selecting which third-party professionals to hire, if any. Buyer expressly releases, holds harmless, and indemnifies Broker from any and all liability and responsibility regarding Buyer's selection and use of third-75. party professionals to perform Related Services or Buyer's election not to use the services of such third-party professionals.

76.	(BUYER'S INITIALS)	
77.	Additional Terms and Conditions:	
78.		
79.		
90		

Alternative Dispute Resolution ("ADR"): Buyer and Broker (the "Parties") agree to mediate any dispute or claim arising out of 82. or relating to this Agreement in accordance with the mediation procedures of the applicable state or local REALTOR® association

	PAGE 3 of 3
83.	or as otherwise agreed. All mediation costs shall be paid equally by the Parties. In the event that mediation does not resolve
84.	all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the Parties
85. 86.	shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the Parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration
87.	Rules for the Real Estate Industry. The decision of the arbitrator shall be final and non-appealable. Judgment on the award
88.	rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either Party may
89.	opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other and in
90.	such event either Party shall have the right to resort to court action.
91.	The Parties agree that any and all disputes or claims will be brought in the Parties' individual capacity, and not as a plaintiff or class
92.	member in any purported class, collective, representative, or other consolidated proceeding. The Parties hereby waive their right to
93.	commence, become a party to or remain a participant in any group, representative, class collective or hybrid class/collective action
94.	in any proceeding and the arbitrator shall not preside over any form of a group, representative or class collective proceeding.
95.	(BUYER'S INITIALS) /
96.	Attorney Fees and Costs: In any non-REALTOR® association proceeding to enforce the compensation due to Broker pursuant
97.	to this Agreement, the prevailing party shall be awarded their reasonable attorney fees and arbitration costs.
98.	Arizona Law: This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
99.	Copies and Counterparts: This Agreement may be executed by facsimile or other electronic means and in any number of
100.	counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement.
101.	Entire Agreement: This Agreement, and any addenda and attachments, shall constitute the entire agreement between Buyer
	and Broker, and shall supersede any other written or oral agreements between Buyer and Broker and can be modified only by a
	writing signed by Buyer and Broker. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any
102.	other provisions of this Agreement.
104.	Capacity: Buyer warrants that Buyer has the legal capacity, full power and authority to enter into this Agreement and consummate
105.	the transaction contemplated hereby on Buyer's own behalf or on behalf of the party Buyer represents, as appropriate.
106.	Acceptance: Buyer hereby agrees to all of the terms and conditions herein and acknowledges receipt of a copy of this Agreement.
107.	A BUYER'S SIGNATURE MO/DA/YR A BUYER'S SIGNATURE MO/DA/YR
100	
108.	A BUYER'S NAME PRINTED A BUYER'S NAME PRINTED
109.	

A BUYER'S SIGNATURE	MO/DA/YR	A BUYER'S	SIGNATURE		MO/DA/YF
A BUYER'S NAME PRINTED	-	A BUYER'S	NAME PRINTED		
ADDRESS		CITY	STATE		ZIP CODI
TELEPHONE	EMAIL ADDRESS				
FIRM NAME					_
ADDRESS		CITY	STATE	_	ZIP CODE
A AGENT'S SIGNATURE	MO/DA/YR	A AGENT'S	SIGNATURE		MO/DA/YF
For Broker Use Only:	S SA COLOR OF THE SAME		214 10 10 10	-0.0	
Brokerage File/Log No	Manager's Initia	als	Broker's Initials	Date	DA/YR

BUYER/TENANT EMPLOYMENT AGREEMENT ADDENDUM __

Document: August 2024





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.

	Buyer/Tenant ("Buyer"):
	Broker:
	FIRM NAME
	Agreement Name: ☐ Buyer Broker Agreement to Show Property ☐ Buyer Broker Exclusive Employment Agreement ☐ Tenant Broker Exclusive Employment Agreement
	This is an addendum to the above agreement dated between Buyer and Broker ("Agreement").
	The following modified or additional terms and conditions are hereby included as a part of the Agreement between Buyer and Broker:
	(CHECK ANY THAT APPLY)
	☐ Broker Compensation: Buyer and Broker agree to modify the Broker Compensation as follows:
).	
	☐ Term Expiration: Buyer and Broker agree to a new Expiration Date of at 11:59pm, Mountain Standard Time.
2.	□ Other modified or additional terms:
3.	
7.	CANCELLATION:
	Duvel and broker agree to mutually terminate the Agreement elective introductive introductive. Neither barry shall have any fulfilled
).). 1. 2.	rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement. Buyer and Broker agree to mutually terminate the Agreement effective immediately upon the following terms and conditions:
1.	rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement. Buyer and Broker agree to mutually terminate the Agreement effective immediately upon the following terms and
1.	rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement. Buyer and Broker agree to mutually terminate the Agreement effective immediately upon the following terms and
). 1. 2.	rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement. Buyer and Broker agree to mutually terminate the Agreement effective immediately upon the following terms and
). 1. 2. 3.	rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement. Buyer and Broker agree to mutually terminate the Agreement effective immediately upon the following terms and conditions:
0. 1. 2. 3. 4.	rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement. Buyer and Broker agree to mutually terminate the Agreement effective immediately upon the following terms and conditions: Upon the fulfillment of the above terms and conditions, neither party shall have any further rights, duties or obligations
0. 1. 2. 3. 4. 5. 6.	rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement. Buyer and Broker agree to mutually terminate the Agreement effective immediately upon the following terms and conditions: Upon the fulfillment of the above terms and conditions, neither party shall have any further rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the
0. 1. 2. 3. 4. 5. 6. 7. 8.	rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement. Buyer and Broker agree to mutually terminate the Agreement effective immediately upon the following terms and conditions: Upon the fulfillment of the above terms and conditions, neither party shall have any further rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement.
0. 1. 2. 3. 4. 5. 6.	rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement. Buyer and Broker agree to mutually terminate the Agreement effective immediately upon the following terms and conditions: Upon the fulfillment of the above terms and conditions, neither party shall have any further rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement.
0. 1. 2. 3. 4. 5. 6. 7. 8. 9.	rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement. Buyer and Broker agree to mutually terminate the Agreement effective immediately upon the following terms and conditions: Upon the fulfillment of the above terms and conditions, neither party shall have any further rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement.
0. 1. 2. 3. 4. 5. 6. 7. 8.	rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement. Buyer and Broker agree to mutually terminate the Agreement effective immediately upon the following terms and conditions: Upon the fulfillment of the above terms and conditions, neither party shall have any further rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement. The undersigned agree to the modified or additional terms and conditions set forth above and acknowledge receipt of a copy hereof.
0. 1. 2. 3. 4. 5. 6. 7. 8. 9.	rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement. Buyer and Broker agree to mutually terminate the Agreement effective immediately upon the following terms and conditions: Upon the fulfillment of the above terms and conditions, neither party shall have any further rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement. The undersigned agree to the modified or additional terms and conditions set forth above and acknowledge receipt of a copy hereof.
0. 1. 2. 3. 4. 5. 6. 7. 8. 9.	rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement. Buyer and Broker agree to mutually terminate the Agreement effective immediately upon the following terms and conditions: Upon the fulfillment of the above terms and conditions, neither party shall have any further rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement. The undersigned agree to the modified or additional terms and conditions set forth above and acknowledge receipt of a copy hereof. BUYER OR AUTHORIZED REPRESENTATIVE MO/DAYPE * BUYER OR AUTHORIZED REPRESENTATIVE MO/DAYPE * SIGNATURE * BUYER OR AUTHORIZED REPRESENTATIVE MO/DAYPE * SIGNATURE * BUYER OR AUTHORIZED REPRESENTATIVE MO/DAYPE * SIGNATURE * MO/DAYPE * MO/DAYPE
0. 1. 2. 3. 4. 5. 6. 7. 8. 9.	Upon the fulfillment of the above terms and conditions, neither party shall have any further rights, duties or obligations under the Agreement and mutually release each other from all liabilities, claims, and causes of action related to the Agreement. The undersigned agree to the modified or additional terms and conditions set forth above and acknowledge receipt of a copy hereof. BBUYER OR AUTHORIZED REPRESENTATIVE MO/DA/YR BUYER OR AUTHORIZED REPRESENTATIVE MO/DA/YR BROKER OR AUTHORIZED REPRESENTATIVE MO/DA/YR A BROKER OR AUTHORIZED REPRESENTATIVE MO/DA/YR

BUYER-BROKER AGREEMENT TO SHOW PROPERTY

Document: August 2024



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:	("Buyer")
2.	Broker:	acting through
3.	Agent:	("Broker").
	AGENT'S NAME	AGENT'S NAME
4. 5. 6.	Notice to Buyer: All REALTORS® are required to have a signed written a Buyer engages Broker for the purpose of viewing property and providing othe include contract negotiation and advocacy services throughout a real estate	er real estate services at Buyer's discretion that may
7.	Term: This Agreement shall commence on and expire at	11:59 p.m. on ("Expiration Date"),
8. 9.	Property: Buyer instructs Broker to locate and show Property meeting the fo ☐ Residential ☐ Land ☐ Commercial ☐ Other:	llowing general description:
10. 11.	Agency: The agency relationship between Broker and Buyer determines how documented in the Real Estate Agency Disclosure and Election form.	w Broker will work on Buyer's behalf and will be
12. 13.	BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, A SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BET	
14. 15.	Broker Compensation: If Broker represents Buyer in the purchase of a propsigned prior to the Expiration Date, Buyer agrees to compensate Broker as for	
16. 17. 18. 19.	(CHECK ONLY ONE AND FILL IN THE COMPENSATION): """ sor other:	
20. 21. 22. 23.	Broker Compensation shall be due and paid at the time of, and as a cond accept compensation from seller or seller's broker, which shall be credited any amount greater than Broker Compensation from any source for services. Buyer Showing Instructions: Broker shall show property listings that fit B	against Broker Compensation. Broker will not receive provided in this Agreement. Buyer's criteria regardless of compensation offered to
24. 25. 26.	Broker by seller or seller's broker unless instructed otherwise by Buyer in wr Broker Compensation to be paid by seller or seller's broker. These negotial initiation, processing, or finalizing of a transaction.	
27. 28.	Equal Housing Opportunity: Broker's policy is to abide by all local, state, a individual or group of individuals. For more information, see Fair Housing Adv	
29.	Acceptance: Buyer hereby agrees to all of the terms and conditions herein an	d acknowledges receipt of a copy of this Agreement.
30.	* BUYER'S SIGNATURE MO/DA/YR * BUYER'S	SIGNATURE MO/DA/YR
31.	↑ BUYER'S NAME PRINTED	NAME PRINTED
32.	TELEPHONE EMAIL ADDRESS	
33.	FIRM NAME	
34.	AGENT'S SIGNATURE MO/DA/YR AGENT'S	SIGNATURE MO/DA/YR
	For Broker Use Only: Brokerage File/Log No Manager's Initials I	Broker's Initials Date

REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated: August

This document is not an employment agreement



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.	Firm Name ("Broker")	
2.	acting through LICENSEE'S NAME	LICENSEE'S NAME
3.	hereby makes the following disclosure.	

DISCLOSURE

10.

11.

12.

13.

15. 16.

17.

18.

19.

20.

21.

22. 23.

24. 25.

26.

27.

- 4. Before a Seller or Landlord (hereinafter referred to as "Seller") or a Buyer or Tenant (hereinafter referred to as 5. "Buyer") enters into a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer
- 6. should understand what type of agency relationship or representation they will have with the broker in the transaction.
- Buyer's Broker: A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services rendered, either in full or in part, from the Seller or through the Seller's broker:
 - A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.
 - b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar properties as Buyer is seeking.
- 14. II. Seller's Broker: A broker under a listing agreement with the Seller acts as the broker for the Seller only:
 - A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller
 - b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.
 - III. Broker Representing both Seller and Buyer (Limited Representation Broker): A broker, either acting directly or through one or more licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s), represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:
 - a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than stated in the listing or that the Buyer will accept a price or terms other than offered.
 - b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may be made only with written authorization.
- 28. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the 29. performance of the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known
- 30. facts which materially and adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers, 31. Lessors and Brokers are not obligated to disclose that a property is or has been: (1) the site of a natural death, suicide,
- 32. homicide, or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having
- 22. Holling, of any clinic classified as a felony, (2) owned or occupied by a person exposed to first, of diagnosed as naving
- 33. AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity
- 34. of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms, or conditions of offers as confidential
- 35. unless there is a confidentiality agreement between the parties.
- 36. THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER
- 37. FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD
- 38. CAREFULLY READ ALL AGREEMENTS TO ENSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR
- 39. UNDERSTANDING OF THE TRANSACTION.

	_			
		CT		
_			••	14

	ELECTION					
40.	AGENCY ELECTION DOES NOT ESTABLISH BROKER COMPENSATION.					
41. 42. 43. 44.	Compensation paid by a Buyer or Seller to their Broker is always fully negotiable and the amount chosen shall be documented in a separate written employment agreement after discussion with their Broker. Should a Seller also choose to offer compensation to a Buyer's Broker, the offered amount is fully negotiable and agreed upon after discussion with Seller's Broker.					
45.	(BUYER OR SELLER INITIALS REQUIRED)/					
46.	Buyer or Tenant Election (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker					
47.	(check any that apply):					
48.	represent the Buyer as Buyer's Broker.					
49.	represent the Seller as Seller's Broker.					
50.	show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller provided that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's					
51. 52.	informed consent should be acknowledged in a separate writing other than the purchase contract.					
53. 54. 55. 56. 57. 58.	Seller or Landlord Election (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply): represent the Buyer as Buyer's Broker. represent the Seller as Seller's Broker. show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be acknowledged in a separate writing other than the purchase contract.					
59.	Seller's informed consent should be acknowledged in a separate witting other than the purchase contract.					
60.	The undersigned Buyer(s) or Seller(s) acknowledge that this document is a disclosure of duties.					
61.	I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.					

