

SELLER'S GUIDE



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Mhat is ESCROW

Escrow is a legal concept describing a financial agreement whereby an asset or money is held by a third party on behalf of two other parties that are in the process of completing a transaction.

Escrow accounts are managed by the escrow officer. The agent releases the assets or funds only upon the fulfillment of predetermined contractual obligations (or upon receiving appropriate instructions). Money, securities, funds, and other assets can all be held in escrow.

In real estate, escrow is typically used for two reasons:

- To protect the buyer's good faith deposit so the money goes to the right party according to the conditions of the sale.
- To hold a homeowner's funds for property taxes and homeowners insurance.

Because of the different purposes served, there are two types of escrow accounts. One is used during the home buying process, while the other is used throughout the life of your loan.

When you're buying a home, your purchase agreement will usually include a good faith deposit (also known as earnest money). This deposit shows that you're serious about purchasing the home. If the contract falls through due to the fault of the buyer, the seller usually gets to keep the money. If the home purchase is successful, the deposit will be applied to the buyer's down payment.

To protect both the buyer and the seller, an escrow account will be set up to hold the deposit. The good faith deposit will sit in the escrow account until the transaction closes. The cash is then applied to the down payment. Sometimes, funds are held in escrow past the completion of the sale of the home. This is called an escrow holdback. There are many reasons an escrow holdback may be needed. Perhaps you agreed that the seller can stay in the home an extra month, or maybe you found something wrong with the property during the final walkthrough. If you're building a new home, money may remain in escrow until you've signed off on all the work. Once the conditions are met, the money will be released to the right party. An escrow account is key to protecting your deposit during a home sale. For example, say you have a purchase agreement, but the sale falls through due to a problem found during the home inspection. If you'd given your deposit directly to the seller, there's a chance the seller wouldn't return your deposit. But since the deposit is being held by a third party, you can be confident it will be returned according to your agreement.

What an Escrow is and How It Works

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Title insurance is a form of indemnity insurance that protects lenders and homebuyers from financial loss sustained from defects in a title to a property. The most common type of title insurance is lender's title insurance, which the borrower purchases to protect the lender. The other type is owner's title insurance, which is often paid for by the seller to protect the buyer's equity in the property.

LENDER'S TITLE INSURANCE

Lender's title insurance is usually required to get a mortgage loan. Lender's title insurance protects your lender against problems with the title to your property—for example, if someone sues to say they have a claim against the home. Lender's title insurance does not protect your investment in the home (your equity). If someone sues with a claim against your home, you are the first person responsible. The lender's title insurance policy only covers claims that affect the lender's loan. To protect your equity in the event of a title problem, you may want to purchase an owner's title insurance policy.

OWNER'S TITLE INSURANCE

Owner's title insurance provides protection to the homeowner if someone sues and says they have a claim against the home from before the homeowner purchased it. When you purchase your home, you receive a document most often called a deed, which shows the seller transferred their legal ownership, or "title" to their home, to you. Title insurance can protect you if someone later sues and says they have a claim against the home from before you purchased it. Common claims come from a previous owner's failure to pay taxes or from contractors who say they were not paid for work done on the home before you purchased it.



REALTOR?

WHAT TO EXPECT FROM YOUR REALTOR

- Helps you find a home, provides information about the neighborhood. You can
 ask a realtor about schools, distance to employment hubs, and area
 highlights. Whether its proximity to shops or the woods, you should get the
 answer:
- Negotiates an offer based on the asking price, comparable homes for sale in the area, market situation, and home condition;
- Writes a Purchase and Sale Agreement. It may include the contingencies that must be met for sale and the amount of the Earnest Money Deposit;
- A realtor helps find a home inspector and attends the home inspection;
- Negotiates any home repair needs or adjustments to the sale price if repairs will not be made;
- Communicate with the seller's agent throughout the process;
- Work with a title company for a title search and help arrange title insurance;
- Work with a real estate attorney to pull together all the documents needed for the closing, including a list of closing costs.





AVOID EXPOSURE TO LEGAL RISKS

Buying a house without an agent can be done, though it is not easy. Most likely, it will likely require the help of a real estate attorney. Buyers may later regret the decision if price negotiations quickly sour or the sale hits a legal snag they are challenged to solve. Savvy negotiators familiar with legal jargon may feel differently.

Study the Pros & Cons before you go it

Seller's ROADMAP



Match with an agent that you feel comfortable with



Pricing

Find a competitive price for your home



Staging

Clean and decorate! Get your home ready for viewings



Marketing

Your realtor will list your home on multiple sites



Listing

Your home is on the market!



