



# HOMESSELLER GUIDE

NORTHERN ARIZONA

*Let's Roc*



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# KEY PROFESSIONALS

## *Involved in Your Transaction*

### **REAL ESTATE AGENT**

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

### **HOME INSPECTOR**

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

### **LOAN OFFICER**

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

### **APPRAISER**

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

### **INSURANCE AGENT**

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

### **REAL ESTATE ATTORNEY**

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

### **ESCROW/CLOSING OFFICER**

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

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

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



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

## **EXPERIENCE AND EDUCATION**

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

## **INTERMEDIARY**

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

## **NEIGHBORHOOD KNOWLEDGE**

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

## **PRICING**

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

## **NEGOTIATIONS AND CONFIDENTIALITY**

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

## **CLOSING OR SETTLEMENT**

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

## **PROFESSIONALISM**

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



# QUICK REFERENCE

|                |  |
|----------------|--|
| Escrow #       |  |
| New Address    |  |
| City/State/Zip |  |

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

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

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

| CLOSING AGENT OR ATTORNEY |  |
|---------------------------|--|
| Name                      |  |
| Phone #                   |  |
| Fax #                     |  |
| Email                     |  |

|                |  |
|----------------|--|
| Assistant      |  |
| Phone #        |  |
| Email          |  |
|                |  |
| Address        |  |
| City/State/Zip |  |

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

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

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

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

What is A

# COMPARATIVE MARKET ANALYSIS?

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

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

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

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

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

A good CMA can tell you:

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

## PRICE IS EVERYTHING!

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





# GET YOUR HOME SHOW READY

## A Home Seller's Checklist

### INTERIOR

#### Clean:

- Doors
- Windows
- Light switches
- Baseboards

- Chair rails
- Carpets
- Draperies

#### Paint:

- Paint/repaint rooms in neutral colors as needed

#### Other tasks:

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

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

### KITCHEN

- Keep dishes and food out of sight
- Clean appliances

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

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

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

### BATHROOMS

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

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

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

### LAUNDRY AREA

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

### CLOSETS

- Keep closets clean and free of clutter

- Throw out or pack away nonessentials

### BASEMENT

- Eliminate any signs of dampness

- Check for and eliminate cracks

### GARAGE/CARPORT/SHED

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

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

- Lubricate/adjust/repair garage door opener

### HEATING/AC UNIT

- Replace filter
- Clean intake vent

### EXTERIOR

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

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

#### Clean:

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

### ADDITIONAL TIPS

#### Clean everything

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

#### Unclutter your home

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

#### Let the light in

Open the blinds. Put brighter bulbs in all the

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

#### Let some fresh air in

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

#### Send the kids to Grandma's

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

#### Paint

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

#### Keep the noise down

Turn off TV and turn on soft instrumental background music.

# Preparing For A HOUSE PHOTO | VIDEO SHOOT

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

## CURB APPEAL

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

## LIVING/FAMILY ROOM

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

## BEDROOM

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

## BATHROOM

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

## INTERIOR SUGGESTIONS

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

## KITCHEN

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

## QUICK TIPS

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



# WHAT IS ESCROW?

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

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## **KEY PLAYERS**

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

## **ROLES**

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

## **PROCESS**

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

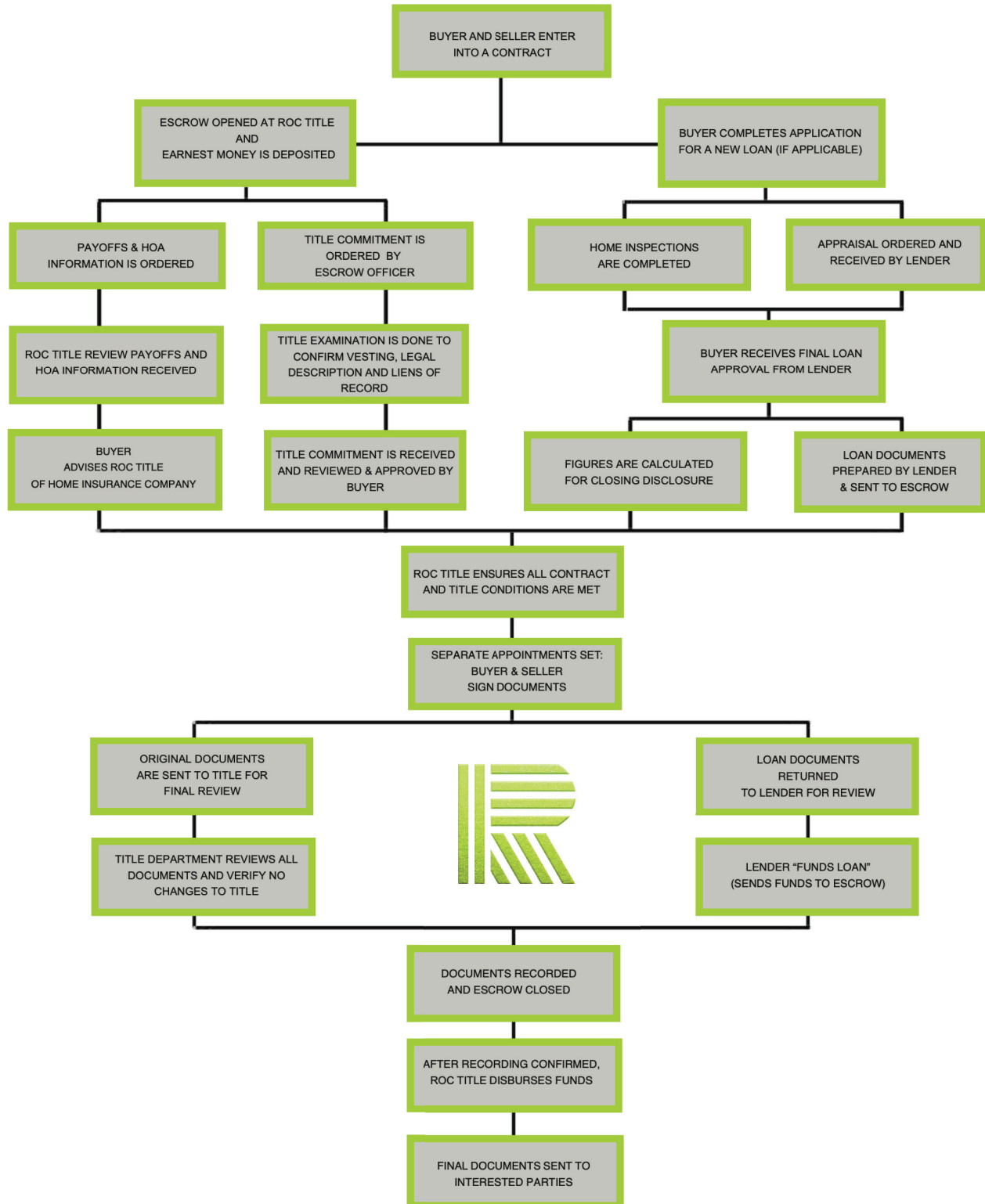
## **COST**

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

## **CLOSING/CONSUMMATION**

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

# THE REAL ESTATE CLOSING PROCESS





# CLOSING COSTS | WHO PAYS WHAT

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

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

# WHAT IS TITLE INSURANCE?

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

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

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## **OVERVIEW**

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

## **TITLE SEARCH AND EXAM**

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

## **UNDISCOVERED RISKS**

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

## **LOAN POLICY**


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

## **OWNERS'S POLICY**

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

## **PREMIUM**

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



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



# 10 COMMON TITLE PROBLEMS

## **1** ERRORS IN PUBLIC RECORDS

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

## **2** UNKNOWN LIENS

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

## **3** ILLEGAL DEEDS

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

## **4** MISSING HEIRS

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

## **5** FORGERIES

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

## **6** UNDISCOVERED ENCUMBRANCES

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

## **7 UNKNOWN EASEMENTS**

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

## **8 BOUNDARY/SURVEY DISPUTES**


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

## **9 UNDISCOVERED WILL**

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

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

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



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

# TIPS FOR A **TIMELY CLOSING**

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

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## **MORTGAGES ON THE PROPERTY**

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

## **BUYER PROTECTION PLAN**

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

## **MAINTENANCE CONTRACTS**

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

## **JUDGMENT SEARCH**

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

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

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

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

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





### **POWER OF ATTORNEY**

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

### **MARITAL STATUS**

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

### **MAIL-AWAY**

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



# MAIL-AWAY CLOSING TIPS

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

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



# CLOSING DAY

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

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

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## **VALID PHOTO IDENTIFICATION**

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

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

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

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

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

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

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

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

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



# MOVING CHECKLIST

## SEND CHANGE OF ADDRESS TO

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

## DON'T FORGET TO

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

## ON MOVING DAY

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

# 10 TIPS FOR MOVING WITH PETS

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

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



SAMPLE REAL ESTATE FORMS

# **LISTING CONTRACT**

# **EXCLUSIVE RIGHT TO SELL/RENT**





### 4. COMPENSATION

31. LISTING BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®,  
32. MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN LISTING  
33. BROKER AND OWNER IN THIS AGREEMENT. SHOULD THE OWNER CHOOSE TO OFFER COMPENSATION TO A  
34. BUYER BROKER OR TENANT BROKER, THE OFFERED AMOUNT IS ALSO FULLY NEGOTIABLE AND AGREED  
35. UPON AFTER DISCUSSION WITH THE LISTING BROKER.