BUYER ATTACHMENT

Document updated: August 2024



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.



Buyer's Check List

ATTENTION BUYER!

You are entering into a legally binding agreement. Read the entire contract before you sign it. 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. 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) 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. 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 61). 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/. 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***

email or transmit documents that show bank account numbers or personal identification information.

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

RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

<Initials

Document updated: August 2024



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.



BUYER BUYER

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

Page 1 of 10

1g.	40. 41. 42.	Fixtures and Personal Property: For purpose Seller agrees that all existing: fixtures on the property (i.e., remote controls) shall convey in • built-in appliances, ceiling fans and remote	Premises, personal property specified herein this sale. Including the following: s • media antennas/satellite dishes (affixed)	and means to operate fixtures and 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, 	 stoves: gas-log, pellet, wood-burning 						
	45. 46.	 fireplace equipment (affixed) floor coverings (affixed) 	trees and unpotted plants)	• timers (affixed)						
	47.	•free-standing range/oven	 shutters and awnings smart home devices, access to which 	towel, curtain and drapery rods wall mounted TV brackets and hardware						
	48.	garage door openers and remotes	shall be transferred (i.e., video doorbell,	(excluding TVs)						
	49.	• light fixtures	automated thermostat)	• water-misting systems						
	50.	• mailbox	• speakers (flush-mounted)	• window and door screens, sun shades						
		W		Section 2 Section Control Control of March 19 (19)						
		If owned by Seller, the following items also as		to a consistence of the contract of the contract of						
	52. 53.	 affixed alternate power systems serving the Premises (i.e., solar) 	and covers (including any mechanical or	security and/or fire systems and/or alarms water purification systems						
	54.	the Fremises (i.e., solar)	other cleaning systems)	• water softeners						
		a value value value and a second contract of								
		Additional existing personal property incl								
	56.	refrigerator (description):								
	57.									
	58.									
	59.	above-ground spa/hot tub including equip	ment, covers, and any mechanical or other of	cleaning systems (description):						
	60.									
	61.	other personal property not otherwise add	Iressed (description):							
	62.	other personal property not otherwise add	Iressed (description):							
	60	3. Additional existing personal property included shall not be considered part of the Premises and shall be transferred with n								
	64.	monetary value, and free and clear of all li	ens or encumbrances.	Fremises and shall be transferred with no						
	65.	5. 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 notice, whichever is later.	leased items disapproved within the Inspec	tion Period or five (5) days after receipt of the						
	68	IF THIS IS AN ALL CASH SALE: Section 2	door not apply on to Section 2							
	00.		does not apply - go to Section 3.							
		2. FINANCING	-							
2a.	69.	Pre-Qualification: An AAR Pre-Qualification	on Form is attached hereto and incorporated	d herein by reference.						
2b.	70.	Loan Contingency: Buyer's obligation to c	complete this sale is contingent upon Buyer	obtaining loan approval without Prior to						
	71.	Document ("PTD") conditions no later than t	hree (3) days prior to the COE Date for the	loan described in the AAR Loan Status						
	72.	Update ("LSU") form or the AAR Pre-Qualific	cation Form, whichever is delivered later. N	o later than three (3) days prior to the						
	73.	COE Date, Buyer shall either: (i) sign all I	oan documents; or (ii) deliver to Seller o	r Escrow Company notice of loan						
	74.	approval without PTD conditions AND da Escrow Company notice of inability to ob	ite(s) of receipt of Closing Disclosure(s)	from Lender; or (iii) deliver to Seller or						
2c.	76.	Unfulfilled Loan Contingency: This Contr	act shall be cancelled and Buyer shall be e	ntitled to a return of the Earnest Money if						
	77.	after diligent and good faith effort, Buyer is u	unable to obtain loan approval without PTD	conditions and delivers notice of inability						
		to obtain loan approval no later than three (3 cure notice to Buyer as required by Section								
		pursuant to Section 7b. If, prior to expiration								
	81.	shall be entitled to a return of the Earnest M	oney. Buyer acknowledges that prepaid ite	ms paid separately from the Earnest Money						
		are not refundable.	oney, buyer administrating the property to	no paid opporatory from the Ediffect Money						
2d.	22	Interest Rate / Necessary Funds: Buyer a	egroes that (i) the inability to obtain loop and	proval due to the failure to look the interest						
Zu.		rate and "points" by separate written agreen								
		due from Buyer necessary to obtain the loan								
		contingency.								
2e.	87	Loan Status Update: Buyer shall deliver to	Seller the I SII with at a minimum lines t	40 completed, describing the surrent status						
20.		of the Buyer's proposed loan within ten (10)								
		Broker(s) and Seller upon request.	and communication and manual	a resident to provide an apparate coo to						
	300	The state of the s								
				156						

Residential Resale Real Estate Purchase Contract • Updated: August 2024 Copyright © 2024 Arizona Association of REALTORS. All rights reserved.

Page 2 of 10

Initials> BUYER BUYER

<Initials

2f.	91.	Loan Application: Unless previously completed, within three (3) days after Contract acceptance Buyer shall (i) provide lender with Buyer's name, income, social security number, Premises address, estimate of value of the Premises, and mortgage loan amount sought; and (ii) grant lender permission to access Buyer's Trimerged Residential Credit Report.
2g.	94. 95.	Loan Processing During Escrow: Within ten (10) days after receipt of the Loan Estimate Buyer shall (i) provide lender with notice of intent to proceed with the loan transaction in a manner satisfactory to lender; and (ii) provide to lender all requested signed disclosures and the documentation listed in the LSU at lines 32-35. Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all additional documentation requested.
2h.	97. 98.	Type of Financing: Conventional FHA VA USDA Assumption Seller Carryback (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.	101.	Seller Concessions (if any): In addition to the other costs Seller has agreed to pay herein, Seller will credit Buyer% of the Purchase Price OR \$ (Seller Concessions). The Seller Concessions may be used for any Buyer fee, cost, charge, or expenditure to the extent allowed by Buyer's lender.
2k.	104. 105.	Changes: Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the Pre-Qualification Form attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make any such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan approval without PTD conditions, increase Seller's closing costs, or delay COE.
21.	108. 109.	Appraisal Contingency: Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises acceptable to lender for at least the purchase price. If the Premises fail to appraise for the purchase price in any appraisal required by lender, Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a return of the Earnest Money or 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
	113.	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 be applied against Seller's Concessions at COE, if applicable. If Buyer's lender requires an updated appraisal prior to COE, it will be performed at Buyer's expense. Any appraiser/lender required inspection cost(s) shall be paid for by Buyer.
		3. TITLE AND ESCROW
3a.		Escrow: This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:
	117.	ESCROW/TITLE COMPANY
	118.	ADDRESS CITY STATE ZIP
		ADDRESS CITY STATE ZIP
	119.	EMAIL PHONE FAX
3b.	121.	Title and Vesting: Buyer will take title as determined before COE. If Buyer is married and intends to take title as his/her sole and separate property, a disclaimer deed may be required. Taking title may have significant legal, estate planning and tax consequences. Buyer should obtain independent legal and tax advice.
3c.	124. 125. 126. 127. 128. 129. 130. 131.	Title Commitment and Title Insurance: Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements. Buyer shall have five (5) days after receipt of the Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to Seller of any items disapproved. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements and all other matters of record. Buyer shall be provided at Seller's expense an American Land Title Association ("ALTA") Homeowner's Title Insurance Policy or, if not available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire extended coverage at Buyer's own additional expense. If applicable, Buyer shall pay the cost of obtaining the ALTA Lender Title Insurance Policy.

>>

Initials>

3d.	134. 135. 136. 137. 138. 139. 140.	Additional Instructions: (i) Escrow Company shall promptly furnish notice of pending sale that contains Buyer to any homeowner's association(s) in which the Premises are located. (ii) If Escrow Company is also but is not the title insurer issuing the title insurer policy, Escrow Company shall deliver to Buyer and Se closing protection letter from the title insurer indemnifying Buyer and Seller for any losses due to frauduler instructions by Escrow Company. (iii) All documents necessary to close this transaction shall be executed Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocate. Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communication and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information of an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.	so acting as the iller, upon depon acts or bread promptly by S the extent neo d equally betwons directed to	e title agency osit of funds, a ch of escrow eller and essary to be een Seller and Seller, Buyer
3e.	143.	Tax Prorations: Real property taxes payable by Seller shall be prorated to COE based upon the latest	tax information	available.
	144. 145. 146. 147.	Release of Earnest Money: In the event of a dispute between Buyer and Seller regarding any Earnest Escrow Company, Buyer and Seller authorize Escrow Company to release the Earnest Money pursuant of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnit any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and att relating in any way to the release of the Earnest Money.	Money deposito the terms a by Escrow Con	ted with nd conditions npany against
3g.	150.	Prorations of Assessments and Fees: All assessments and fees that are not a lien as of COE, include association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, in and service contracts, shall be prorated as of COE or Other;		
3h.		Assessment Liens: The amount of any assessment lien or bond including those charged by a special Community Facilities District, shall be prorated as of COE.	al taxing distric	ct, such as a
		4. DISCLOSURE	1	
4a.	155.	Seller's Property Disclosure Statement ("SPDS"): Seller shall deliver a completed AAR Residentia within three (3) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapprediction or five (5) days after receipt of the SPDS, whichever is later.	al SPDS form oved within the	o Buyer e Inspection
4b.	158. 159. 160.	Insurance Claims History: Seller shall deliver to Buyer a written five (5) year insurance claims history reclaims history for the length of time Seller has owned the Premises if less than five (5) years) from Seller's insurance support organization or consumer reporting agency, or if unavailable from these sources, from after Contract acceptance. Buyer shall provide notice of any items disapproved within the Inspection Pereceipt of the claims history, whichever is later.	s insurance con Seller, within fi	mpany or an ve (5) days
4c.	163. 164. 165.	Foreign Sellers: The Foreign Investment in Real Property Tax Act ("FIRPTA") is applicable if Seller is individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person"). Sign, and deliver to Escrow Company a certificate indicating whether Seller is a Foreign Person. FIRP seller may have federal income taxes up to 15% of the purchase price withheld, unless an exception a for obtaining independent legal and tax advice.	Seller agrees to TA requires the	o complete, at a foreign
4d.	168. 169. 170. 171.	Lead-Based Paint Disclosure: If the Premises were built prior to 1978, Seller shall: (i) notify Buyer of a ("LBP") or LBP hazards in the Premises; (ii) provide Buyer with any LBP risk assessments or inspections possession; (iii) provide Buyer with the Disclosure of Information on Lead-Based Paint and Lead-Based report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect You Home" (collectively "LBP Information"). Buyer shall return a signed copy of the Disclosure of Information Lead-Based Paint Hazards to Seller prior to COE.	of the Premis Paint Hazards our Family from	es in Seller's , and any Lead in Your
		LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity assessments or inspections during Inspection Period.	to conduct LB	P risk
	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 presence of LBP or LBP hazards ("Assessment Period"). Buyer may within five (5) days after receipt of to (5) days after expiration of the Assessment Period cancel this Contract.	of the Premise he LBP Inform	es for the ation or five
	179. 180.	Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that residential properties built before 1978 and to follow specific work practices to prevent lead contamination	disturb lead-b n.	ased paint in
	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
				270
				>>

BUYER BUYER

<Initials

- 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,
 - 193. as to the condition, zoning, or fitness for any particular use or purpose of the Premises. However, Seller shall maintain and repair
 - 194. the Premises so that at the earlier of possession or COE; (i) the Premises, including all personal property included in the sale, will
 - 195. be in substantially the same condition as on the date of Contract acceptance; and (ii) all personal property not included in the sale
 - 196. and debris will be removed from the Premises. Buyer is advised to conduct independent inspections and investigations regarding
 - 197. the Premises within the Inspection Period as specified in Section 6a. Buyer and Seller acknowledge and understand they may,
 - 198. but are not obligated to, engage in negotiations or address repairs/improvements to the Premises. Any/all agreed upon repairs/
 - 199. improvements will be 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.
- 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

- days after Contract acceptance. During the 6a. 213. Inspection Period: Buyer's Inspection Period shall be ten (10) days or
 - 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.
- 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.

SELLER SEL

- 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.