Showings

Keep your calendar open to accommodate potential buyers



Offers

Time to review and negotiate offers



Under Contract

A legal contract is created between you and the buyer



Final Details

Time to move out and finalize paperwork



Closing

Congratulations! You've sold your house



LOAN OFFICER

A financial professional who will determine approximately how much money you'll be able to borrow for a mortgage loan.

MORTGAGE LENDER

The business person or financial institution that provides the money you'll use to purchase your new home.

REAL ESTATE AGENT

Trained professionals who are licensed to negotiate the sale and purchase of real estate.

HOME INSPECTOR

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

APPRAISER

An individual who provides a trained, professional opinion of the market value of a home.

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.

PREPARE YOUR HOME

Home Staging Tips

- The way you style your home can be a make it or break it point for a potential buyer. They have to be able to picture themselves living in your space, so be mindful of what you leave visible to viewers.
- You can hire or rent professional props and decorators to help stage your home.
- Consider getting professional photos taken as these determine the first impression the potential buyer will have of your house.





Be sure to put away any personal photographs, memorabilia ,and artifacts as it will look like clutter to a potential buyer.

You can replace photos with wall art.

SHOWING hecklist

IF YOU HAVE FIFTEEN MINUTES

Make the beds and fluff pillows

Throw away any garbage

Empty out garbage cans and take out the trash

Clean the countertops and put away dishes

Declutter the home, remove any toys

Turn on all indoor and outdoor lights

IF YOU MORE THAN AN HOUR

Complete the above list (15 minute list)

Vaccum, sweep and mop the floors

Wipe all major appliances, glass, and mirrors

Fold or hang up visible clothing nicely

Dust any visible or reachable areas

SAMPLE REAL ESTATE FORMS LISTING CONTRACT

RESIDENTIAL LISTING CONTRACT EXCLUSIVE RIGHT TO SELL/RENT

Document: February 2021



1. PARTIES

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.	OWNER/SELLER:
2.	("Owner")
3.	BROKER: acting through
	FIRM NAME
4.	,
	AGENT'S NAME AGENT'S NAME
	2. PROPERTY
5. 6.	Premises: Owner agrees to sell or rent the real property with all improvements, fixtures, and appurtenances thereon or incidental thereto, plus the personal property described herein (collectively the "Premises").
7.	Premises Address: Assessor's #:
	City: AZ, Zip Code:
	Legal Description:
10.	
11.	
12.	
13.	
	3. LISTING PRICE AND TERMS
14	Agreement: This Residential Listing Contract - Exclusive Right to Sell/Rent ("Agreement") is between Owner and Broker.
	In consideration of Broker's agreement to find a ready, willing, and able purchaser or tenant, Owner gives Broker the exclusive
	and irrevocable right to: Sell Rent Sell and Rent the Premises described above.
4-	
	Owner acknowledges that signing more than one Exclusive Right to Sell/Rent or other form of listing contract for the same Term could expose the Owner to liability for additional commissions.
19.	Price: The listing price shall be: Sale \$ and Rent \$ per month, plus (in the case of a rental)
20.	all applicable lease or rental (transaction privilege) taxes or such other price and terms as are accepted by Owner.
21.	Term: This Agreement shall commence on and shall expire at 11:59 p.m. Mountain Standard Time on
	("Expiration Date"). Upon full execution of a contract for sale or lease of the Premises, all rights and obligations of this Agreement will
23.	automatically extend through the date of the actual closing of the sale or lease agreement.
24.	Capacity: Owner or any party that Owner designates to act on their behalf warrants that they have the legal capacity, full power and
25.	authority to enter into this Agreement, deliver marketable title to the Premises, and consummate the transaction contemplated hereby.
26.	Modification: This Agreement may be modified only in writing signed by Owner and Broker.
	Equal Housing Opportunity: Broker and Owner shall comply with all federal, state and local fair housing laws and regulations,
28.	including, but not limited to, non-discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

4. COMPENSATION

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

Initials>

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

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

5. FIXTURES & PERSONAL PROPERTY

- 78. Fixtures and Personal Property: For purposes of this Agreement, fixtures shall mean property attached/affixed to the Premises.
- 79. Owner agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and
- 80. property (i.e., remote controls) shall convey in this sale or rental. Including the following:
- built-in appliances, ceiling fans and remotes
 media antennas/satellite dishes (affixed) 81.
- · central vacuum, hose, and attachments 82.
- · draperies and other window coverings 83.
- fireplace equipment (affixed) 84.
- floor coverings (affixed) 85.
- free-standing range/oven
- 87. · garage door openers and remotes
- light fixtures 88.
- 89. mailbox

93.