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

37. All funds are to be in U.S. currency.

38. Owner agrees to compensate Listing Broker and other broker, if any, as follows:

39. (Check if applicable)  Retainer: Owner agrees to pay Listing Broker a non-refundable retainer fee in the amount of  
40. \$\_\_\_\_\_, within five (5) days or \_\_\_\_\_ days of execution of this Agreement, which is earned when paid, for  
41. initial consultation, research and other services. This fee  shall  shall not be credited against the Listing Broker  
42. compensation.

43. Listing Broker Compensation: If Listing Broker produces a ready, willing and able buyer or tenant in accordance  
44. with this Agreement, or if a sale or rental of the Premises is made by Owner or through any other broker, or otherwise,  
45. during the Term of this Agreement, Owner agrees to pay Listing Broker compensation of:

46.  Sale: \_\_\_\_\_% of the full purchase price OR \$\_\_\_\_\_.

47. Additional Listing Broker Compensation:

48. Unrepresented Buyer:  Owner agrees to pay Listing Broker additional compensation of \_\_\_\_\_% of the full  
49. purchase price OR \$\_\_\_\_\_ if the buyer of the Premises is not represented by a buyer broker.

50. Buyer Broker:  Owner authorizes Listing Broker to communicate an offer of compensation to a prospective buyer  
51. broker in the amount of \_\_\_\_\_% of the full purchase price OR \$\_\_\_\_\_ ("Offer Amount").

52. Owner's authorization includes consent for the Listing Broker to enter into an agreement with a prospective buyer  
53. broker to compensate the broker if they represent the buyer of the Premises. In such circumstances, Owner shall  
54. provide Listing Broker the funds necessary to pay the agreed upon buyer broker compensation, not to exceed the  
55. Offer Amount. Owner shall also pay Listing Broker the Offer Amount as additional compensation if any agent of Listing  
56. Broker represents the buyer of the Premises.

57. Owner acknowledges that buyer broker represents the interest of the buyer(s), and not the interest of Owner, in a  
58. transaction unless the agent(s) of Listing Broker represent both Owner and buyer under Limited Representation as  
59. described in Section 6. Owner also acknowledges that the buyer broker may credit part, or all, of their compensation  
60. to the buyer.

61.  Rental: \_\_\_\_\_% of the gross rental amount as calculated for the entire term of the initial lease, OR \$\_\_\_\_\_,  
62. upon execution of lease agreement.

63. Additional Listing Broker Compensation:

64. Unrepresented Tenant:  Owner agrees to pay Listing Broker additional compensation of \_\_\_\_\_% of the  
65. gross rental amount as calculated for the entire term of the initial lease OR \$\_\_\_\_\_ if the tenant of the Premises  
66. is not represented by a tenant broker.

67. Tenant Broker:  Owner authorizes Listing Broker to communicate an offer of compensation to a prospective tenant  
68. broker in the amount of \_\_\_\_\_% of the gross rental amount as calculated for the entire term of the initial lease  
69. OR \$\_\_\_\_\_ ("Offer Amount").

70. Owner's authorization includes consent for the Listing Broker to enter into an agreement with a prospective tenant broker  
71. to compensate the broker if they represent a tenant who leases the Premises. In such circumstances, Owner shall provide  
72. Listing Broker the funds necessary to pay the agreed upon tenant broker compensation, not to exceed the Offer Amount.  
73. Owner shall also pay Listing Broker the Offer Amount as additional compensation if any agent of Listing Broker represents  
74. the tenant who leases the Premises.

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Initials>

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| OWNER | OWNER |

75. Owner acknowledges that tenant broker represents the interest of the tenant(s), and not the interest of Owner, in a transaction  
76. unless the agent(s) of Listing Broker represent both Owner and tenant under Limited Representation as described in Section  
77. 6. Owner also acknowledges that tenant broker may credit part, or all, of their compensation to the tenant.

78. **Rental Renewal or Extension:** Regardless of whether this Agreement has expired, Owner agrees to pay Listing Broker  
79. compensation of \_\_\_\_\_% of the gross rental amount **OR** \$\_\_\_\_\_ within (five) 5-days of rental renewal or  
80. extension.

81. **Purchase by Tenant:** If during the terms of any rental of the Premises, including any renewals or holdovers, or within  
82. days after the rental's termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the  
83. sale compensation described in Section 4 shall be deemed earned by and payable to Listing Broker.

84. **Broker (dispute):** In the event a dispute arises between Listing Broker and any other broker(s) regarding payment of  
85. compensation, Owner shall not revoke or seek to amend compensation previously offered. Any compensation dispute  
86. between Brokers shall be resolved after the close of escrow in accordance with the REALTORS® Dispute Resolution  
87. System, or as otherwise agreed.

88. **Withdrawn/Cancelled Listings:** The same amount of sale or rental compensation shall be due and payable to Listing  
89. Broker if, without the consent of Listing Broker, the Premises is withdrawn from this Agreement, otherwise withdrawn  
90. from sale or rental, or is rented, transferred, or conveyed by Owner through any other broker or otherwise.

91. **Payment from Escrow or Rent:** Owner instructs the escrow company, if any, to pay all such compensation to Listing  
92. Broker by check, wire transfer, or certified funds as a condition to closing or upon cancellation of the escrow, and  
93. irrevocably assigns to Listing Broker, to the extent necessary, money payable to Owner at the closing or cancellation  
94. of escrow. Listing Broker is authorized to deduct compensation owed to Listing Broker from any rent or other monies  
95. received by Listing Broker on Owner's behalf.

96. **After Expiration:** After the expiration of this Agreement, the same compensation, as appropriate, shall be payable  
97. if a sale or rental is made by Owner to any person to whom the Premises has been shown or with whom Owner or  
98. any broker has negotiated concerning the Premises during the term of this Agreement: (i) within \_\_\_\_\_ days after the  
99. expiration of this Agreement, unless the Premises has been listed on an exclusive basis with another broker; (ii) during  
100. the pendency, including the closing, of any purchase contract or escrow relating to the Premises that was executed or  
101. opened during the term of this Agreement; or (iii) as contemplated by Section 4.

102. **Failure to Complete:** If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner,  
103. the entire sale or rental compensation, as appropriate, shall be paid to Listing Broker by Owner. If any earnest deposit is  
104. forfeited for any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or  
105. the full amount of the compensation.

106. **Construction:** To the maximum extent permitted by applicable law, this Agreement shall be construed as limiting  
107. applicable provisions of law relating to when compensation is earned or payable. In the event of any express  
108. disagreement between any provision of this Agreement and the requirements of applicable law, the applicable provision of  
109. this Agreement shall be deemed as modified to the minimum extent necessary to ensure compliance with applicable law.

## 5. FIXTURES & PERSONAL PROPERTY

110. **Fixtures and Personal Property:** For purposes of this Agreement, fixtures shall mean property attached/affixed to the  
111. Premises. Owner agrees that all existing: fixtures on the Premises, personal property specified herein, and means to  
112. operate fixtures and property (i.e., remote controls) shall convey in this sale or rental. Including the following:

- 113. • built-in appliances, ceiling fans and
- 114. remotes
- 115. • central vacuum, hose, and attachments
- 116. • draperies and other window coverings
- 117. • fireplace equipment (affixed)
- 118. • floor coverings (affixed)
- 119. • free-standing range/oven
- 120. • garage door openers and remotes
- 121. • light fixtures
- 122. • mailbox
- media antennas/satellite dishes (affixed)
- outdoor fountains and lighting
- outdoor landscaping (i.e., shrubbery, trees and unpotted plants)
- shutters and awnings
- smart home devices, access to which shall be transferred (i.e., video doorbell, automated thermostat)
- speakers (flush-mounted)
- storage sheds
- storm windows and doors
- stoves: gas-log, pellet, wood-burning
- timers (affixed)
- towel, curtain and drapery rods
- wall mounted TV brackets and hardware (excluding TVs)
- water-misting systems
- window and door screens, sun shades

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123. If owned by Owner, the following items also are included in this sale or rental:

- 124. • affixed alternate power systems serving the Premises
- 125. (i.e., solar)
- 126. • in-ground pool and spa/hot tub equipment and covers
- 127. (including any mechanical or other cleaning systems)
- security and/or fire systems and/or alarms
- water purification systems
- water softeners

128. **Additional Existing Personal Property Which may be Included in this Sale (if checked):**

- 129.  refrigerator(s) (description): \_\_\_\_\_
- 130.  washer(s) (description): \_\_\_\_\_
- 131.  dryer(s) (description): \_\_\_\_\_
- 132.  above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): \_\_\_\_\_
- 133. \_\_\_\_\_
- 134.  other: \_\_\_\_\_

135. Additional items of personal property which may be included in the sale or rental: \_\_\_\_\_  
136. \_\_\_\_\_

137. **Leased or Not Owned Items:** The following items are leased or not owned by Owner (if checked):

- 138.  solar system       alarm system       propane tank       water softener

- 139. Other leased or lien items not included in the sale or rental: \_\_\_\_\_
- 140. \_\_\_\_\_
- 141. \_\_\_\_\_
- 142. Fixtures not included in the sale or rental: \_\_\_\_\_
- 143. \_\_\_\_\_

## 6. AGENCY

144. **Owner Representation:** Listing Broker shall represent Owner in any resulting transaction during the term of this Agreement, except as specified in Section 4. Unless otherwise agreed, Listing Broker acts as Owner's agent only and has the duties of loyalty, obedience, disclosure, confidentiality, and accounting (Fiduciary Duties) as well as other duties imposed by the Arizona Department of Real Estate. Owner acknowledges that Listing Broker may show prospective buyers the Premises and this shall not constitute a conflict of interest.