	<initials< th=""><th>Residential Resale Real Estate Purchase Contract • Updated: August 2024 Copyright © 2024 Arizona Association of REALTORS*. All rights reserved.</th><th>Initials></th><th></th><th></th></initials<>	Residential Resale Real Estate Purchase Contract • Updated: August 2024 Copyright © 2024 Arizona Association of REALTORS*. All rights reserved.	Initials>		
3		Page 5 of 10		BUYER	BUYER

Residential	Pocala	Post	Fetato	Durchago	Contract	1

 244. PERIOD. If the Premises are served by a con 245. Addendum is incorporated herein by reference 246. 6g. 247. Swimming Pool Barrier Regulations: During 248. municipal Swimming Pool barrier regulations 249. occupying the Premises, unless otherwise ag 250. of the Arizona Department of Health Services 251. 6h. 252. BUYER ACKNOWLEDGMENT: BUYER RE 253. QUALIFIED, NOR LICENSED, TO CONDUCT 254. AREA. BUYER IS INSTRUCTED TO CONSULT 255. DUE DILIGENCE EFFORTS. BECAUSE CO 256. SURROUNDING AREA IS BEYOND THE SK 	stem alternative system AL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION						
 243. IF A SEWER CONNECTION IS A MATERIA 244. PERIOD. If the Premises are served by a con 245. Addendum is incorporated herein by reference 246. 6g. 247. Swimming Pool Barrier Regulations: During 248. municipal Swimming Pool barrier regulations 249. occupying the Premises, unless otherwise ag 250. of the Arizona Department of Health Services 251. 6h. 252. BUYER ACKNOWLEDGMENT: BUYER RE 253. QUALIFIED, NOR LICENSED, TO CONDUCT 254. AREA. BUYER IS INSTRUCTED TO CONSI 255. DUE DILIGENCE EFFORTS. BECAUSE CO 256. SURROUNDING AREA IS BEYOND THE SC 257. RELEASES AND HOLDS HARMLESS BRO 258. HAVE BEEN DISCOVERED BY INSPECTION. 	AL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION						
 244. PERIOD. If the Premises are served by a con 245. Addendum is incorporated herein by reference 246. 6g. 247. Swimming Pool Barrier Regulations: Durin 248. municipal Swimming Pool barrier regulations 249. occupying the Premises, unless otherwise ag 250. of the Arizona Department of Health Services 251. 6h. 252. BUYER ACKNOWLEDGMENT: BUYER RE 253. QUALIFIED, NOR LICENSED, TO CONDUCT 254. AREA. BUYER IS INSTRUCTED TO CONSUCT 255. DUE DILIGENCE EFFORTS. BECAUSE CO 256. SURROUNDING AREA IS BEYOND THE SE 257. RELEASES AND HOLDS HARMLESS BRO 258. HAVE BEEN DISCOVERED BY INSPECTION. 	AL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION						
 6g. 247. Swimming Pool Barrier Regulations: During 248. municipal Swimming Pool barrier regulations 249. occupying the Premises, unless otherwise ag 250. of the Arizona Department of Health Services 251. 6h. 252. BUYER ACKNOWLEDGMENT: BUYER RE 253. QUALIFIED, NOR LICENSED, TO CONDUCT 254. AREA. BUYER IS INSTRUCTED TO CONSULT 255. DUE DILIGENCE EFFORTS. BECAUSE CO 256. SURROUNDING AREA IS BEYOND THE SC 257. RELEASES AND HOLDS HARMLESS BRO 258. HAVE BEEN DISCOVERED BY INSPECTION. 	2e.						
 248. municipal Swimming Pool barrier regulations 249. occupying the Premises, unless otherwise ag 250. of the Arizona Department of Health Services 251. 6h. 252. BUYER ACKNOWLEDGMENT: BUYER RE 253. QUALIFIED, NOR LICENSED, TO CONDUCT 254. AREA. BUYER IS INSTRUCTED TO CONDUCT 255. DUE DILIGENCE EFFORTS. BECAUSE CO 256. SURROUNDING AREA IS BEYOND THE SI 257. RELEASES AND HOLDS HARMLESS BRO 258. HAVE BEEN DISCOVERED BY INSPECTION 	(BUYER'S INITIALS REQUIRED)						
6h. 252. BUYER ACKNOWLEDGMENT: BUYER RE 253. QUALIFIED, NOR LICENSED, TO CONDUC 254. AREA. BUYER IS INSTRUCTED TO CONSI 255. DUE DILIGENCE EFFORTS. BECAUSE CO 256. SURROUNDING AREA IS BEYOND THE SO 257. RELEASES AND HOLDS HARMLESS BRO 258. HAVE BEEN DISCOVERED BY INSPECTION	ing the Inspection Period, Buyer agrees to investigate all applicable state, county, and agrees to comply with and pay all costs of compliance with said regulations prior to greed in writing. If the Premises contains a Swimming Pool, Buyer acknowledges receipt						
253. QUALIFIED, NOR LICENSED, TO CONDUC 254. AREA. BUYER IS INSTRUCTED TO CONSI 255. DUE DILIGENCE EFFORTS. BECAUSE CO 256. SURROUNDING AREA IS BEYOND THE SO 257. RELEASES AND HOLDS HARMLESS BRO 258. HAVE BEEN DISCOVERED BY INSPECTION	(BUYER'S INITIALS REQUIRED)						
259.	ECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT CT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE SURROUNDING OULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PREMISES AND THE SCOPE OF BROKER'S EXPERTISE AND LICENSING, BUYER EXPRESSLY OKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD						
	(BUYER'S INITIALS REQUIRED) BUYER BUYER						
261 disapproved AAR's Buyer's Inspection Notice	on of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items ce and Seller's Response form is available for this purpose. Buyer shall conduct all to delivering such notice to Seller and all Inspection Period items disapproved shall be						
265. signed notice of the items disapproved and s	Buyer Disapproval: If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller a signed notice of the items disapproved and state in the notice that Buyer elects to either: (1) Immediately cancel this Contract, in which case:						
267. (a) If Buyer's notice specifies disappre	eval of items as allowed herein, the Earnest Money shall be released to Buyer.						
269. failed to comply with a provision of 270. If Buyer fails to cure their non-com 271. Seller shall be entitled to the Earns	oms disapproved as allowed herein, the cancellation will remain in effect but Buyer has if this Contract and Seller may deliver to Buyer a cure notice as required by Section 7a. Inpliance within three (3) days after delivery of such notice, Buyer shall be in breach and lest Money. If, prior to expiration of the Cure Period, Buyer delivers notice specifying rein, Buyer shall be entitled to a return of the Earnest Money.						
273. OR							
274. (2) Provide Seller an opportunity to correct	ct or address the items disapproved, in which case:						
 275. (a) Seller shall respond in writing with 276. disapproved. Seller's failure to res 277. Seller's refusal to correct or addres 	spond to Buyer in writing within the specified time period shall conclusively be deemed						
278. (b) If Seller agrees in writing to corn 279. workmanlike manner and delive 280. or days prior to the Co	rrect items disapproved, Seller shall correct the items, complete any repairs in a er any paid receipts evidencing the corrections and repairs to Buyer three (3) days COE Date.						
282. five (5) days after delivery of Selle 283. first, and the Earnest Money shall	correct or address any of the items disapproved, Buyer may cancel this Contract within er's response or after expiration of the time for Seller's response, whichever occurs						
285. VERBAL DISCUSSIONS WILL NOT EXTEN 286. response times or cancellation rights.	be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as w without those items that Seller has not agreed in writing to correct or address.						
287. BUYER'S FAILURE TO GIVE NOTICE OF 288. THE SPECIFIED TIME PERIOD SHALL CO 289. TRANSACTION WITHOUT CORRECTION	be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as						

<Initials

6k.	291.	 Home Warranty Plan: Buyer and Seller are advi- parties acknowledge that different home warranty most plans exclude pre-existing conditions. 	sed to it plans h	nvestigate the various nave different coverag	s home warranty plans a e options, exclusions, li	available for p mitations, ser	urchase. The vice fees and
	293.	A Home Warranty Plan will be ordered by Be	uver or	Seller with the follo	wing optional coverage		
	294.						_at a cost
	295.	not to exceed \$, to be pa	aid for b	y Buyer Seller	Split evenly between	Buyer and S	eller
	296.	. Buyer declines the purchase of a Home Warrar	ity Plan.				
	297.			(BUYER'S	INITIALS REQUIRED)	BUYER	BUYER
61.	299. 300.	Walkthrough(s): Seller grants Buyer and Buyer's the purpose of satisfying Buyer that any corrections in substantially the same condition as of the date of releases Seller and Broker(s) from liability for any or	s or repa	airs agreed to by Selle act acceptance. If Buye	r have been completed, er does not conduct suc	and the Prem	nises are
6m.	303.	Seller's Responsibility Regarding Inspections a and walkthrough(s) upon reasonable notice by Buy until COE to enable Buyer to conduct these inspec	yer. Selle	er shall, at Seller's exp	shall make the Premises bense, have all utilities o	available for n, including ar	all inspections ny propane,
6n.	306. 307. 308.	IRS and FIRPTA Reporting: The Foreign Investment Person, a buyer of residential real property must we applies. If FIRPTA is applicable and Buyer fails to reasonable or necessary to comply with FIRPTA at legal and tax advice.	ithhold f withhold	federal income taxes u l, Buyer may be held li	p to 15% of the purchas able for the tax. Buyer a	se price, unles grees to perfo	s an exception orm any acts
		7. REMEDIES	10				
7a.	311. 312. 313.	Cure Period: A party shall have an opportunity to provision of this Contract, the other party shall delicence on non-compliance is not cured within three (3) days a breach of Contract. If Escrow Company or recorded to cure a potential breach, COE shall occur on the	ver a no after deli er's office	tice to the non-comply ivery of such notice ("C e is closed on the last	ing party specifying the Cure Period"), the failure day of the Cure Period,	non-complian to comply sh	ce. If the all become a
7b.	316. 317. 318. 319. 320. 321. 322. 323.	Breach: In the event of a breach of Contract, the breaching party in any claim or remedy that the no Resolution obligations set forth herein. In the case Buyer's breach, the Earnest Money may be deemed the Earnest Money as Seller's sole right to damage notice required by Section 2b, or Buyer's inability to Section 2l, Seller shall exercise this option and a contingency is not a breach of Contract. The parties conditions of Section 1d to allow COE to occur on will constitute a material breach of this Contract, re-	of Selle of Selle ed a rea es; and i o obtain accept the es expre the COE	hing party may have in r, because it would be sonable estimate of da in the event of Buyer's loan approval due to the Earnest Money as saly agree that the fail E Date, if not cured aft	I law or equity, subject to difficult to fix actual dark amages and Seller may, breach arising from Buthe waiver of the appraise Seller's sole right to dank ure of any party to comper a cure notice is delive	o the Alternati nages in the e , at Seller's op yer's failure to sal contingend nages. An unfo by with the ter	ve Dispute event of tion, accept deliver the cy pursuant ulfilled ms and
7c.	326. 327. 328. 329. 330. 331. 332.	Alternative Dispute Resolution ("ADR"): Buyer Contract in accordance with the REALTORS® Dispute equally by the parties. In the event that mediation of the submitted for binding arbitration. In such event, an arbitration hearing. If the parties are unable to a Association ("AAA") in accordance with the AAA A final and nonappealable. Judgment on the award of Notwithstanding the foregoing, either party may open mediation conference by notice to the other and, in	does not the part agree on arbitration rendered of out of	solution System, or as t resolve all disputes o ties shall agree upon a a an arbitrator, the disp n Rules for the Real E: d by the arbitrator may binding arbitration with	otherwise agreed. All man claims, the unresolved in arbitrator and cooper oute shall be submitted the state Industry. The decipoe on the entered in any court in thirty (30) days after	ediation costs I disputes or c ate in the sche the America sion of the arb of competent the conclusion	shall be paid laims shall eduling of n Arbitration itrator shall be jurisdiction.
7d.	335. 336. 337. 338. 339.	Exclusions from ADR: The following matters are Small Claims Division of an Arizona Justice Court the small claims division; (ii) judicial or nonjudicial agreement for sale; (iii) an unlawful entry or detain is within the jurisdiction of a probate court. Further, ("lis pendens"), or order of attachment, receivership obligation to submit the claim to ADR, nor shall such	(up to \$3 foreclos er action the filin p, injunc	3,500) so long as the r ure or other action or p n; (iv) the filing or enfo ng of a judicial action to ction, or other provision	matter is not thereafter to proceeding to enforce a reement of a mechanic o enable the recording on the process of the control of the control of the control	ransferred or i deed of trust, is lien; or (v) ar if a notice of po onstitute a wai	removed from mortgage, or ny matter that ending action
7e.	342.	Attorney Fees and Costs: The prevailing party in Contract shall be awarded their reasonable attorned witness fees, fees paid to investigators, and arbitrations.	ey fees a	and costs. Costs shall			es, expert
							>>

8. ADDITIONAL TERMS AND CONDITIONS 8a. 344. _ 345. _ 346. _ 347. _ 348. . 349. _ 350. _ 351. _ 352. 353. _ 354. _ 355. _ 356. 357. 358. _ 359. 360. _ 361. 362. _ 363. 364. 365. 366. _ 367. 368. 369. 370. 371. 372. 373. 374. _ 375. 376. 377. . 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. >>

- 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 is
 - 401. obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. BROKER COMPENSATION IS NOT SET
 - 402. BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS, MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER
 - 403. THAN AS FULLY NEGOTIATED 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.
- 81. 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 flability 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) SELLER SELLER BUYER BUYER BUYER
- 80. 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 ________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.