- · outdoor fountains and lighting
- outdoor landscaping (i.e., shrubbery, trees and unpotted plants)
- shutters and awnings
- smart home devices, access to which shall be transferred (i.e., video doorbell, automated thermostat)
- · speakers (flush-mounted)

- storage sheds
- storm windows and doors
- stoves: gas-log, pellet, wood-burning
- timers (affixed)
- towel, curtain and drapery rods
- wall mounted TV brackets and hardware (excluding TVs)
- water-misting systems
- window and door screens, sun shades
- 90. If owned by Owner, the following items also are included in this sale or rental:
- affixed alternate power systems serving in-ground pool and spa/hot tub equipment 92. the Premises (i.e., solar)
 - and covers (including any mechanical or other cleaning systems)
- security and/or fire systems and/or alarms
- water purification systems
- water softeners

Additional Existing Personal Property Which may be Included in this Sale (if checked):	
. □ refrigerator(s) (description):	
□ washer(s) (description):	
□ dryer(s) (description):	
above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description):	
□ other:	
Additional items of personal property which may be included in the sale or rental:	
Leased or Not Owned Items: The following items are leased or not owned by Owner (if checked):	
□ solar system □ alarm system □ propane tank □ water softener	
Other leased or lien items not included in the sale or rental:	
Fixtures not included in the sale or rental:	

6. AGENCY

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

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

7. BROKER AUTHORITY

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

8. OWNER OBLIGATION

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

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- 214. Recommendations: If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser,
- 215. lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such
- 216. recommendations shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to
- 217. enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such
- 218. independent investigation and evaluation. Owner understands that said contractual arrangement may result in Compensation
- 219. or fee to Broker. Owner agrees it will not allow mechanic's liens to be recorded against the Premises during the term of this
- 220. Agreement or at any time prior to close of escrow.
- 221. Indemnification: Owner hereby expressly releases, holds harmless and indemnifies Broker, all Boards or Associations of
- 222. REALTORS®, MLS, and all other brokers from any and all liability and responsibility regarding damage or loss arising from any
- 223. misrepresentation or breach of warranty by Owner in this Agreement, any incorrect information supplied by Owner and any facts
- 224. concerning the Premises not disclosed or withheld by Owner, including without limitation, any facts known to Owner relating to
- 225. Adverse Information or latent defects.
- 226.

OWNER'S INITIALS REQUIRED)	
OWNER 3 INTIALS REQUIRED!	

9. REMEDIES

- 227. Alternative Dispute Resolution: Owner and Broker agree to mediate any dispute or claim arising out of or relating to this
- 228. Agreement. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or
- 229. claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an
- 230. arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute
- 231. shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate
- 232. Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be
- 233. entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within
- 234. thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have
- 235. the right to resort to court action.
- 236. Attorney Fees and Costs: The prevailing party in any dispute or claim arising out of or relating to this Agreement shall be
- 237. awarded their reasonable attorney fees and costs. Costs shall include, without limitation: expert witness fees, fees paid to
- 238. investigators, and arbitration costs.

10. ADDITIONAL TERMS AND CONDITIONS

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252.	
253.	

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

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

257. Notice: Unless otherwise provided, delivery of all notices and documentation required or permitted shall be in writing addressed

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

Residential Listing Contract - Exclusive Right to Sell/Rent

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

4 4		NA.		3
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270		
270.	^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DAYR	^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DAYF
271.		
	^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME	^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME
272.	^ ADDRESS	
	^ ADDRESS	^ ADDRESS
273.	^ CITY, STATE, ZIP CODE	
		^ CITY, STATE, ZIP CODE
274.	^ TELEPHONE	^ TELEPHONE
	AM	TELEFTIONE
275.	^ EMAIL	^ EMAIL
	40 770477	
	12. BROKER	
276	Agent is a member of the	Association/Board of REALTORS® and subscribes to the
277.	Agent is a member of the	Association/board of Tital Forto and Subscribes to the
278.	^ AGENT'S SIGNATURE MO/DA/YR	^ AGENT'S SIGNATURE MO/DAYF
279.	^ AGENT'S PRINTED NAME	^ AGENT'S PRINTED NAME
200.	^ PRINT FIRM NAME	^ PRINT FIRM NAME
	^ TELEPHONE	^ TELEPHONE
282.		
	^ EMAIL	^ EMAIL

For Broker Use Only:			
Brokerage File/Log No	Manager's Initials	Broker's Initials	Date
	-		MO/DA/YR

SAMPLE REAL ESTATE FORMS

SELLER DISCLOSURE ADVISORY / DISCLOSURE STATEMENT (SPDS)

RESIDENTIAL SELLER DISCLOSURE ADVISORY

Document updated: October 2017



WHEN IN DOUBT - DISCLOSE!