149. **Conduct of Brokers:** Regardless of whom they represent, all brokers have the obligation to: (i) treat all parties to a transaction fairly; (ii) disclose, in writing, all facts known to the licensee that may materially and adversely affect the consideration to be paid for the Premises; and (iii) disclose that Owner or buyer(s) may be unable to perform. REALTORS® are further obligated by the National Association of REALTORS® Code of Ethics to treat all parties honestly.

154. **Limited Representation:** A limited agency may occur when Listing Broker procures a buyer(s) for the Premises. In this situation, the same real estate company may represent the Owner's interest and the buyer's interest but not to the detriment of the other party. Listing Broker can legally represent both parties with the knowledge and prior written consent of both parties.

158. **What Listing Broker Cannot Disclose to Clients Under Limited Representation:** (i) confidential information the Listing Broker may know about a client, without the client's express consent; (ii) the price or terms the Owner will take other than the Price without permission of the Owner; (iii) the price or terms the buyer(s) is willing to pay without permission of the buyer(s); (iv) a recommended or suggested price or terms the buyer(s) should offer; and (v) a recommended or suggested price or terms the Owner should counter with or accept.

163. **Competing Owners:** Owner understands that Listing Broker may have or obtain listings on other properties, and that potential buyer(s) may consider, make offers on, or purchase through Listing Broker, property the same as or similar to Owner's Premises. Owner consents to Listing Broker's representation of Owners and buyer(s) of other properties before, during, and upon expiration of this Agreement.

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## 7. BROKER AUTHORITY

167. **Listing Broker's Role:** Listing Broker is not responsible for the custody or condition of the Premises or its  
 168. management (except under separate contract), upkeep, or repair.
169. **Advertising:** Owner agrees not to advertise or market the Premises in any manner without the prior written permission of Broker.
170. **Multiple Listing Service (MLS):** Listing Broker is authorized to provide any and all information regarding the Premises to  
 171. any MLS of which Listing Broker is a participant and to publish and disseminate such information in print or electronic form  
 172. to MLS participants and the general public, including dissemination of the information through Internet Data Exchanges  
 173. (IDX) and Virtual Office Websites (VOWs). Listing Broker is authorized to report the sale or rental of the Premises and its  
 174. price, terms and financing for dissemination through the MLS to MLS participants and the general public.
175. All terms of the transaction, including sale price and financing, if applicable, (i) will be provided to the MLS(s); and  
 176. (ii) may be provided to the MLS even if the Premises is not listed with the MLS(s).
177. **Signs:** Listing Broker  IS  IS NOT allowed to place Listing Broker's "For Sale" sign or "For Rent" sign in  
 178. conjunction with any customary sign rider on the Premises, and in the event of a sale, a "Sold" or "Pending" sign, or  
 179. lease, a "Rented" sign (at Listing Broker's discretion) on the Premises. Seller acknowledges that any public marketing  
 180. of the Premises will require submission to the MLS within one business day.
181. **Photos/Video:** Owner  DOES  DOES NOT authorize Listing Broker to place photos, video images/virtual tours of  
 182. the Premises on the internet and other media, electronic and on-line media platforms. If authorized by Owner to do so,  
 183. such marketing will be performed at the sole discretion of Listing Broker. Owner is cautioned to protect items in view.
184. Owner acknowledges that once images are placed on the internet, neither Listing Broker nor Owner has control  
 185. over who can view such images and what use viewers may make of the images, or how long such images may  
 186. remain available on the internet. Owner further assigns any rights, if owned, in all images to the Listing Broker  
 187. and agrees that such images are the property of Listing Broker and that Listing Broker may use such images for  
 188. advertising, including post sale and for Listing Broker's business in the future.
189. **Lockbox/Keysafe:** Listing Broker  IS  IS NOT authorized to install a lockbox/keysafe. A lockbox/keysafe is  
 190. designed to hold a key to the Premises to permit access to the Premises by Listing Broker, cooperating brokers, MLS  
 191. participants, their authorized licensees and representatives, authorized inspectors, and prospective buyers. Listing  
 192. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft,  
 193. loss, vandalism or damage attributed to the use of a lockbox/keysafe. If Premises is rented, Owner must comply with  
 194. providing proper notice to tenant(s) pursuant to Arizona law.
195. **Offers:** Listing Broker  IS  IS NOT authorized to disclose the existence of offers, which includes the sales price  
 196. and terms of sale or rent price and terms of lease, on the Premises.
197. **Subsequent Purchase or Lease Offers:** Listing Broker acknowledges that Owner has the right to accept subsequent  
 198. offers until the close of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner  
 199. understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the  
 200. cancellation or other nullification of any contracts arising from the acceptance of earlier offers.
201. (Check if applicable)  **Accept backup offers**  **Withhold verbal offers**  **Withhold all offers** once Owner  
 202. accepts a purchase contract or lease agreement for the Premises.
203. Listing Broker will change or maintain the correct MLS Listing status in accordance with the MLS Rules and  
 204. Regulations and any associated policies.
205. **Cancellation:** Listing Broker reserves the right to cancel this Agreement unilaterally for cause, which shall include,  
 206. but is not limited to, Listing Broker's good faith belief that any service requested of Listing Broker or any action  
 207. undertaken by anyone other than Listing Broker is (or could be determined to be) in violation of any applicable law.

## 8. OWNER OBLIGATION

208. **Premises Access:** Owner shall provide access to the Premises at reasonable times and upon reasonable notice to  
 209. allow for showing the Premises to prospective buyers and cooperating brokers.

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210. **Security, Insurance, Showings, Audio and Video:** Broker(s) is not responsible for loss of or damage to personal  
211. or real property or person, whether attributable to use of a key safe/lockbox, a showing of the Premises, or otherwise.  
212. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to,  
213. and take videos and photographs of the interior of the Premises. Owner agrees to: (i) take reasonable precautions to  
214. safeguard and protect valuables that might be accessible during showings of the Premises; and (ii) obtain insurance to  
215. protect against these risks. Broker does not maintain insurance for the Owner's benefit. Persons visiting the Premises  
216. may not be aware that they could be recorded by audio or visual devices installed by Owner (such as "nanny cams"  
217. and hidden security cameras).
218. Owner is advised to post notice disclosing the existence of security devices on the Premises, if any.
219. **Adverse Information:** Owner has disclosed to Listing Broker all material latent defects and information concerning  
220. the Premises known to Owner, including all material information relating to: (i) connection to a public sewer system,  
221. septic tank or other sanitation system; (ii) the existence of any tax, judgment or other type of lien; (iii) past or present  
222. infestation by or treatment for wood-destroying pests or organisms; and (iv) past or present repair of the Premises  
223. for damage resulting from wood destroying pests or organisms. During the term of this Agreement, Owner agrees  
224. to continue disclosing to Listing Broker all additional information of the type required by the preceding sentence  
225. promptly after Owner becomes aware of any such information by updating the Seller's Property Disclosure Statement,  
226. Residential Lease Owner's Property Disclosure Statement or other written notice.
227. **Disclosures:** Owner shall provide Listing Broker with accurate information about the Premises. Owner acknowledges  
228. that Arizona law requires Owner to disclose material (important) facts about the Premises, even if Owner is not asked  
229. by the buyer(s) or a real estate agent. Owner agrees to provide the following disclosures, if applicable:
230. **1. Affidavit of Disclosure:** If the Premises is located in an unincorporated area of the county, and five (5) or fewer  
231. parcels of property other than subdivided property are being transferred, Owner shall deliver a completed Affidavit of  
232. Disclosure in the form required by law to buyer within five (5) days after purchase contract acceptance.
233. **2. Disclosure of Lead-Based Paint and Lead-Based Paint Hazards (Sale or Rental):** If the Premises structure was  
234. built before 1978, federal law requires that Owner provide the buyer or tenant with a lead-based paint disclosure form.
235. **3. Domestic Water Well Addendum Seller's Property Disclosure Statement:** If the Premises is served by a  
236. domestic water well, Owner shall deliver a completed Domestic Water Well Addendum to buyer within three (3) days  
237. of contract acceptance.
238. **4. Foreign Investment in Real Property Tax Act certificate:** The Foreign Investment in Real Property Tax Act ("FIRPTA")  
239. is applicable if Owner is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign  
240. estate ("Foreign Person"). Owner agrees to complete, sign, and deliver to Escrow Company a certificate indicating  
241. whether Owner is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of  
242. the purchase price withheld, unless an exception applies. Owner is responsible for obtaining independent legal and tax  
243. advice.
244. **5. H.O.A. Condominium / Planned Community Addendum:** If the Premises is in a residential HOA/Condominium or  
245. Planned Unit Development, Owner shall complete and return to Listing Broker page 1 of the HOA Addendum.
246. **6. Insurance Claims History:** Owner shall deliver to buyer a written five (5) year insurance claims history regarding  
247. the Premises (or a claims history for the length of time Owner has owned the Premises if less than five (5) years) from  
248. Owner's insurance company or an insurance support organization or consumer reporting agency, or if unavailable  
249. from these sources, from Owner, within five (5) days after purchase contract acceptance.
250. **7. Residential Lease Agreement (Lease):** If the Premises is to be sold while subject to a Lease, Owner shall provide a  
251. copy of the Lease to the Listing Broker.
252. **8. Residential Lease Owner's Property Disclosure Statement (RLOPDS):** The RLOPDS is designed to protect the  
253. Owner by disclosing pertinent information regarding the Premises.
254. **9. Seller's Property Disclosure Statement (SPDS):** The SPDS is designed to protect the Owner by disclosing  
255. pertinent information regarding the Premises. Owner shall complete and return the SPDS to Listing Broker.
256. **10. Solar Addendum:** If a solar photovoltaic panel system ("Solar System") has been installed on the Premises that is  
257. subject to a lease or unpaid loan, Owner shall complete and return the Solar Addendum to Listing Broker.
258. **Recommendations:** If Listing Broker recommends a builder, contractor, escrow company, title company, pest control  
259. service, appraiser, lender, home inspection company or home warranty company or any other person or entity to

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260. Owner for any purpose, such recommendations shall be independently investigated and evaluated by Owner, who  
261. hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity  
262. recommended by Listing Broker will be based solely upon such independent investigation and evaluation. Owner  
263. understands that said contractual arrangement may result in Compensation or fee to Listing Broker. Owner agrees it  
264. will not allow mechanic's liens to be recorded against the Premises during the term of this Agreement or at any time  
266. prior to close of escrow.