	1	<initials< th=""><th>Residential Resale Real Estate Purchase Contract • Updated: August 2024 Copyright © 2024 Arizona Association of REALTORS®. All rights reserved.</th><th>Initials></th><th></th><th></th><th></th></initials<>	Residential Resale Real Estate Purchase Contract • Updated: August 2024 Copyright © 2024 Arizona Association of REALTORS®. All rights reserved.	Initials>			
LLER	SELLER		Page 9 of 10		BUYER	BUYER	

Date _____

		Control of the Contro				
q.	443.	Broker on behalf of Buyer:				
	444.	PRINT AGENT'S NAME	AGEN	T MLS CODE		AGENT STATE LICENSE NO.
	445.	PRINT AGENT'S NAME	AGEN	T MLS CODE		AGENT STATE LICENSE NO.
	446.	PRINT FIRM NAME				FIRM MLS CODE
	447.	FIRM ADDRESS		STATE Z	ZIP CODE	FIRM STATE LICENSE NO.
	448.	PREFERRED TELEPHONE FAX		EMAIL		
		Agency Confirmation: Broker named in Secti		ne agent of (ch	eck one):	
		Buyer; Seller; or both Buyer and Seller				
s.	451. 452.	The undersigned agree to purchase the Prena copy hereof including the Buyer Attachmen	nises on the ter nt.	ms and condi	tions herein sta	ted and acknowledge receipt of
	453.	A BUYER'S SIGNATURE	MO/DA/YR	A BUYER'S S	GNATURE	MO/DA/YR
	454.	^ BUYER'S NAME PRINTED		^ BUYER'S N	IAME PRINTED	1
	455.	ADDRESS		ADDRESS	-	
	456.		AR	CITY, STATE	20000	
		9. SELLER ACCEPTANCE	80	CITY, STATE	ZIP CODE	
a.	457.	Broker on behalf of Seller:	4		-	
	458.	PRINT AGENT'S NAME	NO.EN	T MLS CODE		AGENT STATE LICENSE NO.
	459.		0.17			
	460.	PRINT AGENT'S NAME	AGEN	T MLS CODE		AGENT STATE LICENSE NO.
		PRINT FIRM NAME		FI	RM MLS CODE	
	461.	FIRM ADDRESS	STATE		ZIP CODE	FIRM STATE LICENSE NO.
	462.	PREFERRED TELEPHONE FAX		EMAIL	3.7.7	
b.	463. 464.	Agency Confirmation: Broker named in Section Seller; or both Buyer and Seller	on 9a above is t	he agent of (ch	neck one):	
e.	465.	The undersigned agree to sell the Premise	s on the terms	and condition	s herein stated	, acknowledge receipt of a
		copy hereof and grant permission to Broke				
	467. 468.		ed herein by refe and the Counter	rence. Seller m Offer, the prov	iust sign and deli visions of the Cou	over both this offer and the Counte unter 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		
	472.				710 0000	
	100	OFFER REJECTED BY SELLER:		CITY, STATE	, 20	
	473.					

H.O.A. CONDOMINIUM / PLANNED COMMUNITY ADDENDUM

Page 1 of 3

October 2021





ARIZONA
ASSOCIATION OF
REALTORS
REAL SOLUTIONS REALTOR'S SUCCESS.

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

Premises Address:	
Date:	
Premises for sale. (2) Upon completion, this Ad prospective buyers upon request prior to prospect	("H.O.A.") information on page 1 to be completed by Seller at the time of listing the idendum shall be uploaded to the multiple listing service, if available, or delivered to tive buyer's submission of a Residential Resale Real Estate Purchase Contract to Selle ION(S) GOVERNING THE PREMISES
H.O.A.:	Contact Info:
Management Company (if any): Amount of Dues: \$ How often	Contact Info:
Amount of Dues: \$ How often	?
Amount of special assessments (if any): \$	How often? Start Date: End Date: MO/DAYR
Master Association (if any):	Contact Info:
management company (n arry).	Contract in its
Amount of Dues: \$ How often	?
Amount of special assessments (if any): \$	How often? Start Date: End Date: MO/DAYE
Other:	Contact Info:
Amount of Dues: \$ How often	
Fransfer Fees: Association(s) fees related to the	e transfer of title; H.O.A.: \$ Master Association: \$ mited to those fees labeled as community reserve, asset preservation, capital reserve
	mprovement fees, or payments: H.O.A.: \$ Master Association: \$
working capital, community enhancement, future in	sments, and any other association(s) fees paid in advance of their due date
Prepaid Association(s) Fees: Dues, assessed. O.A.: \$ Master Association: Disclosure Fees: Association(s)/Management furnished by the association(s) pursuant to the reservices related to the transfer or use of the proof \$400.00 per association. As part of the Disclosure than \$50.00 if thirty (30) days or more hawere delivered. Additionally, each association or	sments, and any other association(s) fees paid in advance of their due date \$ Company(ies) costs incurred in the preparation of a statement or other document resale of the Premises for purposes of resale disclosure, lien estoppels and any other operty. Pursuant to Arizona law, Disclosure Fees cannot be more than an aggregate issure Fees, each association may charge a statement or other documents update fee of the passed since the date of the original disclosure statement or the date the document
Prepaid Association(s) Fees: Dues, assess H.O.A.: \$ Master Association: Disclosure Fees: Association(s)/Management furnished by the association(s) pursuant to the reservices related to the transfer or use of the proof \$400.00 per association. As part of the Disclosure than \$50.00 if thirty (30) days or more hawere delivered. Additionally, each association or	sments, and any other association(s) fees paid in advance of their due date \$ Company(ies) costs incurred in the preparation of a statement or other document resale of the Premises for purposes of resale disclosure, lien estoppels and any other operty. Pursuant to Arizona law, Disclosure Fees cannot be more than an aggregate issure Fees, each association may charge a statement or other documents update fee of ave passed since the date of the original disclosure statement or the date the document may charge a rush fee of no more than \$100.00 if rush services are required to be
Prepaid Association(s) Fees: Dues, assessed A.O.A.: \$ Master Association: Disclosure Fees: Association(s)/Management furnished by the association(s) pursuant to the reservices related to the transfer or use of the proof \$400.00 per association. As part of the Disclosure than \$50.00 if thirty (30) days or more has were delivered. Additionally, each association reperformed within seventy-two (72) hours after the Dither Fees: \$ Explain: Disclosure Fees: \$ Explain:	Company(ies) costs incurred in the preparation of a statement or other documents resale of the Premises for purposes of resale disclosure, lien estoppels and any other operty. Pursuant to Arizona law, Disclosure Fees cannot be more than an aggregate usure Fees, each association may charge a statement or other documents update fee of ave passed since the date of the original disclosure statement or the date the documents may charge a rush fee of no more than \$100.00 if rush services are required to be

ADDITIONAL OBLIGATIONS

- If the homeowner's association has less than 50 units, no later than ten (10) days after Contract acceptance, the Seller shall provide
 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:

- 1. A copy of the bylaws and the rules of the association.
- 2. A copy of the declaration of Covenants, Conditions and Restrictions ("CC&Rs").
- 3. A dated statement containing:

42.

43.

44.

46. 47.

48.

49.

50.

51.

52. 53.

54.

55. 56.

57.

58.

59. 60.

61.

62.

63. 64.

65.

66.

- (a) The telephone number and address of a principal contact for the association, which may be an association manager, an association management company, an officer of the association or any other person designated by the board of directors.
- (b) The amount of the common expense assessment and the unpaid common expense assessment, special assessment or other assessment, fee or charge currently due and payable from the Seller.
- (c) A statement as to whether a portion of the unit is covered by insurance maintained by the association.
- (d) The total amount of money held by the association as reserves.
- (e) If the statement is being furnished by the association, a statement as to whether the records of the association reflect any alterations or improvements to the unit that violate the declaration. The association is not obligated to provide information regarding alterations or improvements that occurred more than six years before the proposed sale. Seller remains obligated to disclose alterations or improvements to the Premises that violate the declaration. The association may take action against the Buyer for violations apparent at the time of purchase that are not reflected in the association's records.
- (f) If the statement is being furnished by the Seller, a statement as to whether the Seller has any knowledge of any alterations or improvements to the unit that violate the declaration.
- (g) A statement of case names and case numbers for pending litigation with respect to the Premises or the association, including the amount of any money claimed.
- 4. A copy of the current operating budget of the association.
- 5. A copy of the most recent annual financial report of the association. If the report is more than ten pages, the association may provide a summary of the report in lieu of the entire report.
- A copy of the most recent reserve study of the association, if any.
- 7. Any other information required by law.
- 8. A statement for Buyer acknowledgment and signature are required by Arizona law.

Seller:			
Premises Address:			
NOTE: LINES 71-76 TO ONLY BE COMPLET	ED BY BUYER, AN	D NOT SELLER!	
The following additional terms and conditional above referenced Premises.	ns are hereby inclu	uded as a part of the Contract between	een Seller and Buyer for t
Transfer Fees shall be paid by:	☐ Buyer ☐	Seller Other	A
Capital Improvement Fees shall be paid by:	☐ Buyer ☐	Seller Other	1
Any additional fees not disclosed on page 1 an	d payable upon close	e of escrow shall be paid by: Buyer	Seller Other
Buyer shall pay all Prepaid Association Fees.			
Seller shall pay all Disclosure Fees as require	d by Arizona law.		1
In a financed purchase, Buyer shall be responsible	le for all lender fees cl	harged to obtain Association(s)/Manager	ment Company(ies) documer
BUYER VERIFICATION: Buyer may contact FEES PAYABLE UPON CLOSE OF ESCROV	the Association(s)/N	Management Company(ies) for verbal	verification of association
ASSESSMENTS: Any current homeowner's a			
ADDITIO	ONAL TERM	S AND CONDITIONS	
ADDITIO	ONAL TERM	S AND CONDITIONS	
ADDITIO	ONAL TERM	S AND CONDITIONS	
ADDITIO	ONAL TERM	S AND CONDITIONS	
6	Mar		
BUYER ACKNOWLEDGEMENT: By signing be that, although Seller has used best efforts to ide until written disclosure documents are furnished §33-1806). Buyer further acknowledges that B hold Seller and Broker(s) harmless should the	elow, Buyer acknowle ntify the amount of th d by the Association(s roker(s) did not verif	edges receipt of all three (3) pages of this le fees stated herein, the precise amour s)/Management Company(ies) per Arizi y any of the information contained her	of the fees may not be known a law (A.R.S. § 33-1260 a law. Buyer therefore agrees
BUYER ACKNOWLEDGEMENT: By signing be that, although Seller has used best efforts to ide until written disclosure documents are furnished \$33-1806). Buyer further acknowledges that B	elow, Buyer acknowle ntify the amount of th d by the Association(s roker(s) did not verif FEES PAYABLE UP	edges receipt of all three (3) pages of this e fees stated herein, the precise amour s)/Management Company(ies) per Ariz y any of the information contained her PON CLOSE OF ESCROW prove inco	nt of the fees may not be kno ona law (A.R.S. § 33-1260 a ein. Buyer therefore agrees rrect or incomplete.
BUYER ACKNOWLEDGEMENT: By signing be that, although Seller has used best efforts to ide until written disclosure documents are furnished §33-1806). Buyer further acknowledges that B hold Seller and Broker(s) harmless should the	elow, Buyer acknowle ntify the amount of th d by the Association(s roker(s) did not verif FEES PAYABLE UP	edges receipt of all three (3) pages of this e fees stated herein, the precise amour s)/Management Company(ies) per Ariz y any of the information contained her PON CLOSE OF ESCROW prove inco	nt of the fees may not be kno ona law (A.R.S. § 33-1260 a ein. Buyer therefore agrees rrect or incomplete. of a copy hereof.
BUYER ACKNOWLEDGEMENT: By signing be that, although Seller has used best efforts to ide until written disclosure documents are furnished §33-1806). Buyer further acknowledges that B hold Seller and Broker(s) harmless should the The undersigned agrees to the additional terms	elow, Buyer acknowle ntify the amount of th d by the Association(s roker(s) did not verify FEES PAYABLE UP s and conditions set	edges receipt of all three (3) pages of this e fees stated herein, the precise amour s)/Management Company(ies) per Ariza y any of the information contained her PON CLOSE OF ESCROW prove inco forth above and acknowledges receipt	nt of the fees may not be kno ona law (A.R.S. § 33-1260 a ein. Buyer therefore agrees rrect or incomplete. of a copy hereof.
BUYER ACKNOWLEDGEMENT: By signing be that, although Seller has used best efforts to ide until written disclosure documents are furnished §33-1806). Buyer further acknowledges that B hold Seller and Broker(s) harmless should the The undersigned agrees to the additional terms. * BUYER'S SIGNATURE SELLER'S ACCEPTANCE:	elow, Buyer acknowle ntify the amount of th d by the Association(s roker(s) did not verif FEES PAYABLE UP s and conditions set	edges receipt of all three (3) pages of this he fees stated herein, the precise amour s)/Management Company(ies) per Ariz y any of the information contained her PON CLOSE OF ESCROW prove inco forth above and acknowledges receipt A BUYER'S SIGNATURE	nt of the fees may not be known a law (A.R.S. § 33-1260 a lein. Buyer therefore agrees rrect or incomplete. of a copy hereof.
BUYER ACKNOWLEDGEMENT: By signing be that, although Seller has used best efforts to ide until written disclosure documents are furnished §33-1806). Buyer further acknowledges that B hold Seller and Broker(s) harmless should the The undersigned agrees to the additional terms	elow, Buyer acknowle ntify the amount of th d by the Association(s roker(s) did not verify FEES PAYABLE UP s and conditions set	edges receipt of all three (3) pages of this e fees stated herein, the precise amour s)/Management Company(ies) per Ariza y any of the information contained her PON CLOSE OF ESCROW prove inco forth above and acknowledges receipt	nt of the fees may not be kno ona law (A.R.S. § 33-1260 a ein. Buyer therefore agrees rrect or incomplete. of a copy hereof.