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

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



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

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

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

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

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

Document updated: October 2017



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





MESSAGE TO THE SELLER:

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

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

MESSAGE TO THE BUYER:

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

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

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

PROPERTY AND OWNERSHIP

	As used herein, "Property" shall mean the real property and all fixtures and improvements thereon and appurtenances incidental thereto plus fixtures and personal property described in the Contract.
3.	PROPERTY ADDRESS:
	(STREET ADDRESS) (CITY) (STATE) (ZIP)
4.	Does the Property include any leased land? ☐ Yes ☐ No
5.	Explain:
	Is the Property located in an unincorporated area of the county? \square Yes \square No If yes, and five or fewer parcels of land other than subdivided land
7.	are being transferred, the Seller must furnish the Buyer with a written Affidavit of Disclosure in the form required by law
8.	LEGAL OWNER(S) OF PROPERTY: Date Purchased:
	The Property is currently: Owner-occupied Leased Estate Foreclosure Vacant If vacant, how long?
	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:
2.	
3	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 by the fair housing laws as housing for older persons? Yes No
	Explain:
7.	Approximate year built: If Property was built prior to 1978, Seller must furnish the Buyer with a lead-based paint disclosure form.
8. 9. 20.	NOTICE TO BUYER: If the Property is in a subdivision, a subdivision public report, which contains a variety of information about the subdivision at the time the subdivision was approved, may be available by contacting the Arizona Department of Real Estate or the homebuilder. The public report information may be outdated. www.azre.gov.

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YES	NO	
		Have you entered into any agreement to transfer your interest in the Property in any way, including rental renewals
		or options to purchase? Explain:
		Are you aware if there are any association(s) governing the Property?
		If yes, provide contact(s) information: Name: Phone #:
		Name: Phone #:
		If yes, are there any fees? How much? \$ How often?
		How much? \$ How often?
		Are you aware of any association fees payable upon transfer of the Property? Explain:
		Are you aware of any proposed or existing association assessment(s)? Explain:
		Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)? Explain:
		Are you aware of any of the following recorded against the Property? (Check all that apply):
		☐ Judgment liens ☐ Tax liens ☐ Other non-consensual liens
		Explain:
		Are you aware of any assessments affecting the Property? (Check all that apply):
_	_	□ Paving □ Sewer □ Water □ Electric □ Other
		Explain:
		Are you aware of any title issues affecting the Property? (Check all that apply):
		☐ Recorded easements ☐ Use restrictions ☐ Lot line disputes ☐ Encroachments
		☐ Unrecorded easements ☐ Use permits ☐ Other
		Explain:
		Are you aware if the Property is located within the boundaries of a Community Facilities District (CFI
		If yes, provide the name of the CFD:
		il yes, provide the name of the or b.
		Are you every of any nublic or private use nother or reading to an expect the Drenorth
		Are you aware of any public or private use paths or roadways on or across the Property?
		Explain:
		Are you aware of any problems with legal or physical access to the Property? Explain:
		The road/street access to the Property is maintained by the County City Homeowners' Association Private
		If privately maintained, is there a recorded road maintenance agreement? Explain:
	y	Are you aware of any violation(s) of any of the following? (Check all that apply):
1		☐ Zoning ☐ Building Codes ☐ Utility Service ☐ Sanitary health regulations
	1	□ Covenants, Conditions, Restrictions (CC&R's) □ Other (Attach a copy of notice(s) of violation if availab
	1	Explain:
	1	
		Are you aware of any homeowner's insurance claims having been filed against the Property?
		Explain:
		NOTICE TO BUYER: Your claims history, your credit report, the Property's claims history and other factors may
		affect the insurability of the Property and at what cost. Under Arizona law, your insurance company may cancel your homeowner's insurance within 60 days after the effective date. Contact your insurance company.
BUILI	DING	AND SAFETY INFORMATION
YES	NO	ROOF / STRUCTURAL:
		NOTICE TO BUYER: Contact a professional to verify the condition of the roof.
		Are you aware of any past or present roof leaks? Explain:
		Are you aware of any other past or present roof problems? Explain:

BUYER BUYER

	NO	
		Are you aware of any roof repairs? Explain:
		Is there a roof warranty? (Attach a copy of warranty if available.)
		If yes, is the roof warranty transferable? Cost to transfer
		Are you aware of any interior wall/ceiling/door/window/floor problems? Explain:
		The year aware of any menor warrooming accommon problems. Explain.
		Are you aware of any cracks or settling involving the foundation, exterior walls or slab? Explain:
		Are you aware of any chimney or fireplace problems, if applicable? Explain:
		Are you aware of any damage to any structure on the Property by any of the following? (Check all that apply): ☐ Flood ☐ Fire ☐ Wind ☐ Expansive soil(s) ☐ Water ☐ Hail ☐ Other Explain:
		WOOD INFESTATION:
		Are you aware of any of the following:
		Past presence of termites or other wood destroying organisms on the Property?
		Current presence of termites or other wood destroying organisms on the Property?
		Past or present damage to the Property by termites or other wood destroying organisms?
		Explain:
		Are you aware of past or present treatment(s) of the Property for termites or other wood destroying organisms?
		If yes, date last treatment was performed:
		Name of treatment provider(s):
		Is there a treatment warranty? (Attach a copy of warranty if available.)
		If yes, is the treatment warranty transferrable?
		NOTICE TO BUYER: Contact Office of Pest Management for past termite reports or treatment history. www.sb.state.az.us
	-	HEATING & COOLING:
-		Heating: Type(s)
-		Approximate Age(s)
		Cooling: Type(s)
1		Approximate Age(s)
		Are you aware of any past or present problems with the heating or cooling system(s)?
1		Explain:
	1	PLUMBING:
		Are you aware of the type of water pipes, such as galvanized, copper, PVC, CPVC or polybutylene? If yes, identify:
		Are you aware of any past or present plumbing problems? Explain:
	1	
		Are you aware of any water pressure problems? Explain:
		Are you aware of any water pressure problems? Explain: Type of water heater(s): Gas Electric Solar Approx age(s):
	_	Type of water heater(s): ☐ Gas ☐ Electric ☐ Solar Approx. age(s):
		Type of water heater(s): Gas Electric Solar Approx. age(s):
		Type of water heater(s): Gas Electric Solar Approx. age(s): Are you aware of any past or present water heater problems? Explain: Is there a landscape watering system? If yes, type: automatic timer manual both
		Type of water heater(s): Gas Electric Solar Approx. age(s): Are you aware of any past or present water heater problems? Explain: Is there a landscape watering system? If yes, type: automatic timer manual both If yes, are you aware of any past or present problems with the landscape watering system?
		Type of water heater(s): Gas Electric Solar Approx. age(s): Are you aware of any past or present water heater problems? Explain: Is there a landscape watering system? If yes, type: automatic timer manual both If yes, are you aware of any past or present problems with the landscape watering system? Explain:
		Type of water heater(s): Gas Electric Solar Approx. age(s): Are you aware of any past or present water heater problems? Explain: Is there a landscape watering system? If yes, type: automatic timer manual both If yes, are you aware of any past or present problems with the landscape watering system? Explain: Are there any water treatment systems? (Check all that apply):
		Type of water heater(s): Gas Electric Solar Approx. age(s): Are you aware of any past or present water heater problems? Explain: Is there a landscape watering system? If yes, type: automatic timer manual both If yes, are you aware of any past or present problems with the landscape watering system? Explain: Are there any water treatment systems? (Check all that apply): water filtration reverse osmosis water softener Other
		Type of water heater(s): Gas Electric Solar Approx. age(s): Are you aware of any past or present water heater problems? Explain: Is there a landscape watering system? If yes, type: automatic timer manual both If yes, are you aware of any past or present problems with the landscape watering system? Explain: Are there any water treatment systems? (Check all that apply): water filtration reverse osmosis water softener Other Is water treatment system(s) owned leased (Attach a copy of lease if available.)
		Type of water heater(s): Gas Electric Solar Approx. age(s): Are you aware of any past or present water heater problems? Explain: Is there a landscape watering system? If yes, type: automatic timer manual both If yes, are you aware of any past or present problems with the landscape watering system? Explain: Are there any water treatment systems? (Check all that apply): water filtration reverse osmosis water softener Other