267. **Indemnification:** Owner hereby expressly releases, holds harmless and indemnifies Listing Broker, all Boards  
268. or Associations of REALTORS<sup>®</sup>, MLS, and all other brokers from any and all liability and responsibility regarding  
269. damage or loss arising from any misrepresentation or breach of warranty by Owner in this Agreement, any incorrect  
270. information supplied by Owner and any facts concerning the Premises not disclosed or withheld by Owner, including  
271. without limitation, any facts known to Owner relating to Adverse Information or latent defects.

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

### 9. REMEDIES

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

283. The Parties agree that any and all disputes or claims will be brought in the Parties' individual capacity, and not as  
284. a plaintiff or class member in any purported class, collective, representative, or other consolidated proceeding. The  
285. Parties hereby waive their right to commence, become a party to or remain a participant in any group, representative,  
286. class collective or hybrid class/collective action in any proceeding and the arbitrator shall not preside over any form  
287. of a group, representative or class collective proceeding.

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

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

### 10. ADDITIONAL TERMS AND CONDITIONS

292. \_\_\_\_\_  
293. \_\_\_\_\_  
294. \_\_\_\_\_  
295. \_\_\_\_\_  
296. \_\_\_\_\_  
297. \_\_\_\_\_  
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305. \_\_\_\_\_

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Initials>

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| OWNER | OWNER |

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

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

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

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

315. **Days:** All references to days shall be deemed to be calendar days unless otherwise provided.

316. **Copies and Counterparts:** This Agreement may be executed by facsimile or other electronic means and in any  
317. number of counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original  
320. Agreement.

326. **Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Agreement between  
327. Owner and Listing Broker and shall supersede any other written or oral agreements. Invalidation or unenforceability of  
328. one or more provisions of this Agreement shall not affect any other provisions of this Agreement. The failure to initial  
329. any page of this Agreement shall not affect the validity or terms of this Agreement.

330. **Acceptance:** The undersigned agree to the terms and conditions set forth herein and acknowledges receipt of a copy  
331. of this Agreement.

**11. OWNER**

332. \_\_\_\_\_  
^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DAYR ^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DAYR

333. \_\_\_\_\_  
^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME ^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME

334. \_\_\_\_\_  
^ ADDRESS ^ ADDRESS

335. \_\_\_\_\_  
^ CITY, STATE, ZIP CODE ^ CITY, STATE, ZIP CODE

336. \_\_\_\_\_  
^ TELEPHONE ^ TELEPHONE

337. \_\_\_\_\_  
^ EMAIL ^ EMAIL

**12. LISTING BROKER**

338. Agent is a member of the \_\_\_\_\_ Association/Board of REALTORS® and subscribes to the REALTOR®  
339. Code of Ethics.

340. \_\_\_\_\_  
^ AGENT'S SIGNATURE MO/DAYR ^ AGENT'S SIGNATURE MO/DAYR

341. \_\_\_\_\_  
^ AGENT'S PRINTED NAME ^ AGENT'S PRINTED NAME

342. \_\_\_\_\_  
^ PRINT FIRM NAME ^ PRINT FIRM NAME

343. \_\_\_\_\_  
^ TELEPHONE ^ TELEPHONE

344. \_\_\_\_\_  
^ EMAIL ^ EMAIL

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

|       |       |
|-------|-------|
|       |       |
| OWNER | OWNER |

SAMPLE REAL ESTATE FORMS

**RESIDENTIAL RESALE REAL ESTATE  
PURCHASE CONTRACT**



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



# ATTENTION BUYER!

*You are entering into a legally binding agreement.*

- 1. **Read the entire contract before you sign it.**
- 2. **Review the Residential Seller's Property Disclosure Statement (See Section 4a).**
  - This information comes directly from the Seller.
  - Investigate any blank spaces, unclear answers or any other information that is important to you.
- 3. **Review the Inspection Paragraph (see Section 6a).**

If important to you, hire a qualified:

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

Verify square footage (see Section 6b)

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

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

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

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

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

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

### **WARNING: \*WIRE TRANSFER FRAUD\***

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





# RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated:  
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. PROPERTY

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

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

## 2. FINANCING

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

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| SELLER | SELLER |

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| BUYER | BUYER |

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

**3. TITLE AND ESCROW**

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

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

**4. DISCLOSURE**

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

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

**5. WARRANTIES**

- 5a. 191. **Condition of Premises: BUYER AND SELLER AGREE THE PREMISES ARE BEING SOLD IN ITS PRESENT PHYSICAL**  
 192. **CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE.** Seller makes no warranty to Buyer, either express or implied,  
 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.
- 5c. 207. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect  
 208. Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Premises or COE,  
 209. Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Premises.  
 210. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except disclosed as follows:**  
 211. \_\_\_\_\_  
 212. \_\_\_\_\_

**6. DUE DILIGENCE**

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

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

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| SELLER | SELLER |  |            | BUYER | BUYER |



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

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

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

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

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

**7. REMEDIES**

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

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

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

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

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

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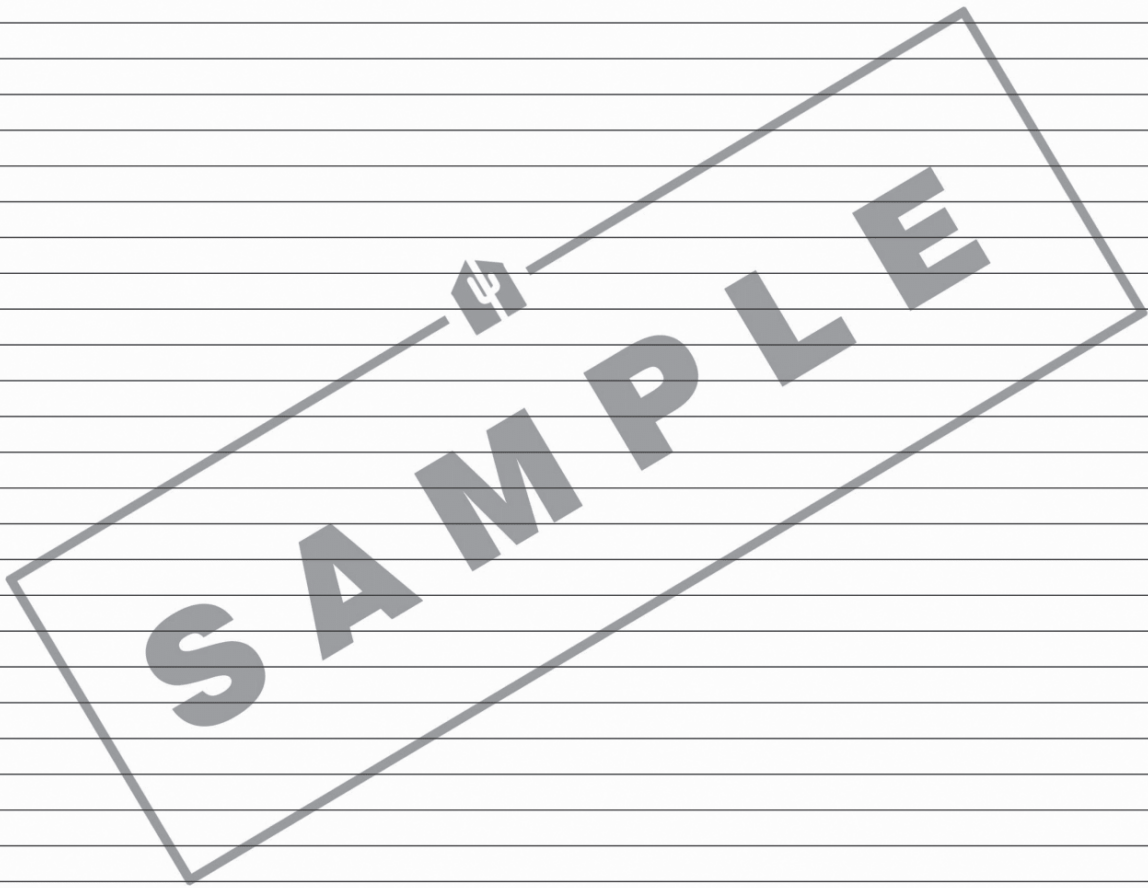
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### 8. ADDITIONAL TERMS AND CONDITIONS