SELLER COMPENSATION ADDENDUM

Document updated: August 2024



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.



	hie is an adda		ated by the:	☐ Seller ☐ Buyer ☐	Lan	dlord 🗆 Tenant	Ď,		
В	ills is all adde	ndum to the	Contract/Le	ase Agreement dated			betwee	n the following	ng Parties:
-	Buyer/Tenant: _								("Buyer"
P	remises:								
T	he following a Seller and Buye	additional te er for the ab	rms and con	ditions are hereby inc ed Premises:	luded	as part of the	Contrac	or Lease A	greement betwee
S	Seller shall pay	Broker repr	esenting Buy	ver compensation as fo	llows		1	1	
(0	CHECK ANY T	HAT APPLY	AND FILL II	N THE COMPENSATION	N)			1	
, 🗆	3 Sale:	_% of the	Full Purchase	Price or \$ at	Clos	e of Escrow.		1	
2. 0	Lease: f Lease Agree	% of the ment.	gross rental	amount as calculated	for th	e entire term of	the initial	lease or \$	at executio
3. T	his compensa	tion is in ad	dition to any	Seller Concessions of	redite	d to Buyer in th	e Contra	ct, if applicab	le.
. (CHECK IF API	PLICABLE)	□ Pursuant	to a separate written	agre	ement Seller F	roker ha	s agreed to	compensate Ruy
				e full purchase price C					
	ompensation in			o ian paranase price c		William	a indepen	ident of and	in addition to, th
				0 10	1				
	nis Addendum 1) party to the	ransaction	ne undersign	ed's written consent fo	or Buy	er Broker to re	ceive cor	npensation fr	om more than or
, p	urvive Close o	f Escrow.		Section 8f or Section	9g c	the Contract.	The pro	visions of thi	s Addendum sna
2. A	Additional Terms	and Condition	os:						
2. A		and Condition	OS:	/					
2. A		and Condition		/					
2. A 3 4		and Condition							
2. A 3 4 5		and Condition							
2. A 3. — 1. — 5. — 7. —		/		nd conditions set forth a	above	and acknowled	lges rece	ipt of a copy	hereof.
2. A 3 4 5 7 9 9	he undersigne	ed agrees to	the terms ar						
2. A 3 1 5 7 9		ed agrees to		nd conditions set forth a	0	and acknowled Seller Landlord		ipt of a copy Buyer Tenant	
2. A 3 1 5 7 9 1	he undersigne	ed agrees to	the terms ar		0	Seller		Buyer	hereof.
2. A 3 1 55 77 10 11 12 13 14 15 15 16 17 17 18.	The undersigne Seller Landlord	ed agrees to	the terms ar Buyer Tenant		00	Seller Landlord	0	Buyer Tenant	MO/DA/YF
2. A 3 4 55 77 78. T	he undersigne	ed agrees to	the terms ar	MO/DA/YR	00 0	Seller	0	Buyer	

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

Page 1 of 3 Document updated: October 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.



	4 1 1 1 1 1 1				
1.	Contract dated:	MONTH	DAY	20YEAR	
2.		10 mm 1 mm 1			
3.	Buyer:				
4.	Premises Address:				
BII	VED INSDECTI	ONS AND INVEST	IGATIONS COM	DI FTFD	
	Section 6j)	ONS AND INVEST	IGATIONS COM	PELIED	
3.000		sired Inspection Period items	s such as:		
		al, and other inspections and in		1	
				ts, architects, and other persons and entit	ies;
		cable building, zoning, fire, hea			
(e of a disease, natural deat	th, suicide, homicide or other crime	
,	on the Premises or in		antone wood destroying or	annisms or inspets, sower flood bazard	
(e) inspections and invest swimming pool barrier		ootage, wood-destroying or	ganisms or insects, sewer, flood hazard,	
(tigations of any other items imp	portant to Buver.		
- '		nation deemed important incl			
-	a) MLS or listing informa	The state of the s	idding.		
,		btained regarding the Premise	S.		
	er acknowledges that:				
		Period inspections and investi-	gations must be completed	prior to delivering this notice to Seller;	
		tems disapproved must be pro			
		ited to the options specified be			
(d) Buyer is not entitled to	change or modify Buyer's ele	ection after this notice is del	ivered to Seller.	
		lge that any agreed upon cor	rrections/repairs;		
		a workmanlike manner; and		A	
(b) Arizona law, A.R.S. §	32-1121, requires that a licens	sed contractor perform corre	ections/repairs for which: (i) the aggregate	,
		k to be performed requires a lo		k to be performed is not of a casual or mi	nor
_		A to be performed requires a to	car building permit.		
Buy	er elects as follows:	corrections requested. Ruyer acco	ents the Premises in its present	condition and no corrections or repairs are requ	ested
L	Total and the state of the stat	and the second of the second o		immediately cancel the Contract.	iodiod.
T				ns listed below. (Attach an addendum, if applie	cable)
-		Selier air apportunity to correct or	address the disapproved terr	is isted below. Villacit at adderidant, if appli	Jabio.,
- 1	tems disapproved:				
- 3					
-					

esidential Buyer's Inspection I	Notice and Seller's Response	onse >>	Page 2 of 3
-			
-			
			1
			1
-		/	
-			4
	A	4	
	_		
	-		
	The same		
	The same of the sa		
uyer acknowledges that Broker(s): (1) make no representati	ons concerning the competency of any	inspectors, contractors and
repair persons and assume no re	sponsibility for any deficient	ies or errors made; and (2) neither Sell efects in the Premises. Buyer further ac	knowledges that if Seller
rees to address the items disappr	oved by monetary credit or	change in Purchase Price, an addendur	n must be submitted to
		. The undersigned agrees to the modifie	
onditions, if any, and acknowledge	s receipt of a copy hereof.		
BUYER'S SIGNATURE	MO/DA/YR	^ BUYER'S SIGNATURE	MO/DA/YR
UYER'S WAIVER OF	INSPECTIONS		
		DTAIN INCORPOTIONS OF THE DESIGN	DEC BY OUN IELES
		BTAIN INSPECTIONS OF THE PREMIS ker's advice, Buyer accepts responsibility	
demnifies and holds harmless Brok	ters from any and all liability	for all matters that professional inspection	ons could have revealed.
de la linea de la	or normally and an machiny	The provided in the provided i	
BUYER'S SIGNATURE	MO/DA/YR	^ BUYER'S SIGNATURE	MO/DA/YR
	moror III	2272112 202011112112	

Page 2 of 3

>>

SELLER'S RESP	ONSE	
	F BUYER PROVIDES SELLER AN OPPORTUNIT PROVED ON PAGES 1-2. (See Section 6j)	Y TO CORRECT
	o correct or address items disapproved, Seller shall respond within fi	ve (5) days or otherwise
Seller is unwilling or unable to co	the items disapproved by Buyer pursuant to terms set forth herein an orrect or address any of the items disapproved by Buyer. ice is as follows (Attach an addendum, if applicable):	d Section 6j of the Contract.
5		
	fied or additional terms and conditions, if any, and acknowledge	s receipt of a copy hereof.
^ SELLER'S SIGNATURE	MO/DA/YR ^ SELLER'S SIGNATURE	INO/DATT
BUYER'S ELECT	IF SELLER HAS NOT AGREED TO CORRECT	
ALL ITEMS DISAPPROVED		
 Buyer elects to cancel this Cont Buyer accepts Seller's response Seller has not agreed in writing 	e to Buyer's Notice and agrees to close escrow without correction	of those items
The undersigned agrees to the modifi	ied or additional terms and conditions, if any, and acknowledges	receipt of a copy hereof.
A BUIVED'S SIGNATURE	MO/DA/YR ^ BUYER'S SIGNATURE	MO/DA/YR

LISTING CONTRACT ADDENDUM

Document updated: August 2024

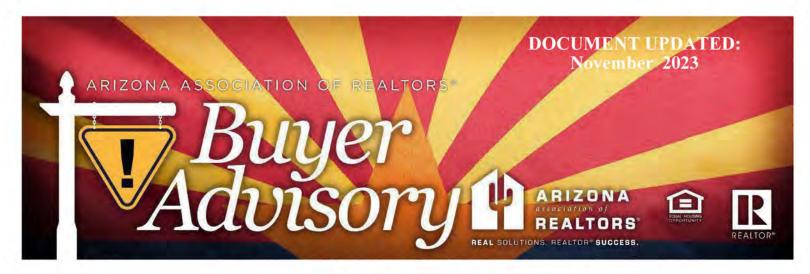


The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences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





	ated	between the following Parties:	
Owner:		TOUNTE	
Broker;		ANAE	
Premises/Property Address:			
The following modified or additional terms and Broker for the above referenced Premises/Prope		eby included as a part of the Listing Contract between Own	er and
(CHECK ANY THAT APPLY)			
☐ Broker Compensation: Owner and Broker	agree to modify the B	roker Compensation as follows:	
			-
☐ Term Expiration: Owner and Broker agree to	o a new Expiration Da	ate of at 11:59pm, Mountain Standard Time.	
☐ Other modified or additional terms:	-		
	Vis		
	1		
	_		
rights, duties or obligations under the Listing		ntract effective immediately. Neither party shall have any furth- lly release each other from all liabilities, claims, and causes of	
☐ Owner and Broker agree to mutually term rights, duties or obligations under the Listing action related to the Listing Contract.	Contract and mutua		
 □ Owner and Broker agree to mutually tern rights, duties or obligations under the Listing action related to the Listing Contract. □ Owner and Broker agree to mutually tern conditions: 	g Contract and mutua	lly release each other from all liabilities, claims, and causes of	
☐ Owner and Broker agree to mutually tern rights, duties or obligations under the Listing action related to the Listing Contract. ☐ Owner and Broker agree to mutually term conditions:	g Contract and mutual minate the Listing Contract conditions, neither particular conditions, neither particular conditions, neither particular conditions.	lly release each other from all liabilities, claims, and causes of	
□ Owner and Broker agree to mutually tern rights, duties or obligations under the Listing action related to the Listing Contract. □ Owner and Broker agree to mutually term conditions: Upon the fulfillment of the above terms and contract and mutually release each other from	conditions, neither par	Ily release each other from all liabilities, claims, and causes of intract effective immediately upon the following terms and	Listin
□ Owner and Broker agree to mutually tern rights, duties or obligations under the Listing action related to the Listing Contract. □ Owner and Broker agree to mutually term conditions: Upon the fulfillment of the above terms and contract and mutually release each other from	conditions, neither par	Ily release each other from all liabilities, claims, and causes of intract effective immediately upon the following terms and arrive shall have any further rights, duties or obligations under the is, and causes of action related to the Listing Contract.	Listin
□ Owner and Broker agree to mutually tern rights, duties or obligations under the Listing action related to the Listing Contract. □ Owner and Broker agree to mutually term conditions: Upon the fulfillment of the above terms and contract and mutually release each other from	conditions, neither par	Ily release each other from all liabilities, claims, and causes of intract effective immediately upon the following terms and arrive shall have any further rights, duties or obligations under the is, and causes of action related to the Listing Contract.	Listin
□ Owner and Broker agree to mutually tern rights, duties or obligations under the Listing action related to the Listing Contract. □ Owner and Broker agree to mutually term conditions: Upon the fulfillment of the above terms and contract and mutually release each other from	conditions, neither par	Ily release each other from all liabilities, claims, and causes of intract effective immediately upon the following terms and rty shall have any further rights, duties or obligations under the is, and causes of action related to the Listing Contract. tions set forth above and acknowledge receipt of a copy hereo	Listin
□ Owner and Broker agree to mutually tern rights, duties or obligations under the Listing action related to the Listing Contract. □ Owner and Broker agree to mutually term conditions: Upon the fulfillment of the above terms and Contract and mutually release each other from the undersigned agree to the modified or additional contract and mutually release each other from the undersigned agree to the modified or additional contract and mutually release each other from the undersigned agree to the modified or additional contract and mutually release each other from the undersigned agree to the modified or additional contract and mutually release each other from the undersigned agree to the modified or additional contract and mutually release each other from the undersigned agree to the modified or additional contract.	conditions, neither parom all liabilities, claim	Illy release each other from all liabilities, claims, and causes of intract effective immediately upon the following terms and any shall have any further rights, duties or obligations under the ins, and causes of action related to the Listing Contract. Itions set forth above and acknowledge receipt of a copy hereof the copy hereof is a copy hereof in a copy he	Listin



A Resource for Real Estate Consumers

Provided by the Arizona Association of REALTORS® and the Arizona Department of Real Estate

A real estate agent is vital to the purchase of real property and can provide a variety of services in locating a property, negotiating the sale, and advising the buyer.

A real estate agent is generally not qualified to discover defects or evaluate the physical condition of property; however, a real estate agent can assist a buyer in finding qualified inspectors and provide the buyer with documents and other resources containing vital information about a prospective property.

This Advisory is designed to make the purchase of real property as smooth as possible. Some of the more common issues that a buyer may decide to investigate or verify concerning a property purchase are summarized in this Advisory. Included in this Advisory are:

- 1. Common documents a buyer should review;
- Physical conditions in the property the buyer should investigate; and
- **3.** Conditions affecting the surrounding area that the buyer should investigate.

In addition, a buyer must communicate to the real estate agents in the transaction any special concerns the buyer may have about the property or surrounding area, whether or not those issues are addressed in this Advisory.

Reminder:

This Advisory is supplemental to obtaining professional property inspections. Professional property inspections are absolutely essential: there is no practical substitute for a professional inspection as a measure to discover and investigate defects or shortcoming in a property.