Residential Seller's Property Disclosure Statement (SPDS)
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	Residential Seller's Property Disclosure Statement (SPDS) >>					
	YES	NO				
119.	_	_	SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:			
120.			Does the Property contain any of the following? (Check all that apply):			
121.						
122.		\square If yes, are either of the following heated? \square Swimming pool \square Spa If yes, type of heat:				
123.			Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?			
124.			Explain:			
125.			ELECTRICAL AND OTHER RELATED SYSTEMS:			
126.			Are you aware of any past or present problems with the electrical system? Explain:			
127.			Are you aware or any past or present problems with the electrical system.			
128.			Is there a security system? If yes, is it (Check all that apply):			
129.			□ Leased (Attach a copy of lease if available.) □ Owned □ Monitored □ Other			
130.			Are you aware of any past or present problems with the security system? Explain:			
131.			Are you aware or any past or present problems with the security system: Explain.			
132.			Does the Property contain any of the following systems or detectors?(Check all that apply):			
133.			☐ Smoke/fire detection ☐ Fire suppression (sprinklers) ☐ Carbon monoxide detector			
134.			If yes, are you aware of any past or present problems with the above systems? Explain:			
			if yes, are you aware of any past of present problems with the above systems: Explain.			
135.						
136.			MISCELLANEOUS:			
137.			Are you aware of any animals/pets that have resided in the Property? If yes, what kind:			
138.						
139.			Are you aware of or have you observed any of the following on the Property? (Check all that apply):			
140.			☐ Scorpions ☐ Rabid animals ☐ Bee swarms ☐ Rodents ☐ Reptiles ☐ Bed Bugs ☐ Other:			
141.			Explain:			
142.			Has the Property been serviced or treated for pests, reptiles, insects, birds or animals? If yes, how often:			
143.			Name of service provider(s): Date of last service:			
144.			Are you aware of any work done on the Property, such as building, plumbing, electrical or other improvements or			
145.	-		alterations or room conversions? (If no, skip to line 156.)			
146.	-		Explain:			
147.						
148.	1					
149.			4 4 4 4 4 5 14			
150.			Were permits for the work required? Explain:			
151.		1	If yes, were permits for the work obtained? Explain:			
152.			Was the work performed by a person licensed to perform the work? Explain:			
153.			Was approval for the work required by any association governing the property? Explain:			
154.			If yes, was approval granted by the association? Explain:			
155.			Was the work completed? Explain:			
156.			Are there any security bars or other obstructions to door or window openings? Explain:			
157.	Ш		Are you aware of any past or present problems with any built-in appliances? Explain:			
158. 159.			Are there any leased propane tanks, equipment or other systems on the Property? (Attach a copy of lease if available.)			
160.						
			Explain:			
161.						
			>>			
	Residen	tial Seller's	s Property Disclosure Statement (SPDS)			

	UTIL	ITIES	
62.		THE P	ROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?
	YES	NO	PROVIDER
63.			Electricity:
64.			Fuel: Natural gas Propane Oil
35.			Cable / Satellite:
6.			Internet:
67.			Telephone:
8.			Garbage Collection:
9.		П	Fire:
0.			Irrigation:
1.			Water Source:
	_		
2.			□ Public □ Private water co. □ Hauled water
3.			☐ Private well ☐ Shared well If water source is a private or shared well, complete and attach
4.			Domestic Water Well/Water Use Addendum.
75. 76. 77.			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.
78. 79.			Are you aware of any past or present drinking water problems? Explain:
30.	П	П	U.S. Postal Service delivery is available at: Property Cluster Mailbox Post Office Other
31.			Are there any alternate power systems serving the Property? (If no, skip to line 190.)
2.			If yes, indicate type (Check all that apply):
			□ Solar □ Wind □ Generator □ Other
3.			
34.			Are you aware of any past or present problems with the alternate power system(s)? Explain:
35.			The state of the s
36.	Ш		Are any alternate power systems serving the Property leased? Explain:
37.	-		W W
38.			If yes, provide name and phone number of the leasing company (Attach copy of lease if available):
39.			
90. 91.	1		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.
	ENVI	RONM	IENTAL INFORMATION
	YES	NO	
92.			Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply
93.		1	☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Dampness/moisture ☐ Other
)4.		1	Explain:
5.			Are you aware of any past or present issues or problems in close proximity to the Property related to any of
96.			the following? (Check all that apply):
97.			☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other
98.			Explain:
99. 00.			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.
01.			Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply
)2.			☐ Airport noise ☐ Traffic noise ☐ Rail line noise ☐ Neighborhood noise ☐ Landfill ☐ Toxic waste disposal
)3.			☐ Odors ☐ Nuisances ☐ Sand/gravel operations ☐ Other
)4.			Explain:
5. 6.			Are you aware if any portion of the Property has ever been used as a "Clandestine drug laboratory" (manufacture or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy or LSD
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	Residential Seller's Property Disclosure Statement (SPDS) >>					
	YES	NO				
207. 208.			Are you aware if the Property is located in the vicinity of a public or private airport? Explain:			
209. 210. 211. 212. 213.			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.			
214. 215.			Is the Property located in the vicinity of a military airport or ancillary military facility? Explain:			
216. 217. 218.			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 tanks:			
219. 220.			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			
221. 222.			Are you aware of any open mine shafts/tunnels or abandoned wells on the Property? If yes, describe location:			
223. 224.			Are you aware if any portion of the Property is in a flood plain/way? Explain:			
226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238.	1		connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Recent changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the purchase of flood insurance for the property. You may also wish to contact the Federal Emergency Management Agency (FEMA) for more information about flood insurance as it relates to this property.			
239.			Are you aware of any portion of the Property ever having been flooded? Explain:			
240. 241.		6	Are you aware of any water damage or water leaks of any kind on the Property? Explain:			
242.243.244.			Are you aware of any past or present mold growth on the Property? If yes, explain:			
	SEW	ER/WA	STEWATER TREATMENT			
	YES	NO				
245.246.247.			Is the entire Property connected to a sewer? If no, is a portion of the Property connected to a sewer? Explain:			
248. 249.			If the entire Property or a portion of the Property is connected to a sewer, has a professional verified the sewer connection? If yes, how and when:			
250.			NOTICE TO BUYER: Contact a professional to conduct a sewer verification test.			
251. 252.			Type of sewer: Public Private Planned and approved sewer system, but not connected Name of Provider:			
			Name of Florider.			
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BUYER BUYER