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SAMPLE REAL ESTATE FORMS

# **HOA** ADDENDUM

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

Document updated:  
October 2021



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



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

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

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

### ASSOCIATION(S) GOVERNING THE PREMISES

|     |   |   |
|-----|---|---|
| 7.  | H.O.A.: _____   | Contact Info: _____   |
| 8.  | Management Company (if any): _____                                | Contact Info: _____   |
| 9.  | Amount of Dues: \$ _____ How often? _____                         |   |
| 10. | Amount of special assessments (if any): \$ _____ How often? _____ | Start Date: _____ End Date: _____<br><small>MO/DA/YR MO/DA/YR</small> |

|     |   |   |
|-----|---|---|
| 11. | Master Association (if any): _____                                | Contact Info: _____   |
| 12. | Management Company (if any): _____                                | Contact Info: _____   |
| 13. | Amount of Dues: \$ _____ How often? _____                         |   |
| 14. | Amount of special assessments (if any): \$ _____ How often? _____ | Start Date: _____ End Date: _____<br><small>MO/DA/YR MO/DA/YR</small> |

|     |   |                     |
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| 15. | Other: _____                              | Contact Info: _____ |
| 16. | Amount of Dues: \$ _____ How often? _____ |                     |

### FEES PAYABLE UPON CLOSE OF ESCROW

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

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## ADDITIONAL OBLIGATIONS

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

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

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

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## BUYER'S ACKNOWLEDGMENT AND TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

96. **SELLER'S ACCEPTANCE:**

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

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

**For Broker Use Only:**

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

SAMPLE REAL ESTATE FORMS

# **SOLAR** ADDENDUM

# SOLAR ADDENDUM

Document updated:  
February 2022



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

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

## 9. INSTRUCTIONS:

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

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

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

### 23. Solar System Lease/Loan

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

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## Solar Addendum >>

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

### 3. Additional Terms and Conditions

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

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**Solar Addendum**

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

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

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

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

94. ^ BUYER’S SIGNATURE \_\_\_\_\_ MO/DA/YR ^ BUYER’S SIGNATURE \_\_\_\_\_ MO/DA/YR

95. ^ SELLER’S SIGNATURE \_\_\_\_\_ MO/DA/YR ^ SELLER’S SIGNATURE \_\_\_\_\_ MO/DA/YR



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

SAMPLE REAL ESTATE FORMS

# **ADDITIONAL CLAUSE** ADDENDUM



# ADDITIONAL CLAUSE ADDENDUM

Document updated:  
July 2023



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



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

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

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

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

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

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

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

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

28.  **NON-REFUNDABLE EARNEST MONEY:** Buyer's earnest money shall be non-refundable unless Buyer elects to cancel pursuant to Section 6 of the Contract, the Contract is cancelled pursuant to the Risk of Loss provision or escrow fails to close due to Seller's breach of contract. Buyer acknowledges that Buyer's earnest money shall be non-refundable even if the Premises fail to appraise for the sales price or the loan contingency is unfulfilled, unless otherwise prohibited by federal law.

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

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34.  **APPRAISAL CONTINGENCY WAIVER:** Buyer agrees to waive the appraisal contingency pursuant to Section 2 of  
35. the Contract. In the event that the Premises fail to appraise for at least the sales price, Buyer agrees that Buyer's down  
36. payment shall be increased in an amount equal to the difference between the appraised value and the purchase price,  
37. unless otherwise prohibited by federal law.

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

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

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

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

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

55.  **WHOLESALE STATUS DISCLOSURE:** Arizona law requires that wholesalers disclose in writing their  
56. wholesale status prior to entering into a binding agreement. Wholesaler is disclosing their status  
57. as follows:

58.  Wholesale Buyer: Seller is aware that Buyer is a wholesale buyer who may assign the contract to another person  
59. or entity.  
60.  Wholesale Seller: Buyer is aware that Seller is a wholesale seller who holds an equitable interest in the property  
61. and may not be able to convey title to the property.

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

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

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

**Additional Clause Addendum >>**

70.  **SURVEY:** A survey shall be performed by a licensed surveyor within \_\_\_\_\_ days after Contract acceptance.
71. Cost of the survey shall be paid by  Buyer  Seller  Other: \_\_\_\_\_.
72. The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona Land Boundary Survey Minimum Standards."
- 73.
74. Survey instructions are:  A boundary survey and survey plat showing the corners either verified or monumentation.
75.  A survey certified by a licensed surveyor, acceptable to Buyer and the Title
76. Company, in sufficient detail for an American Land Title Association ("ALTA")
77. Owner's Policy of Title Insurance with boundary, encroachment or survey exceptions
78. and showing all improvements, utility lines and easements on the Property or within
79. five (5) feet thereof.
80.  Other survey terms: \_\_\_\_\_
81. \_\_\_\_\_

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

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

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

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

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

93. hereof.

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

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

|                              |                          |                         |                                       |
|------------------------------|--------------------------|-------------------------|---------------------------------------|
| <b>For Broker Use Only:</b>  |                          |                         |                                       |
| Brokerage File/Log No. _____ | Manager's Initials _____ | Broker's Initials _____ | Date _____<br><small>MO/DA/YR</small> |



SAMPLE REAL ESTATE FORMS

**SPDS**

# RESIDENTIAL SELLER DISCLOSURE ADVISORY

Document updated:  
February 2023



## WHEN IN DOUBT – DISCLOSE!



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

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



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

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

Note: These disclosures are warranties that survive closing.

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

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

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

Document updated:  
February 2023



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



## **MESSAGE TO THE SELLER:**

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

**INSTRUCTIONS:** (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the explanation lines to explain. *By signing on page 9, you acknowledge that the failure to disclose known material information about the Property may result in liability.*

## **MESSAGE TO THE BUYER:**

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

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

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

## **PROPERTY AND OWNERSHIP**

- As used herein, "Property" shall mean the real property and all fixtures and improvements thereon and appurtenances incidental thereto, plus fixtures and personal property described in the Contract.

- LEGAL OWNER(S) OF PROPERTY:** \_\_\_\_\_
- \_\_\_\_\_ Date Acquired: \_\_\_\_\_

- PROPERTY ADDRESS:** \_\_\_\_\_  
(STREET ADDRESS) (CITY) (STATE) (ZIP)

- Does the Property include any leased land?  Yes  No

- Explain: \_\_\_\_\_

- NOTICE TO SELLER: Arizona law imposes certain requirements on the sale or lease of subdivided and unsubdivided land or lots. If a sale involves six or more parcels, lots, or fractional interests being sold, certain requirements are imposed on the Seller for a Subdivision Public Report. Information may be obtained by contacting the Arizona Department of Real Estate. A.R.S. 32-2101 (57) and (58).**

- Are you aware if the Property is located in an unincorporated area of the county?  Yes  No If yes, and five or fewer parcels of land other than subdivided land are being transferred, the Seller must furnish the Buyer with a written Affidavit of Disclosure in the form required by law.

- The Property is currently (Check all that apply):  Owner-occupied  Rental/Leased  Estate  Vacant If vacant, how long? \_\_\_\_\_

- Other: \_\_\_\_\_ Explain: \_\_\_\_\_

- If a rental property, how long? \_\_\_\_\_ Expiration date of current lease: \_\_\_\_\_ (Attach a copy of the lease if available.)

- If any refundable deposits or prepaid rents are being held, by whom and how much? Explain: \_\_\_\_\_

- \_\_\_\_\_

- Are you aware of any regulations surrounding length of time for rentals?  Yes  No Explain: \_\_\_\_\_

- \_\_\_\_\_

- Is the legal owner(s) of the Property a foreign person pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA)?

- Yes  No If yes, consult a tax advisor; mandatory withholding may apply.

- Is the Property located in a community defined as an age restricted community?  Yes  No

- Explain: \_\_\_\_\_

- Approximate year built: \_\_\_\_\_. If the Property was built prior to 1978, Seller must furnish the Buyer with a lead-based paint disclosure form.