Please Note:

The property may be subject to video and/or audio surveillance. Buyer should therefore exercise caution and not discuss features or pricing while in the home.

Table of Contents

SECTION 1

COMMON DOCUMENTS A BUYER SHOULD REVIEW

- 3 Purchase Contract
- 3 MLS Printout
- 3 The Subdivision Disclosure Report (Public Report)
- 3 Seller's Property Disclosure Statement (SPDS)
- 3 Covenants, Conditions and Restrictions (CC&Rs)

- 4 Homeowner's Association (HOA) Governing Documents
- 4 HOA Disclosures
- 4 Community Facilities District
- 4 Title Report or Title Commitment
- 4 LoanInformation & Documents
- 4 Home Warranty Policy
- 5 Affidavit of Disclosure

- 5 Lead-Based Paint Disclosure Form
- 5 Professional Inspection Report
- 5 County Assessors/Tax Records
- 5 Termites and Other Wood Destroying Insects and Organisms
- 5 Foreign Investment in Real Property Tax Act (FIRPTA)

SECTION 2

COMMON PHYSICAL CONDITIONS IN THE PROPERTY A BUYER SHOULD INVESTIGATE

- 6 Repairs, Remodeling and New Construction
- 6 Square Footage
- 6 Roof
- 6 SwimmingPools and Spas (Barriers)
- 6 Septic and Other On-Site Wastewater Treatment Facilities
- 7 Sewer

- 7 Water/Well Issues (Adjudications, CAGRDs)
- 7 Soil Problems
- 7 Previous Fire/Flood
- 7 Pests(Scorpions, Bed bugs, Roof Rats, Termites & Bark Beetles)
- 8 Endangered & Threatened Species
- 8 Deaths & Felonies on the Property
- 8 Indoor Environmental Concerns (Mold, Drywall, Radon Gas& Carbon Monoxide, Drug labs, Other)
- 8 Property Boundaries
- 9 Flood Insurance / Flood Plain Status
- 9 Insurance(Claims History)
- 9 Other Property Conditions (Plumbing, Cooling/Heating, Electrical systems)

SECTION 3

CONDITIONS AFFECTING THE AREA SURROUNDING THE PROPERTY THE BUYER SHOULD INVESTIGATE

10 Environmental Concerns (Environmentally Sensitive Land Ordinance) 10 Electromagnetic Fields 10 Superfund Sites 10 Freeway Construction & Traffic Conditions 10 Crime Statistics 10 Sex Offenders 10 Forested Areas

10 Military and Public Airports 10 Zoning/Planning/Neighborhood Services

11 Schools

11 City Profile Report

SECTION 4

OTHER METHODS TO GETTING INFORMATION ABOUT A PROPERTY

11 Drive around the Neighborhood

11 Talk to the Neighbors

11 Investigate your Surroundings

SECTION 5

RESOURCES

12 Market Conditions Advisory 12 Fair Housing & Disability Laws 12 Wire Fraud 12 Additional Information

12 Information about Arizona Government, State Agencies and Arizona REALTORS®

BUYER ACKNOWLEDGMENT 13



Section 1

COMMON DOCUMENTS A BUYER SHOULD REVIEW

The documents listed below may not be relevant in every transaction, nor is the list exhaustive. Unless otherwise stated, the real estate broker has not independently verified the information contained in these documents.

1 Purchase Contract

Buyers should protect themselves by taking the time to read the Arizona REALTORS® Residential Resale Real Estate Purchase Contract and understand their legal rights and obligations before they submit an offer to buy a property.

Residential Resale Real Estate Purchase Contract (Arizona REALTORS® Residential Resale Purchase Contract)

Contingency Waivers

The Purchase Contract contains numerous contingencies, including, but not limited to, the loan contingency, the inspection contingency, and the appraisal contingency. Should a buyer elect to waive any such contingencies in conjunction with their purchase offer, adverse consequences may result that place buyer at risk of losing their Earnest Money or incurring monetary damages if buyer decides not to purchase the property after their offer is accepted. Before offering to waive any contractual contingencies, buyers should weigh the risks and consult with independent legal counsel.

2 MLS Printout

A listing is a contractual agreement between the seller and the listing broker and may authorize the broker to submit information to the Multiple Listing Service (MLS). The MLS printout is similar to an advertisement. Neither the listing agreement nor the printout is a part of the purchase contract between the buyer and seller. The information in the MLS printout was probably secured from the seller, the builder, or a governmental agency, and could be inaccurate, incomplete or an approximation. Therefore, the buyer should verify any important information contained in the MLS.

3 The Subdivision Disclosure Report (Public Report)

A Subdivision Disclosure Report (Public Report) is intended to point out material information about a subdivision. Subdividers (any person who offers for sale or lease six or more lots in a subdivision or who causes land to be divided into a subdivision) are required to give buyers a Public Report. Read the Public Report before signing any contract to purchase a property in a

subdivision. Although some of the information may become outdated, subsequent buyers can also benefit from reviewing the Public Report. Public Reports dating from January 1, 1997, are available on the Arizona Department of Real Estate (ADRE) website.

https://services.azre.gov/publicdatabase/Search/Developments.aspx (ADRE Search Developments)

https://azre.gov/consumers/property-buyers-checklist-home-or-land

(ADRE Property Buyer's Checklist)

ADRE does not verify the information in the Public Report. Therefore, the Report could be inaccurate, so it should be verified by the buyer.

4 Seller's Property Disclosure Statement(SPDS)

Most sellers provide a SPDS. This document poses a variety of questions for the seller to answer about the property and its condition. The real estate broker is not responsible for verifying the accuracy of the items on the SPDS; therefore, a buyer should carefully review the SPDS and verify those statements of concern.

A seller's disclosure obligation remains even if the buyer and seller agree that no Seller's Property Disclosure Statement will be provided.

https://bit.ly/3HDnA0u (AAR Sample SPDS) http://www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx (ADRE Property Buyer's Checklist)

5 Covenants, Conditions and Restrictions (CC&Rs)

The CC&Rs are recorded against the property and generally empower a homeowner's association to control certain aspects of property use within the development. By purchasing a property in such a development, the buyer agrees to be bound by the CC&Rs. The association, the property owners as a whole, and individual property owner can enforce the CC&Rs. It is essential that the buyer review and agree to these restrictions prior to purchasing a property.

http://www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx (ADRE Property Buyer's Checklist)

It is the law of this state that any covenants or restrictions that are based on race, religion, color, handicap status or national origin are invalid and unenforceable. A.R.S. 32-2107.01

https://www.aaronline.com/arizona-deed-restrictions/ (Arizona Deed Restrictions webpage)

ADRE ADVISES: "Read the deed restrictions, also called CC&Rs (covenants, conditions and restrictions). You might find some of the CC&Rs are very strict." Buyers should consult legal counsel if uncertain of the application of particular provisions in the CC&Rs.



6 Homeowners Association (HOA) Governing Documents

In addition to CC&Rs, HOAs may be governed by Articles of Incorporation, Bylaws, Rules and Regulations, and often architectural control standards. Read and understand these documents. Also, be aware that some HOAs impose fees that must be paid when the property is sold, so ask if the purchase of the property will result in any fees. Condominium and planned community HOAs are regulated by Arizona statutes. They are not under the jurisdiction of the Department of Real Estate (ADRE). Nonetheless, the Arizona's Homeowner's Association Dispute Process is administered by the ADRE.

http://bit.ly/2ebBSLH (A.R.S. 33-1260); http://bit.ly/2e8idM3 (A.R.S. 33-1806) http://bit.ly/1rCq9kd (ADRE HOA Information)

7 HOA Disclosures

If purchasing a resale home in a condominium or planned community, the seller (if fewer than 50 units in the community) or the HOA (if there are 50 or more units) must provide the buyer with a disclosure containing a variety of information.

http://bit.ly/2ebBSLH (A.R.S.33-1260); and http://bit.ly/2e8jdM3 (A.R.S. 33-1806)

8 Community Facilities District

Community Facilities Districts (CFDs) are special taxing districts that use bonds for the purpose of financing construction, acquisition, operation and maintenance of public infrastructure that benefits the real property owners comprising the CFD members. Roadways, public sewer, utility infrastructure and public parks are examples of the types of public infrastructure paid for by CFDs. CFDs have a Governing Board that may be the City Council acting as the board or a stand-alone board. Any member of a CFD may request disclosures from this board. Questions to ask include: the amount still owed and how many more payments are left in order to pay off the CFD for the property. It is important that you review the Detailed Property Tax Statement which will show the current amount due to the CFD.

CFDs are most commonly found on the property's detailed property tax statement from the County Tax Assessor. The local municipality or county can also be a source of CFD information.

9 Title Report or Title Commitment

The title report or commitment contains important information and is provided to the buyer by the title/ escrow company or agent. This report or commitment lists documents that are exceptions to the title insurance (Schedule B Exceptions). Schedule B Exceptions may include encumbrances, easements, and liens against the property, some of which may affect the use of the property, such as a future addition or swimming pool. Make sure you receive and review all of the listed documents. Questions about the title commitment and Schedule B documents may be answered by the title or escrow officer, legal counsel, or a surveyor.

https://www.homeclosing101.org/ (American Land Title Association) https://bit.lv/34KkCaQ (CFPB - What is title insurance?)

10 Loan Information and Documents

Unless a buyer is paying cash, the buyer must qualify for a loan in order to complete the purchase. A buyer should complete a loan application with a lender before making an offer on a property if at all possible and, if not, immediately after making an offer. It will be the buyer's responsibility to deposit any down payment and ensure that the buyer's lender deposits the remainder of the purchase price into escrow prior to the close of escrow date. Therefore, make sure you get all requested documentation to your lender as soon as possible.

https://www.consumerfinance.gov/owning-a-home/ (Buying a house: Tools & Resources for Homebuyers) https://www.hud.gov/topics/buving a home (HUD.gov)

11 Home Warranty Policy

Ahome warranty [policy]is a service contract that typically covers the repair and/or replacement costs of home appliances and major systems such as heating, cooling, plumbing, and possibly other components of a home that fail due to normal usage and age. Coverage varies depending on the policy. Be aware that pre-existing property conditions are generally not covered. A home warranty may be part of the sale of the home. If so, buyers should thoroughly read the home warranty contract to understand coverage, limitations, exclusions, and costs associated with the policy.



12 Affidavit of Disclosure

If the buyer is purchasing five or fewer parcels of land (whether improved or vacant), other than subdivided land, in an unincorporated area of a county, the seller must furnish the buyer with an Affidavit of Disclosure.

https://bit.ly/2ZLwvdX

(AAR Sample Affidavit of Disclosure)

13 Lead-Based Paint Disclosure Form

If the home was built prior to 1978, the seller must provide the buyer with a lead-based paint disclosure form. 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.

http://bit.ly/204pL4A (AAR Sample Form)

https://bit.ly/3uzq5Kb (ADRE Lead Based Paint Information)

14 Professional Inspection Report

The importance of having a property inspected by a professional inspector cannot be over-emphasized. An inspection is visual physical examination, performed for a fee, designed to identify material defects in the property.

The inspector will generally provide the buyer with a report detailing information about the property's condition. The buyer should carefully review this report with the inspector and ask the inspector about any item of concern. Pay attention to the scope of the inspection and any portions of the property excluded from the inspection.

https://www.homeinspector.org/ConsumerInformation (ASHI Home Buyer's Guide)

15 County Assessors/Tax Records

The county assessor's records contain a variety of valuable information, including the assessed value of the property for tax purposes and some of the physical aspects of the property, such as the reported square footage. The date-built information in the assessor's records can be either the actual or effective/weighted age if the residence has been remodeled. All information on the site should be verified for accuracy.

Apache: Cochise:

https://bit.ly/3CVkXTu http://bit.ly/1oUS7ok

Coconino: Gila:

http://bit.ly/2F9PstM http://bit.ly/Yq3bV9

Greenlee: Graham:

http://bit.ly/2SCTZu6 http://bit.ly/2JGz2ZO

Maricopa: La Paz:

https://mcassessor.maricopa.gov/ http://bit.ly/2HzhhdR

(yavapaiaz.gov)

Navajo: Mohave:

http://bit.ly/1pWxgVA https://bit.ly/2Y8QH9g

Pinal:

http://www.pinalcountyaz.gov/ https://www.asr.pima.gov/ Assessor/Pages/home.aspx

Santa Cruz:

http://bit.ly/1yRYwXI

Yavapai: Assessor's Office Home

https://bit.ly/3uO8BbW

16 Termites and Other Wood Destroying Insects and Organisms

Termites and other wood destroying insects are commonly found in some parts of Arizona. General guidance, inspection report information and the ability to search a property for past termite treatments may be found on the Arizona Department of Agriculture website.

https://agriculture.az.gov/pestspest-control/termites (AZDA-Termite Information) http://bit.ly/2GiGlIR%20 (AZDA-Wood Destroying Insect Inspection Reports) https://tarf.azda.gov/ (AZDA-Search for Termite Reports)

17 Foreign Investment in Real Property Tax Act (FIRPTA)

Foreign Investment in Real Property Tax Act(FIRPTA) may impact the purchase of property if the legal owner(s) of the property are foreign persons or nonresident aliens pursuant to FIRPTA. If so, consult a tax advisor as mandatory withholding may apply.

https://bit.ly/3w10GsF (I.R.S. FIRPTA Definitions)

https://www.irs.gov/Individuals/International-taxpayers/firptawithholding (I.R.S. FIRPTA Information)

https://www.irsvideos.gov/Individual/education/FIRPTA

I.R.S. FIRPTA Video)



Section 2

COMMON PHYSICAL CONDITIONS IN THE PROPERTY A BUYER SHOULD INVESTIGATE

Because every buyer and every property are different, the physical property conditions requiring investigation will vary.