		oner or reporty bicolog	sure Statement (SPDS) >>		
YES	NO			0 = 1 :	
3. □			ast or present problems with the	•	
ŀ. ∐			y an On-Site Wastewater Treat		•
j		•	Conventional septic system	* **	
i. 🗆		•	ative system, is it currently bein	-	
			or:		
8.					(Attach copy of permit if available.)
). 🗆	Ш		pairs or alterations made to this		llation?
).		Explain:			
			Facility inspection and/or pump		
. \square		Are you aware of any pa	ast or present problems with the	Facility? Explain:	
		Inspection of On-Site	e Wastewater Treatment Facili	epartment of Environmer ties on re-sale properties.	ntal Quality requires a Pre-Transfer
		NDITIONS AND FACT			
		, , ,	•	ing the Property that migh	ht affect the Buyer's decision-makin
. proces	ss, the va	lue of the Property, or its u	se? Explain:		
				100	
ADD	TIONA	L EXPLANATIONS	1.0		1
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-	The same of the sa				
		1000			
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-					
					nd complete to the best of Seller
knowle to Buy	eage as over prior	of the date signed. Seller a to Close of Escrow, includ	igrees that any changes in the	Information contained nere	ein will be disclosed in writing by Selle ent inspections. Seller acknowledge
			Advisory titled When in Doubt		and more delical delication and age
^ SEL	LER'S S	IGNATURE	MO/DA/YR ^ S	SELLER'S SIGNATURE	MO/DA/YF
Revie	wed and	l updated: Initials:			
			SELLER SEL		D/DA/YR
. knowl . regard	edge and d to the	d is not a warranty of any	/ kind. Buyer acknowledges B ouraged to obtain Property in	uyer's obligation to investig	is based only on the Seller's actual gate any material (important) facts in all independent third parties and the second to the second second to the second secon
. of a na	itural dea	th, suicide, homicide, or any	other crime classified as a felon	y; (2) owned or occupied by	at the Property is or has been: (1) the sit a person exposed to HIV, diagnosed a (3) located in the vicinity of a sex offender
			es receipt only of this SPDS the items disapproved as pro		f any items provided herein, Buye
. <u>- BUY</u>	ER'S SI	GNATURE	MO/DA/YR ^ E	BUYER'S SIGNATURE	MO/DA/YR
		Property Disclosure Statement (S			
Updated		017 • Copyright © 2017 Arizona As		Initiale	

BUYER BUYER

SAMPLE REAL ESTATE FORMS HOA ADDENDUM

H.O.A. CONDOMINIUM / PLANNED COMMUNITY ADDENDUM

Page 1 of 3

Document updated: June 2020



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

1.	Seller:
2.	Premises Address:
3.	Date:
4. 5. 6.	INSTRUCTIONS: (1) Homeowner's association ("H.O.A.") information on page 1 to be completed by Seller at the time of listing the Premises for sale. (2) Upon completion, this Addendum shall be uploaded to the multiple listing service, if available, or delivered to prospective buyers upon request prior to prospective buyer's submission of a Residential Resale Real Estate Purchase Contract to Seller.
7.	ASSOCIATION(S) GOVERNING THE PREMISES
8.	H.O.A.: Contact Info:
9.	Management Company (if any): Contact Info:
10.	Amount of Dues: \$ How often? Amount of special assessments (if any): \$ How often? Start Date: End Date:
11.	Amount of special assessments (if any): \$ How often? Start Date: End Date: MO/DAYR
12. 13. 14. 15.	Master Association (if any): Contact Info: Management Company (if any): Contact Info: Amount of Dues: \$ How often? Amount of special assessments (if any): \$ How often? Start Date: End Date:
10.	Amount of special assessments (if any). \$ flow often: Start Date End Date Mo/DAYR Mo/DAYR
16. 17.	Other: Contact Info: Amount of Dues: \$ How often?
18.	FEES PAYABLE UPON CLOSE OF ESCROW
19.	Transfer Fees: Association(s) fees related to the transfer of title: H.O.A.: \$ Master Association: \$
20. 21.	Capital Improvement Fees, including but not limited to those fees labeled as community reserve, asset preservation, capital reserve, working capital, community enhancement, future improvement fees, or payments: H.O.A.: \$ Master Association: \$
22. 23.	Prepaid Association(s) Fees: Dues, assessments, and any other association(s) fees paid in advance of their due date: H.O.A.: \$ Master Association: \$
24. 25. 26. 27. 28. 29.	Disclosure Fees: Association(s)/Management Company(ies) costs incurred in the preparation of a statement or other documents furnished by the association(s) pursuant to the resale of the Premises for purposes of resale disclosure, lien estoppels and any other services related to the transfer or use of the property. Pursuant to Arizona law, Disclosure Fees cannot be more than an aggregate of \$400.00 per association. As part of the Disclosure Fees, each association may charge a statement or other documents update fee of 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 were delivered. Additionally, each association may charge a rush fee of no more than \$100.00 if rush services are required to be performed within seventy-two (72) hours after the request. H.O.A.: \$ Master Association: \$
31.	Other Fees: \$ Explain:
32. 33.	SELLER CERTIFICATION: By signing below, Seller certifies that the information contained above is true and complete to the best of Seller's actual knowledge as of the date signed. Broker(s) did not verify any of the information contained herein.
34.	
35.	^ SELLER'S SIGNATURE MO/DAYR ^ SELLER'S SIGNATURE MO/DAYR