- Are you aware if the Property is designated as a historic home or located in a historic district? (A.A.C. R12-8-301)  Yes  No

Initials >

|       |       |
|-------|-------|
|       |       |
| BUYER | BUYER |

>>



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

26. **NOTICE TO BUYER: If the Property is in a subdivision, a subdivision public report, which contains a variety of**  
 27. **information about the subdivision at the time the subdivision was approved, may be available by contacting the Arizona**  
 28. **Department of Real Estate or the homebuilder. The public report information may be outdated. www.azre.gov**

**YES NO**

29.   Have you entered into any agreement to transfer your interest in the Property in any way, including rental renewals  
 30. or options to purchase? Explain: \_\_\_\_\_
31.   Are you aware if there are any association(s) regulating the Property? If yes,  Mandatory  Voluntary **(If no, skip to line 40.)**  
 32. If yes, provide contact(s) information: Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 33. Name: \_\_\_\_\_ Phone #: \_\_\_\_\_
34.   If yes, are there any fees? How much? \$ \_\_\_\_\_ How often? \_\_\_\_\_  
 35. How much? \$ \_\_\_\_\_ How often? \_\_\_\_\_
36.   Are you aware if the Property has any association(s) notices of potential violation(s) or unresolved violation(s)?  
 37. Explain: \_\_\_\_\_
38.   Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?  
 39. Explain: \_\_\_\_\_
40.   Are you aware of any of the following recorded against the Property? (Check all that apply):  
 41.  Judgment liens  Tax liens  Notice of Default  Other non-consensual liens  
 42. Explain: \_\_\_\_\_
43.   Are you aware of any assessments affecting the Property? (Check all that apply):  
 44.  Paving  Sewer  Water  Electric  Other  
 45. Explain: \_\_\_\_\_
46.   Are you aware of any of the following title issues affecting the Property? (Check all that apply):  
 47.  Recorded easements  Use restrictions  Lot line disputes  Encroachments  Variance(s)  
 48.  Unrecorded easements  Use permits  Other \_\_\_\_\_  
 49. Explain: \_\_\_\_\_
50.   Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)? **(If no, skip to line 54.)**  
 51. If yes, provide the name of the CFD: \_\_\_\_\_
52.   If yes, are there any fees? How much? \$ \_\_\_\_\_ How often? \_\_\_\_\_  
 53. The CFD fees are  Included in the Property Taxes  Paid Separately
54.   Are you aware of any public or private use paths or roadways on or across the Property? Explain: \_\_\_\_\_  
 55. \_\_\_\_\_
56.   Are you aware of any problems with legal or physical access to the Property? Explain: \_\_\_\_\_  
 57. \_\_\_\_\_
58. The road/street access to the Property is maintained by the  County  City  Homeowners' Association  
 59.  Privately  Not Maintained
60.   If privately maintained, is there a road maintenance agreement? (Attach agreement if available.)  
 61. Explain: \_\_\_\_\_
62.   Are you aware of any notices of potential violation(s) or unresolved violation(s) of any of the following? (Check all that apply):  
 63.  Zoning  Building Codes  Utility Service  Sanitary health regulations  Municipal Ordinances  
 64.  Covenants, Conditions, Restrictions (CC&R's)  Other \_\_\_\_\_ (Attach a copy of notice(s) if available.)  
 65. Explain: \_\_\_\_\_

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

69.   Are you aware of any homeowner's insurance claims having been filed against the Property?  
70. Explain: \_\_\_\_\_

**BUILDING AND SAFETY INFORMATION**

YES NO

71. **ROOF / STRUCTURAL:**

72. **NOTICE TO BUYER: Contact a professional to verify the condition of the roof.**

73. Approximate age of roof? \_\_\_\_\_

74.   Are you aware of any past or present roof leaks? Explain: \_\_\_\_\_

75. \_\_\_\_\_

76.   Are you aware of any other past or present roof problems? Explain: \_\_\_\_\_

77. \_\_\_\_\_

78.   Are you aware of any roof repairs? Explain: \_\_\_\_\_

79. \_\_\_\_\_

80.   Is there a roof warranty? (Attach a copy of warranty if available.)

81.   If yes, is the roof warranty transferable? Cost to transfer: \_\_\_\_\_

82.   Are you aware of any interior wall/ceiling/door/window/floor problems? Explain: \_\_\_\_\_

83. \_\_\_\_\_

84.   Are you aware of any past or present cracks or settling involving the foundation, exterior walls or slab? Explain: \_\_\_\_\_

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

86.   Are you aware of any chimney or fireplace problems, if applicable? Explain: \_\_\_\_\_

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

88.   Are you aware of any damage to any structure on the Property by any of the following? (Check all that apply):

89.  Flood  Fire  Wind  Expansive soil(s)  Water  Hail  Other \_\_\_\_\_

90. Explain: \_\_\_\_\_

91. **WOOD INFESTATION:**

92. **NOTICE TO BUYER: Contact Office of Pest Management for past termite reports or treatment history on file.**  
93. **<https://agriculture.az.gov>**

94. Are you aware of any of the following:

95.   Past presence of termites or other wood destroying organisms on the Property?

96.   Current presence of termites or other wood destroying organisms on the Property?

97.   Past or present damage to the Property by termites or other wood destroying organisms?

98. Explain: \_\_\_\_\_

99. \_\_\_\_\_

100.   Are you aware of past or present treatment(s) of the Property for termites or other wood destroying organisms? (If no, skip to line 105.)

101. If yes, date last treatment was performed: \_\_\_\_\_

102. Name of treatment provider(s): \_\_\_\_\_

103.   Is there a treatment warranty? (Attach a copy of warranty if available.)

104.   If yes, is the treatment warranty transferable? Cost to transfer: \_\_\_\_\_

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

**YES NO**

105. **HEATING & COOLING:**

106. Heating: Type(s) \_\_\_\_\_

107. Approximate Age(s) \_\_\_\_\_

108. Cooling: Type(s) \_\_\_\_\_

109. Approximate Age(s) \_\_\_\_\_

110.   Are you aware of any past or present problems with the heating or cooling system(s)?

111. Explain: \_\_\_\_\_

112. **PLUMBING:**

113.   Are you aware of the type of water pipes, such as galvanized, copper, PVC, CPVC, PEX or polybutylene?

114. If yes, identify: \_\_\_\_\_

115.   Are you aware of any past or present plumbing problems? Explain: \_\_\_\_\_

116. \_\_\_\_\_

117.   Are you aware of any water pressure problems? Explain: \_\_\_\_\_

118. Type of water heater(s):  Gas  Electric  Solar  Tankless Approx. Age(s): \_\_\_\_\_

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

120. \_\_\_\_\_

121.   Is there a landscape watering system? If yes, type:  Automatic Timer  Manual  Both

122.   If yes, are you aware of any past or present problems with the landscape watering system?

123. Explain: \_\_\_\_\_

124.   Are there any water treatment systems? (Check all that apply):

125.  Water Filtration  Reverse Osmosis  Water Softener  Other \_\_\_\_\_

126. Is water treatment system(s)  Owned  Leased (Attach a copy of lease if available.)

127.   Are you aware of any past or present problems with the water treatment system(s)?

128. Explain: \_\_\_\_\_

129. **SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:**

130.   Does the Property contain any of the following? (Check all that apply):

131.  Swimming pool  Spa  Hot tub  Sauna  Water feature

132.   If yes, are either of the following heated?  Swimming pool  Spa If yes, type of heat: \_\_\_\_\_

133.   Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?

134. Explain: \_\_\_\_\_

135.   Are you aware if a swimming pool was:  Removed  Capped/decked over  Filled

136. Explain: \_\_\_\_\_

137.   Do you lease any pool equipment? Explain: \_\_\_\_\_

138. \_\_\_\_\_

139. **ELECTRICAL AND OTHER RELATED SYSTEMS:**

140.   Are you aware of the type of wiring? (Check all that apply):  Copper  Aluminum  Other \_\_\_\_\_

141.   Are you aware of any past or present problems with the electrical system? Explain: \_\_\_\_\_

142. \_\_\_\_\_

143.   Is there a charging station for an electric vehicle? If yes,  Owned  Leased (Attach a copy of lease if available.)

144. Is there a security system? If yes, is it (Check all that apply):

145.  Owned  Leased (Attach a copy of lease if available.)  Monitored  Other \_\_\_\_\_

146.   Are you aware of any past or present problems with the security system? Explain: \_\_\_\_\_

147. \_\_\_\_\_

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| BUYER | BUYER |



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

**YES NO**

148.   Does the Property contain any of the following systems or detectors? (Check all that apply):  
 149.  Smoke/fire detection  Fire suppression (sprinklers)  Carbon monoxide detector  
 150.   If yes, are you aware of any past or present problems with the above systems? Explain: \_\_\_\_\_  
 151. \_\_\_\_\_

**MISCELLANEOUS:**

152.   Are you aware of any animals/pets that have resided in the Property? If yes, what kind: \_\_\_\_\_  
 153. \_\_\_\_\_  
 154. \_\_\_\_\_  
 155.   Are you aware of or have you observed any of the following anywhere on the Property? (Check all that apply):  
 156.  Scorpions  Rabid animals  Bee swarms  Rodents  Reptiles  Bed Bugs  Other \_\_\_\_\_  
 157. Explain: \_\_\_\_\_  
 158.   Has the Property been serviced or treated for pests, reptiles, insects, birds or animals? If yes, how often: \_\_\_\_\_  
 159. Name of service provider(s): \_\_\_\_\_ Date of last service: \_\_\_\_\_

**NOTICE TO SELLER AND BUYER: 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. (A.R.S. § 32-1121)**

169.   Are you aware of any work performed on the Property, such as building, plumbing, electrical or other improvements or alterations or room conversions? (If no, skip to line 186.)  
 170. \_\_\_\_\_  
 171.   Are you aware if permits for the work were obtained? Explain: \_\_\_\_\_  
 172.   Was the work performed by a person licensed to perform the work? Explain: \_\_\_\_\_  
 173.   Was approval for the work required by any association governing the Property? Explain: \_\_\_\_\_  
 174.   If yes, was approval granted by the association? Explain: \_\_\_\_\_  
 175.   Was the work completed? Explain: \_\_\_\_\_

176. List the names and license numbers of all contractors and scope of work that has been performed on the Property in the past year:

| Contractor Name | License Number | Scope of Work |
|-----------------|----------------|---------------|
| 177. _____      | _____          | _____         |
| 178. _____      | _____          | _____         |
| 179. _____      | _____          | _____         |
| 180. _____      | _____          | _____         |
| 181. _____      | _____          | _____         |
| 182. _____      | _____          | _____         |