1 Repairs, Remodeling and New Construction

The seller may have made repairs or added a room to the property. The buyer should feel comfortable that the work was properly done or have an expert evaluate the work. Request copies of permits, invoices or other documentation regarding the work performed.

USE OF LICENSED CONTRACTORS

A contractor's license is required for work performed on a property unless the aggregate contract price, including labor and material, is less than \$1,000, the work performed is of a "casual or minor nature," and no building permit is required. An unlicensed property owner may also perform work themselves if the property is intended for occupancy solely by the owner. If, however, the property is listed or offered for sale or rent within one year of the completed work, it is considered prima facie evidence that the owner performed the work for purposes of sale or rent.

Owners of property who are acting as developers, who improve structures or appurtenances to structures on their property for the purpose of sale or rent, and who contract with a licensed general contractor must identify the licensed contractors' names and license numbers in all sales documents.

https://roc.az.gov/before-hire (Before you Hire a Contractor—Tips) https://remodelingdoneright.nari.org/ (National Association of the Remodeling Industry)

https://apps-secure.phoenix.gov/PDD/Search/Permits (Phoenix Building Permit Search)

https://www.tucsonaz.gov/Departments/Planning-Development-Services/Permits (Tucson Building permit records) Other cities- search Planning & Development

2 Square Footage

Square footage on the MLS printout or as listed by the county assessor's records is often only an estimate and generally should not be relied upon for the exact square footage. An appraiser or architect can measure the property's size to verify the square footage.

If the square footage is important, you should have it confirmed by one of these experts during the inspection period in a resale transaction and prior to executing a contract on a new home transaction.

https://difi.az.gov/industry/RealEstateAppraisers (Licensed Real Estate Appraisers)

3 Roof

If the roof is 10 years old or older, a roof inspection by a licensed roofing contractors highly recommended.

www.azroofing.org (Arizona Roofing Contractors Association) https://roc.az.gov/before-hire (Before you Hire a Contractor)

4 Swimming Pools and Spas

If the property has a pool or a spa, the home inspector may Exclude the pool or spa form the general inspection so an inspection by a pool or spa company may be necessary.

https://www.aaronline.com/2010/10/27/pool-barrier-law-contactinformation/ (AAR-Pool Barrier Laws & Information) 36-1681 - Pool enclosures; requirements; exceptions; enforcement (azleg.gov) (A.R.S. 36-1681 Swimming Pool Enclosures)

5 Septic and Other On-Site Wastewater Treatment Facilities

If the home is not connected to a public sewer, it is probably served by an on-site wastewater treatment facility (conventional septic or alternative system). A qualified inspector must inspect any such facility within six months prior to transfer of ownership. For information on current inspection and transfer of ownership requirements, contact the specific county environmental/health agency where the property is located or the Arizona Department Environmental Quality (ADEQ).

https://azdeq.gov/notice-transfer-and-inspection-onsitewastewater (ADEQ.—AZ Statewide Inspection Program File a Notice of Transfer Online)



6 SEWER

Even if the listing or SPDS indicates that the property is connected to the city sewer, a plumber, home inspector, or other professional should verify it. Some counties and cities can perform this test as well.

7 Water/Well Issues

The property may receive water from a municipal system, a private water company, or a well. You should investigate the availability and quality of the water to the property, as well as the water provider. A list of Arizona's water companies is available at the Arizona Corporation Commission.

https://www.azcc.gov/utilities/water (Arizona Corporation Commission-Utilities Water) https://new.azwater.gov/aaws/statutes-rules (Assured and Adequate Water Supply)

Adjudications: Arizona is undertaking several Stream Adjudications, which are court proceedings to determine the extent and priority of water rights in an entire river system.

For information regarding water uses and watersheds affected by these adjudications, and the forms upon sale of the property, visit the Department of Water Resources online.

https://new.azwater.gov/adjudications

Department of Water Resources -- Adjudications)

CAGRDs: The Central Arizona Groundwater Replenishment District (CAGRD) functions to replenish groundwater used by its members, individual subdivisions and service areas of member water providers. Homeowners in a CAGRD pay an annual assessment fee which is collected through the county property tax process based the amount of ground water served to member homes.

www.cagrd.com (Central Arizona Ground Water Replenishment District)

8 Soil Problems

The soil in some areas of Arizona has "clay-like" tendencies, sometimes referred to as "expansive soil."

Other areas are subject to fissure, subsidence and other soil conditions. Properties built on such soils may experience significant movement causing a major problem.

If it has been disclosed that the property is subject to any such soil conditions or if the buyer has any concerns about the soil condition or observes evidence of cracking, the buyer should secure an independent assessment of the property and its structural integrity by a licensed, bonded, and insured professional engineer.

https://azgs.arizona.edu/center-natural-hazards/problem-soils (Problem Soils -UA Science AZ Geological Survey) http://bit.ly/2yfzVHR (Information on Land Subsidence & Earth Fissures) www.btr.state.az.us (State Certified Engineers & Firms)

9 Previous Fire/Flood

If it is disclosed there has been a fire or flood on the property, a qualified inspector should be hired to advise you regarding any possible future problems as a result of the fire or flood damage and/or any subsequent repairs. For example, if the property was not properly cleaned after a flood, mold issues may result. Your insurance agent may be able to assist you in obtaining information regarding fire, flood, or other past damage to the property.

10 Pests

Cockroaches, rattlesnakes, black widow spiders, scorpions, termites and other pests are common in parts of Arizona. Fortunately, most pests can be controlled with pesticides.

Scorpions: Scorpions, on the other hand, may be difficult to eliminate. If buyer has any concerns or if the SPDS indicates the seller has seen scorpions or other pests on the property, seek the advice of a pest control company.

Bed Bugs: Infestations are on the rise in Arizona and nationally.

Roof Rats: Roof Rats have been reported in some areas by Maricopa County Environmental Services.

Termites: Consumer Information is available from the Arizona Department of Agriculture.

Bark Beetles: Bark beetles have been reported in some forested areas.

https://agriculture.az.gov/pests-pest-control/household-pests/scorpions (Scorpions – Information)

https://agriculture.az.gov/pests-pest-control/household-pests/bed-bugs (Bed Bugs - Information)

https://agriculture.az.gov/pestspest-control/household-pests/roof-rats (Roof Rats)

https://agriculture.az.gov/pestspest-control/termites

(Termite Information)

https://agriculture.az.gov/pestspest-control/agriculture-pests/bark-beetles (Bark Beetles - Information)





11 Endangered & Threatened Species

Certain areas in the state may have issues related to federally listed endangered or threatened species that may affect land uses. Further information may be obtained on the U.S. Fish and Wildlife website or by contacting the appropriate planning/development service department.

Arizona Ecological Services Field Office | U.S. Fish & Wildlife Service (fws.gov) (Arizona Ecological Services) (Arizona Endangered Species)

12 Death and Felonies on the Properties

Arizona law states that sellers and real estate licensees have no liability for failure to disclose to a buyer that the property was ever the site of a natural death, suicide, murder or felony.

This information is often difficult to uncover; however, the local law enforcement agency may be able to identify incidents related to a property address.

http://bit.ly/2lo53MZ (A.R.S. § 32-2156)

13 Indoor Environmental Concerns

Attention has been given to the possible health effects of mold in homes, apartments and commercial buildings. Certain types of molds may cause health problems in some people while triggering only common allergic responses in others.

Mold is often not detectable by a visual inspection. To determine if the premises you are purchasing, or leasing contains mold or airborne health hazards, you may retain an environmental expert to perform an indoor air quality test. This is particularly important if any of the inspection reports or disclosure documents indicate the existence of past or present moisture, standing water, visible water stains, or water intrusion in the Premises.

The Arizona Department of Health Services, Office of Environmental Health, states:

"If you can see mold, or if there is an earthy or musty odor, you can assume you have a mold problem."

Epa.gov/indoor-air-quality-iaq (EPA-Indoor Air Quality) https://www.epa.gov/mold (EPA-Mold) https://www.cdc.gov/mold/default.htm (CDC-Mold Information)

Imported Drywall: There have been reports of problematic drywall, produced in China, used in Arizona homes. Residents in homes with problem drywall report health issues such as respiratory irritation, and other problems such as copper corrosion and sulfur odors. Visit the Consumer Product Safety Commission website for more information.

Radon Gas and Carbon Monoxide: Radon gas and carbon monoxide poisoning are two of the more common and potentially serious indoor air quality (IAQ) concerns. Both of these concerns can be addressed by the home inspector, usually for an additional fee. For information on radon levels in the state, visit Arizona Radiation Regulatory Agency online.

Drug labs: Residual contamination arising from the illicit manufacture of methamphetamine and other drugs carried out in clandestine drug laboratories presents a serious risk of harm to human and environmental health.

Other: For information on other indoor environmental concerns, the EPA has a host of resource materials and pamphlets online.

bit.lv2kRk7jm (Drywall Information Center) http://bit.lv/2GclWpM (About Radon)

http://bit.ly/2t1CAPg (Carbon Monoxide Infographic)

https://www.epa.gov/asbestos (Asbestos Information)

http://bit.ly/2qUZcSt (Voluntary Guidelines-

Methamphetamine & Fentanyl Laboratory Cleanup)

Formaldehyde | US EPA (EPA Formaldehyde)

14 Property Boundaries

If the property boundaries are of concern, a survey may be warranted. For example, a survey may be advisable if there is an obvious use of property by others, i.e., a well-worn path across a property and/or parked cars on the property or fences or structures of adjacent property owners that appear to be built on the property. For more information, visit the Arizona Professional Land Surveyors online. A search for surveyors may be found online at the Board of Technical Registration.

https://www.azpls.org/secure/find_surveyor.asp (AZ BTR Land Surveyors)



15 Flood Insurance/Flood Plain Status

Your mortgage lender may require you to purchase flood insurance in connection with your purchase of the property. The National Flood Insurance Program provides for the availability of flood insurance and established flood insurance policy premiums based on the risk of flooding in the area where properties are located. Changes to the 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 the property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of the 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 purchase of the property, and other matters related to the purchase of flood insurance for the property. If community floodplain information is not available for a specific property, and in order to obtain flood insurance, it may be necessary to have an elevation survey and obtain an elevation certificate. This is necessary to determine a properties insurability and premium rate. You may also wish to contact the Federal Emergency Management Agency (FEMA) for

more information about flood insurance as it relates to the property.

National Flood Insurance Program (FEMA)

https://www.realtor.com/flood-risk/ (Flood Risk Information)

https://www.floodsmart.gov/flood-map-zone/elevationcertificate (Elevation Certificates: Who Needs Them and Why - fact sheet)

http://azgs.arizona.edu/center-natural-hazards/floods(Floodingin Arizona)

https://www.fcd.maricopa.gov/5308/Flood-Control-District (Maricopa County Flood Control District-Services)

Other Arizona Counties: Consult County Websites.

16 Insurance (Claims History)

Many factors affect the availability and cost of homeowner's insurance. Property owners may request a five-year claims history from their insurance company, an insurance support organization or consumer reporting agency.

Consumer Resources (naic.org) (Helping You Navigate Insurance and Make Better Informed Decisions)

17 Other Property Conditions

Plumbing: Check functionality.

Cooling/Heating: Make sure the cooling and heating systems are adequate. If it is important to you, hire a qualified heating/cooling inspector.

https://www.epa.gov/ods-phaseout (Phaseout of Ozone-Depleting Substances -ODS)

Electrical Systems: Check for functionality and safety.

Section 3

CONDITIONS AFFECTING THE AREA SURROUNDING THE PROPERTY THE BUYER SHOULD INVESTIGATE

Every property is unique; therefore, important conditions vary.