183. Explain: \_\_\_\_\_  
 184. \_\_\_\_\_  
 185. \_\_\_\_\_

186.   Are there any security bars or other obstructions to door or window openings? Explain: \_\_\_\_\_  
 187. If there are security bars, are quick releases installed in the bedrooms? Explain: \_\_\_\_\_  
 188.   Are you aware of any past or present problems with any built-in appliances? Explain: \_\_\_\_\_  
 189. \_\_\_\_\_

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## UTILITIES/SERVICES

190. DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?

| YES  | NO                       | NAME OF PROVIDER   |
|------|--------------------------|--|
| 191. | <input type="checkbox"/> | <input type="checkbox"/> Cable / Satellite: _____  |
| 192. | <input type="checkbox"/> | <input type="checkbox"/> Electricity: _____  |
| 193. | <input type="checkbox"/> | <input type="checkbox"/> Fire: _____   |
| 194. |                          | <input type="checkbox"/> Public <input type="checkbox"/> Private   |
| 195. | <input type="checkbox"/> | <input type="checkbox"/> Flood Irrigation: _____   |
| 196. | <input type="checkbox"/> | <input type="checkbox"/> Fuel: <input type="checkbox"/> Natural gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil _____                    |
| 197. |                          | If propane tank, <input type="checkbox"/> Owned <input type="checkbox"/> Leased (Attach a copy of lease if available.)                                     |
| 198. | <input type="checkbox"/> | <input type="checkbox"/> Garbage Collection: _____   |
| 199. |                          | <input type="checkbox"/> Public <input type="checkbox"/> Private   |
| 200. | <input type="checkbox"/> | <input type="checkbox"/> Internet: _____   |
| 201. | <input type="checkbox"/> | <input type="checkbox"/> Telephone: _____  |
| 202. | <input type="checkbox"/> | <input type="checkbox"/> Water Source: _____   |
| 203. |                          | <input type="checkbox"/> Public <input type="checkbox"/> Private water co. <input type="checkbox"/> Hauled water _____                                     |
| 204. |                          | <input type="checkbox"/> Private well <input type="checkbox"/> Shared well If water source is a private or shared well, complete and attach Domestic Water |
| 205. |                          | Well/Water Use Addendum.   |

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

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

210. \_\_\_\_\_

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

212.  Cluster Mailbox, Box Number \_\_\_\_\_ Location \_\_\_\_\_

213.   Are there any alternate power systems serving the Property? (If no, skip to line 224.)

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

215.  Solar  Wind  Generator  Other \_\_\_\_\_

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

217. \_\_\_\_\_

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

219. \_\_\_\_\_

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

221. \_\_\_\_\_

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

## SEWER/WASTEWATER TREATMENT

| YES  | NO                       |  |
|------|--------------------------|--|
| 224. | <input type="checkbox"/> | <input type="checkbox"/> Is the entire Property connected to a sewer?  |
| 225. | <input type="checkbox"/> | <input type="checkbox"/> If no, is a portion of the Property connected to a sewer? Explain: _____  |
| 226. |                          | _____  |
| 227. | <input type="checkbox"/> | <input type="checkbox"/> If the entire Property or a portion of the Property is connected to a sewer, are you aware if a professional verified the |
| 228. |                          | sewer connection? If yes, how and when: _____  |
| 229. | <input type="checkbox"/> | <input type="checkbox"/> Is there a lift pump? Explain: _____  |

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

231. **YES NO**  
 Type of sewer:  Public  Private  Planned and approved sewer system, but not connected

232. Name of Provider: \_\_\_\_\_

233.   Are you aware of any past or present problems with the sewer? Explain: \_\_\_\_\_

234.   Is the Property served by a septic/On-Site Wastewater Treatment Facility? **(If no, skip to line 250.)**

235. If yes, the Facility is:  Conventional septic system  Alternative system; type: \_\_\_\_\_

236. Number of Facilities: \_\_\_\_\_

237.   If the Facility is an alternative system, is it currently being serviced under a maintenance contract?

238. If yes, name of contractor: \_\_\_\_\_ Phone #: \_\_\_\_\_

239. Approximate year Facility was installed: \_\_\_\_\_ (Attach copy of permit if available.)

240.   Are you aware of any repairs or alterations made to this Facility since original installation?

241. Explain: \_\_\_\_\_

242. \_\_\_\_\_

243. Approximate date of last Facility inspection and/or pumping of septic tank: \_\_\_\_\_

244.   Are you aware of any past or present problems with the Facility? Explain: \_\_\_\_\_

245. \_\_\_\_\_

246.   Are you aware if a Facility was:  Abandoned  Capped  Removed

247. Explain: \_\_\_\_\_

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

249. \_\_\_\_\_

**ENVIRONMENTAL INFORMATION**

**YES NO**

250.   Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):

251.  Soil settlement/expansion  Drainage/grade  Erosion  Fissures  Dampness/moisture  Other

252. Explain: \_\_\_\_\_

253.   Are you aware of any past or present issues or problems in close proximity to the Property related to any of the following? (Check all that apply):

254.  Soil settlement/expansion  Drainage/grade  Erosion  Fissures  Other \_\_\_\_\_

255. Explain: \_\_\_\_\_

256. \_\_\_\_\_

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

258. \_\_\_\_\_

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

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

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

262. Explain: \_\_\_\_\_

263.   Are you aware if any portion of the Property has ever been used as a "Clandestine drug laboratory" (manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy or LSD)?

264. \_\_\_\_\_

265.   Are you aware if the Property is located in the vicinity of a public or private airport?

266. Explain: \_\_\_\_\_



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

YES NO

267.  
268.  
269.  
270.  
271.

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

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- Is the Property located in the vicinity of a military airport or ancillary military facility?  
Explain: \_\_\_\_\_
- Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):  
 Asbestos  Radon gas  Lead-based paint  Pesticides  Underground storage tanks  Fuel/chemical storage  
Explain: \_\_\_\_\_
- Are you aware if the Property is located within or subject to any of the following ordinances? (Check all that apply):  
 Superfund / WQARF / CERCLA  Wetlands area  Natural Area Open Spaces
- Are you aware of any open mine shafts/tunnels or abandoned wells on the Property?  
If yes, describe location: \_\_\_\_\_
- Are you aware if any portion of the Property is in a flood plain/way? Explain: \_\_\_\_\_
- Are you aware of any portion of the Property ever having been flooded? Explain: \_\_\_\_\_
- Are you aware of any water damage or water leaks of any kind on the Property? Explain: \_\_\_\_\_
- Are you aware of any past or present mold growth on the Property? Explain: \_\_\_\_\_

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

**OTHER CONDITIONS AND FACTORS**

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

**ADDITIONAL EXPLANATIONS**

306. \_\_\_\_\_  
307. \_\_\_\_\_  
308. \_\_\_\_\_

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

309. \_\_\_\_\_  
310. \_\_\_\_\_  
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312. \_\_\_\_\_  
313. \_\_\_\_\_

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

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

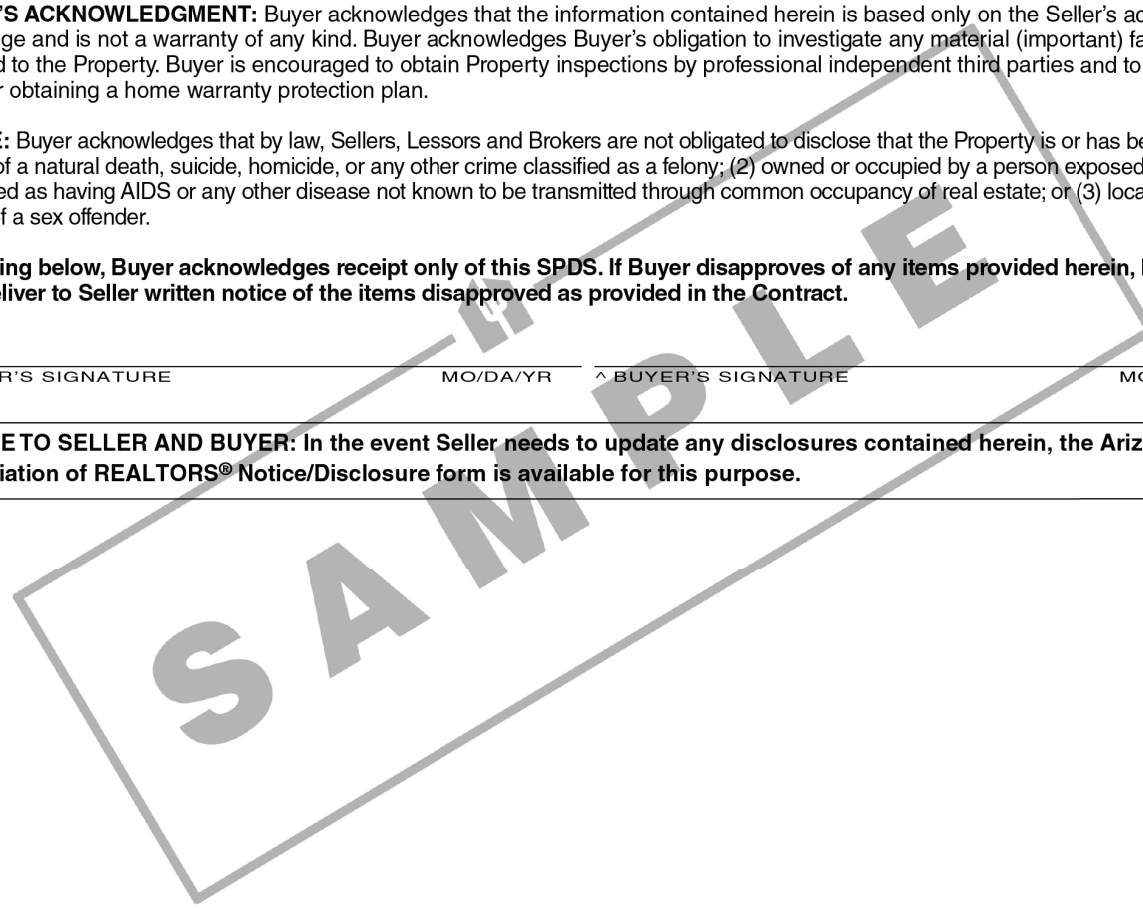
320. **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that the information contained herein is based only on the Seller's actual  
321. knowledge and is not a warranty of any kind. Buyer acknowledges Buyer's obligation to investigate any material (important) facts  
322. in regard to the Property. Buyer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

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

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

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

332. **NOTICE TO SELLER AND BUYER: In the event Seller needs to update any disclosures contained herein, the Arizona**  
333. **Association of REALTORS® Notice/Disclosure form is available for this purpose.**



SAMPLE REAL ESTATE FORMS

**BINSR**











SAMPLE REAL ESTATE FORMS

**COMPENSATION AGREEMENT**  
**BETWEEN BROKERS**

# COMPENSATION AGREEMENT BETWEEN BROKERS

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.



## 1. PARTIES

1. **BUYER/TENANT BROKER:** \_\_\_\_\_ (“Buyer Broker”) acting through  
FIRM NAME
2. \_\_\_\_\_, represents \_\_\_\_\_ as a  
AGENT’S NAME BUYER/TENANT NAME
3. potential buyer or tenant of the Premises as defined below (“Buyer”).
4. **SELLER/LANDLORD BROKER:** \_\_\_\_\_ (“Seller Broker”) acting through  
FIRM NAME
5. \_\_\_\_\_  
AGENT’S NAME

## 2. PREMISES

6. **Premises:** The real property located at (the “Premises”) \_\_\_\_\_
7. Address: \_\_\_\_\_ Assessor’s #: \_\_\_\_\_
8. City: \_\_\_\_\_ County: \_\_\_\_\_ AZ, Zip Code: \_\_\_\_\_

## 3. COMPENSATION

9. **Terms and Conditions:** This Agreement shall become effective when fully signed. This Agreement is contingent upon: 1) the fully signed Agreement being delivered prior to, or with, an offer made by Buyer to purchase or lease the Premises; 2) Buyer and Seller entering into a purchase contract or lease for the Premises within ten (10) days or \_\_\_\_\_ days of Seller Broker signing this Agreement; and, if applicable, 3) Buyer closing escrow to purchase the Premises pursuant to that purchase contract.
13. **Buyer Broker Compensation:** Seller Broker agrees to compensate Buyer Broker in accordance with the terms and conditions below.
14. **(CHECK ANY THAT APPLY AND FILL IN THE COMPENSATION)**
15. **Sale:**  \_\_\_\_\_ % of the full purchase price;  \$ \_\_\_\_\_; **OR**  other: \_\_\_\_\_.
16. Compensation to Buyer Broker is earned and payable when Buyer, or any entity owned or controlled by Buyer, closes escrow on a purchase or exchange of the Premises and Buyer Broker represents Buyer in such transaction as indicated on the purchase contract.
18. Any escrow or closing agent may pay Buyer Broker’s compensation from Seller Broker’s compensation at close of escrow.
19. **Lease:**  \_\_\_\_\_ % of the gross rental amount as calculated for the entire term of the initial lease **OR**  \$ \_\_\_\_\_.
20. The compensation to Buyer Broker is earned and payable when Buyer, or an entity owned or controlled by Buyer, and Seller execute a lease agreement for the Premises.
21. \_\_\_\_\_

## 4. REMEDIES

22. **Alternative Dispute Resolution:** Buyer Broker and Seller Broker agree to meditate any dispute or claim arising out of or relating to this Agreement. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration pursuant to the most recent version of the Code of Ethics and Arbitration Manual published by the National Association or REALTORS®. Judgment on the award rendered by the arbitration panel may be entered in any court of competent jurisdiction.
26. \_\_\_\_\_

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## 5. ADDITIONAL TERMS AND CONDITIONS

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27. \_\_\_\_\_
28. \_\_\_\_\_
29. \_\_\_\_\_
30. \_\_\_\_\_
31. **Assignment:** Neither Seller Broker nor Buyer Broker may assign any rights or obligations pursuant to this Agreement without the prior written consent of the other, and any attempted assignment without consent shall be void and of no effect.
32. \_\_\_\_\_
33. **Arizona Law:** This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
34. **Copies and Counterparts:** This Agreement may be executed by facsimile or other electronic means and in any number of counterparts.
35. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement.
36. **Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Agreement between the parties, shall supersede any other written or oral agreements, and can only be modified in a writing signed by the parties. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provisions of this Agreement.
37. \_\_\_\_\_
38. \_\_\_\_\_

## 6. BUYER BROKER

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39. \_\_\_\_\_  
^ AUTHORIZED SIGNATURE \_\_\_\_\_ MO/DA/YR
40. \_\_\_\_\_  
^ PRINTED NAME
41. \_\_\_\_\_  
^ FIRM NAME PRINTED
42. \_\_\_\_\_  
^ TELEPHONE
43. \_\_\_\_\_  
^ EMAIL

## 7. SELLER BROKER

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44. \_\_\_\_\_  
^ AUTHORIZED SIGNATURE \_\_\_\_\_ MO/DA/YR
45. \_\_\_\_\_  
^ PRINTED NAME
46. \_\_\_\_\_  
^ FIRM NAME PRINTED
47. \_\_\_\_\_  
^ TELEPHONE
48. \_\_\_\_\_  
^ EMAIL

|   |
|---|
| <b>For Broker Use Only:</b><br>Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____<br>MO/DA/YR |
|---|



SAMPLE REAL ESTATE FORMS

**REAL ESTATE AGENCY**  
**DISCLOSURE AND ELECTION**



**ELECTION**

40. **AGENCY ELECTION DOES NOT ESTABLISH BROKER COMPENSATION.**

41. 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 (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 informed consent should be acknowledged in a separate writing other than the purchase contract.

53. **Seller or Landlord Election** (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply):

- 55.  represent the Buyer as Buyer's Broker.
- 56.  represent the Seller as Seller's Broker.
- 57.  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.

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.**

^ PRINT NAME \_\_\_\_\_ ^ PRINT NAME \_\_\_\_\_  
^ SIGNATURE \_\_\_\_\_ MO/DA/YR ^ SIGNATURE \_\_\_\_\_ MO/DA/YR



SAMPLE REAL ESTATE FORMS

**SELLER COMPENSATION**  
**ADDENDUM**

# 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.



1. This is an addendum originated by the:  Seller  Buyer  Landlord  Tenant
2. This is an addendum to the Contract/Lease Agreement dated \_\_\_\_\_ between the following Parties:
3. Buyer/Tenant: \_\_\_\_\_ (“Buyer”)
4. Seller/Landlord: \_\_\_\_\_ (“Seller”)
5. Premises: \_\_\_\_\_
6. The following additional terms and conditions are hereby included as part of the Contract or Lease Agreement between
7. Seller and Buyer for the above referenced Premises:
8. Seller shall pay Broker representing Buyer compensation as follows:
9. **(CHECK ANY THAT APPLY AND FILL IN THE COMPENSATION)**
10.  Sale: \_\_\_\_\_% of the Full Purchase Price or \$\_\_\_\_\_ at Close of Escrow.
11.  Lease: \_\_\_\_\_% of the gross rental amount as calculated for the entire term of the initial lease or \$\_\_\_\_\_ at execution
12. of Lease Agreement.
13. This compensation is **in addition** to any Seller Concessions credited to Buyer in the Contract, if applicable.
14. **(CHECK IF APPLICABLE)**  Pursuant to a separate written agreement, Seller Broker has agreed to compensate Buyer
15. Broker in the amount of \_\_\_\_\_% of the full purchase price OR \$\_\_\_\_\_ which is independent of, and **in addition** to, the
16. compensation in this Addendum.
17. This Addendum provides the undersigned’s written consent for Buyer Broker to receive compensation from more than one
18. (1) party to the transaction.
19. Seller and Buyer explicitly intend Brokers to be direct third-party beneficiaries of the Contract and/or Lease Agreement
20. pursuant to this Addendum and either Section 8f or Section 9g of the Contract. The provisions of this Addendum shall
21. survive Close of Escrow.
22. Additional Terms and Conditions:
23. \_\_\_\_\_
24. \_\_\_\_\_
25. \_\_\_\_\_
26. \_\_\_\_\_
27. \_\_\_\_\_
28. The undersigned agrees to the terms and conditions set forth above and acknowledges receipt of a copy hereof.
29. \_\_\_\_\_
30.  Seller  Buyer MO/DA/YR  Seller  Buyer MO/DA/YR
31.  Landlord  Tenant  Landlord  Tenant
32. \_\_\_\_\_
33.  Seller  Buyer MO/DA/YR  Seller  Buyer MO/DA/YR
34.  Landlord  Tenant  Landlord  Tenant

**For Broker Use Only:**

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











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