Environmental Concerns

It is often very difficult to identify environmental hazards. The Arizona Department of Environmental Quality (ADEQ) website contains environmental information regarding the locations of open and closed landfills (Solid Waste Facilities), wildfire information, as well as air and water quality

information, as well as air and water quality information (and more).

https://azdeq.gov/landfills (ADEQ-Landfills)

https://www.azdeq.gov/solidwaste (ADEQ-Solid Waste Facilities)

https://www.azdeq.gov/wildfire-support (Wildfire Support)



1 Environmentally Sensitive Land Ordinance

Approximately two-thirds of the City of Scottsdale is affected by the Environmentally Sensitive Land Ordinance (ESLO), which requires some areas on private property be retained in their natural state and designated as National Area OpenSpace(NAOS).

https://www.scottsdaleaz.gov/codes/eslo (ELS and NAOS)

2 Electric and Magnetic Fields (EMFs)

For information on electric and magnetic fields, and whether they pose a health risk to you or your family, visit the National Institute of Environmental Health Sciences website.

https://www.niehs.nih.gov/health/topics/agents/emf/index.cfm (National Institute of Environmental Health Sciences)

3 Superfund Sites

There are numerous sites in Arizona where the soil and groundwater have been contaminated by improper disposal of contaminants. Maps may be viewed on ADEQ's website to see if a property is in an area designated by the ADEQ as requiring cleanup.

https://azdeq.gov/superfund-sites (AZ ADEQ-Superfund Sites) https://www.epa.gov/superfund (EPA Supefund)

4 Freeway Construction and Traffic Conditions

Although the existence of a freeway near the property may provide highly desirable access, sometimes it contributes to undesirable noise. To search for roadway construction and planning, visit the Arizona Department of Transportation (ADOT) website.

https://azdot.gov/projects (ADOT Statewide Projects) https://az511.com (ADOT Road Conditions)

5 Crime Statistics

Crime statistics, an imperfect measurement at best, provide some indication of the level of criminal activity in an area.

https://communitycrimemap.com/ (Crime Statistics - All Arizona Cities)

6 Sex Offenders

Since June 1996, Arizona has maintained a registry and community notification program for convicted sex offenders. Prior to June 1996, registration was not required, and only the higher-risk sex offenders are on the website. The presence of a sex offender in the vicinity of the property is not a fact that the seller or real estate broker is required to disclose.

https://www.azdps.gov/services/public/offender

(Registered Sex Offender and Community Notification)

https://www.nsopw.gov/

(National Sex Offender Public Site)

7 Forested Areas

Life in a forested area has unique benefits and concerns. As with other natural disasters that affect the United States in any given year including flooding, tornados, hurricanes and earthquakes, having information regarding wildfire risk will be crucial for Buyers here in the Southwest. To get the most up to date information on the community you are seeking to purchase in, search by city name, zip code and/or contact county/city fire authority for more information on issues particular to a community.

www.wildfirerisk.org (Search - Community Wildfire Risk) https://dffin.az.gov/fire/prevention/firewise (Arizona Fire Wise Communities)

https://www.nfpa.org/Public-Education/By-topic/Wildfire/Firewise-USA

(Public Education/Fire Wise USA)

8 Military and Public Airports

The legislature has mandated the identification of areas in the immediate vicinity of military and public airports that are susceptible to a certain level of noise from aircraft. The boundaries of these areas have been plotted on maps that are useful in determining if a property falls within one of these areas. The maps for military and public airports may be accessed on the Arizona Department of Real Estate (ADRE) website. Additionally, the boundaries of military and public airports in Maricopa County may be viewed on the county website. These maps are intended to show the area subject to a preponderance of airport-related noise from a given airport. Periodic over-flights that may contribute to noise cannot usually be determined from these maps.

Vacant land or lots may be for sale within areas of high noise or accident potential zones. Because the zoning of these lots may conflict with the buyer's ability to develop the property, the buyer should verify whether development is prohibited Zoning regulations for these areas, may be found at A.R.S.§28-8481.

https://azre.gov/military-airports

(ADRE - Maps of Military Airports Boundaries)

http://azre.gov/public-airports

(ADRE - Maps of Public Airports & Boundaries) https://www.skyharbor.com/FlightPaths (Phoenix Skyharbor Airport - General Information)

9 Zoning/Planning/Neighborhood Services

Information may be found on community websites.

http://phoenix.gov/business/zoning (Phoenix)

https://www.tucsonaz.gov/Departments/Planning-

Development-Services (Tucson)

10 Schools

Although there is no substitute for an on-site visit to the school to talk with principals and teachers, there is a significant amount of information about Arizona's schools on the Internet.

Visit the Arizona Department of Education website for more information.

https://www.azed.gov/ (Arizona Department of Education)

ADRE ADVISES:

"Call the school district serving the subdivision to determine whether nearby schools' area accepting new students. Some school districts, especially in the northwest of the greater Phoenix area, have placed a cap on enrolment. You may find that your children cannot attend the school nearest you and may even be transported to another community."

https://azre.gov/consumers/property-buyers-checklist-home-or-land

11 City Profile Report

Information on demographics, finances and other factors are drawn from an array of sources, such as U.S. Census Bureau of Labor, Internal Revenue Service, Federal Bureau of Investigation, and the National Oceanic and Atmospheric Administration and may be viewed on Homefair's Website.

https://www.moving.com/real-estate/city-profile/ (Find City Stats & Information)

Section 4

OTHER METHODS OF GETTING INFORMATION ABOUT A PROPERTY

Drive Around the Neighborhood

Buyers should always drive around the neighborhood, preferably on different days at several different times of the day and evening, to investigate the surrounding area.

Talk to the Neighbors

Neighbors can provide a wealth of information. Buyer should always talk to the surrounding residents about the neighborhood and the history of the property the buyer is considering for purchase.

Investigate Your Surroundings

Google Earth is an additional method to investigate the surrounding area: Google Earth



Section 5

RESOURCES

Market Conditions Advisory

The real estate market is cyclical and real estate values go up and down. The financial market also changes, affecting the terms on which a lender will agree to loan money on real property. It is impossible to accurately predict what the real estate or financial market conditions will be at any given time. The ultimate decision on the price a buyer is willing to pay and the price a seller is willing to accept for a specific property rest solely with the individual buyer or seller. The parties to a real estate transaction must decide on what price and terms they are willing to buy or sell considering market conditions, their own financial resources and their own unique circumstances.

The parties must, upon careful deliberation, decide how much risk they are willing to assume in a transaction. Any waiver of contingencies, rights or warranties in the Contract may have adverse consequences. Buyer and seller acknowledge that they understand these risks.

Buyer and Seller assume all responsibility should the return on investment, tax consequences, credit effects, or financing terms not meet their expectations. The parties understand and agree that the Broker(s) do not provide advice on property as an investment. Broker(s) are not qualified to provide financial, legal, or tax advice regarding a real estate transaction. Therefore, Broker(s) makes no representation regarding the above items. Buyer and seller are advised to obtain professional tax and legal advice regarding the advisability of entering into this transaction.

Market Conditions Advisory (Arizona REALTORS® – Sample Forms)

Fair Housing and Disability Laws

It is illegal under the Fair Housing Act and Arizona Fair Housing laws for a property owner/ seller, landlord, property manager or real estate professional to discriminate in the sale, rental, and financing of housing and in other housingrelated activities against another person based on certain protected characteristics. The National Association of REALTORS® Code of Ethics also prohibits discrimination or aiding in discrimination. It is unlawful to discriminate on the basis of race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability.

https://www.aaronline.com/manage-risk/other-advisories/

(Arizona REALTORS® Fair Housing Advisory)

Fair Housing Rights and Obligation (HUD.gov)
http://www.ada.gov/pubs/ada.htm (Americans with Disabilities Act)

Wire Fraud

Beware of wiring instructions sent via email. Cyber criminals may hack email accounts and send emails with fake wiring instructions. You should independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number prior to wiring any money.

https://www.aaronline.com/manage-risk/other-advisories/ (Arizona REALTORS® Wire Fraud Advisory)

Mortgage Closing Scams (CFPB-How to Protect Yourself)

Additional Information

NATIONAL ASSOCIATION OF REALTORS® (NAR) https://www.nar.realtor/

Ten Step Guide to Buying a Home (Realtor.com) http://bit.ly/3pQqXX7

Home Closing 101 www.homeclosing101.org

Information about Arizona Government, State Agencies and Arizona REALTORS®

Arizona Department of Real Estate Consumer Information www.azre.gov/InfoFor/Consumers.aspx Arizona Association of REALTORS®

www.aaronline.com



BUYER ACKNOWLEDGMENT

Buyer acknowledges receipt of all 13 pages of this Advisory.

Buyer further acknowledges that there may be other disclosure issues of concern not listed in this Advisory. Buyer is responsible for making all necessary inquiries and consulting the appropriate persons or entities prior to the purchase of any property.

The information in this Advisory is provided with the understanding that it is not intended as legal or other professional services or advice. These materials have been prepared for general informational purposes only. The information and links contained herein may not be updated or revised for accuracy. If you have any additional questions or need advice, please contact your own lawyer or other professional representative.

*BUYER SIGNATURE DATE

*BUYER SIGNATURE DATE







NOTES

Keep Track of Other Important Dates & Details

1	

NOTES

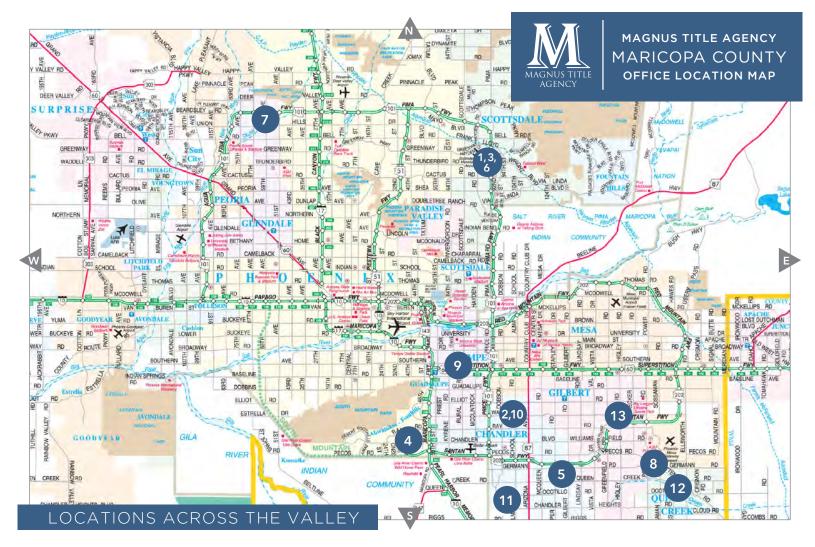
Keep Track of Other Important Dates & Details

1	

NOTES

Keep Track of Other Important Dates & Details

1	



1 | CORPORATE HEADQUARTERS

13845 N. Northsight Blvd, Suite #200 Scottsdale, AZ 85260 602.792.7300 PHONE 602.748.2750 FAX

2 | TITLE DEPARTMENT

2077 E. Warner Road, Suite #103 Tempe, AZ 85284 602.792.7310 PHONE 602.748.2700 FAX

3 | NORTHSIGHT

13845 N. Northsight Blvd, Suite #100 Scottsdale, AZ 85260

Phoenician Branch

480.682.0200 PHONE 480.385.6862 FAX

Scottsdale Branch

480.682.0230 PHONE 480.682.0231 FAX

Scottsdale Kierland Branch

480.748.2100 PHONE 480.682.3330 FAX

4 | AHWATUKEE

3930 E. Chandler Blvd., Suite #2 Phoenix, AZ 85048

Escrow

480.385.4300 PHONE 480.682.3345 FAX

Marketing

602.792.7320 PHONE 480.682.3345 FAX

5 | CHANDLER

2425 S. Stearman Dr., Suite #105 Chandler, AZ 85286 480.339.7000 PHONE 480.682.3350 FAX

6 | ACCOUNT SERVICING

13845 N. Northsight Blvd, Suite #100 Scottsdale, AZ 85260 602.792.7350 PHONE Fax: 602.748.2795 FAX

7 | ARROWHEAD

19420 N. 59th Ave., Suite B233 Glendale, AZ 85308 623.385.3500 PHONE 623.792.1855 FAX

8 | POWER ROAD

7400 S. Power Rd., Bldg. 1, Suite #102 Gilbert, AZ 85297 480.339.7010 PHONE 480.682.3340 FAX

9 TEMPE

3920 S. Rural Rd., Suite #101 Tempe, AZ 85282 480.455.3700 PHONE 480.682.3377 FAX

10 | WARNER

2077 E. Warner Road, Suite #103 Tempe, AZ 85284 480.339.7030 PHONE 480.682.3395 FAX

11 | EAST VALLEY

4913 S. Alma School, Suite #2 Chandler, AZ 85248 480.682.0220 PHONE 480.682.3380 FAX

12 | QUEEN CREEK

20852 E. Ocotillo Rd., Suite #101 Queen Creek, AZ 85142 480.339.7050 PHONE 480.682.3335 FAX

13 | GILBERT

830 S Higley Rd., Suites 22A & 23A Gilbert AZ 85296 480.339.7020 PHONE 480.682.7703 FAX

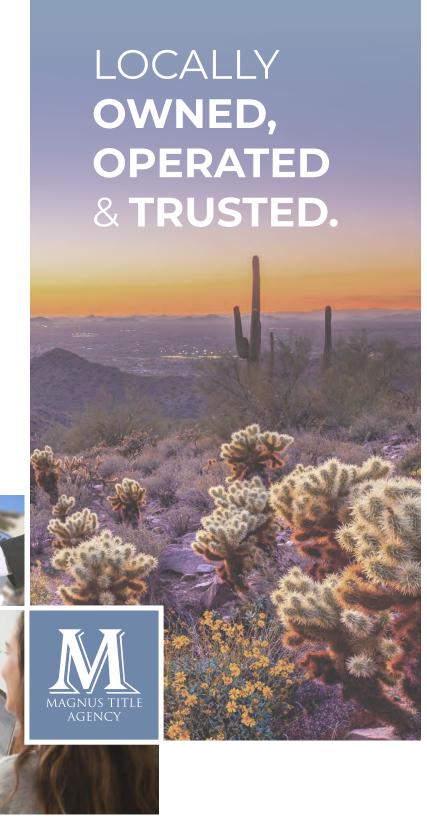


WWW.MAGNUSTITLE.COM

With Magnus, You Matter...

Magnus Title Agency has been serving Maricopa County since 2004. Our Company was built on a philosophy of integrity, a focus on innovation, and a compassion for our clients and our employees.

Our experienced senior management team leads our organization of outstanding title and escrow professionals. Our commitment is to consistently deliver solutions that make sense for each client, in every transaction.



Visit us anytime at www.MagnusTitle.com

This guide is provided by Magnus Title Agency as a complimentary resource for real estate consumers.