ADDITIONAL OBLIGATIONS

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

INFORMATION REQUIRED BY LAW TO BE PROVIDED TO BUYER:

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

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65. 66.

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

BUYER'S ACKNOWLEDGMENT AND TERMS

69.	Buyer:
70.	Seller:
71.	Premises Address:
72.	NOTE: LINES 75-81 TO ONLY BE COMPLETED BY BUYER, AND NOT SELLER!
73. 74.	The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises.
75.	Transfer Fees shall be paid by: □ Buyer □ Seller □ Other
76.	Capital Improvement Fees shall be paid by:
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.	Other Fees:
81.	
82. 83.	BUYER VERIFICATION: Buyer may contact the Association(s)/Management Company(ies) for verbal verification of association FEES PAYABLE UPON CLOSE OF ESCROW.
84. 85.	ASSESSMENTS: Any current homeowner's association assessment which is a lien as of Close of Escrow shall be paid in full by Seller. Any assessment that becomes a lien after Close of Escrow is Buyer's responsibility.
86.	ADDITIONAL TERMS AND CONDITIONS
87.	
88.	
89.	
90.	
91. 92. 93. 94. 95.	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.
96.	The undersigned agrees to the additional terms and conditions set forth above and acknowledges receipt of a copy hereof.
97. 98.	^ BUYER'S SIGNATURE MO/DAYR ^ BUYER'S SIGNATURE MO/DAYR
99.	SELLER'S ACCEPTANCE:
00.	
01.	^ SELLER'S SIGNATURE MO/DAYR ^ SELLER'S SIGNATURE MO/DAYR
	For Broker Use Only:
	Brokerage File/Log No Manager's Initials Broker's Initials Date

SAMPLE REAL ESTATE FORMS ADDITIONAL CLAUSE ADDENDUM

ADDITIONAL CLAUSE ADDENDUM

Document updated: June 2022



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1.	1. Buyer:	
2.	2. Seller:	
3.	3. Premises Address:	
4.	4. Date:	1
5.	5. The following additional terms and conditions are hereby included as a part of the Contract	between Seller and Buver
6.		
7.	and the contract of the contra	
8.	8. and received when sent as required by Section 8m of the Contract. In the event of a conflic	t between the terms and
9.	9. conditions of the Contract and this Additional Clause Addendum, the terms and conditions	of this Additional Clause
10.	10. Addendum shall prevail.	
11.		
12.		-
13.		
14.		•
15.		•
16.		•
17.		
18.	18. backup Contract any time prior to receipt of Seller's notice of cancellation of prior cor	iiraci.
19.	19. (BUYER'S AND SELLER'S INITIALS REQUIRED) / / /	SELLER / SELLER
20	20. SIGNATURE OF ABSENT BUYER SPOUSE OR CO-BUYER: Signing Buyer shall w	within five (E) days or
20.		
21. 22.		
		•
23.	23. (BUYER'S AND SELLER'S INITIALS REQUIRED) / / / /	SELLER / SELLER
24.	24. CORPORATE RELOCATION APPROVAL: Seller is in the process of a corporate re	location and this Contract
25.		
26.	or executing additional addenda required by corporation, provided that Buyer incurs no	o additional costs or liability.
77	/DIVER'S AND SELLER'S INITIALS DECLUDED)	/
27.	27. (BUYER'S AND SELLER'S INITIALS REQUIRED) / / /	SELLER SELLER
28.	·	
29.	· · · · · · · · · · · · · · · · · · ·	•
30.	·	
31. 32.		ales price of the loan
JE.		
33.	33. (BUYER'S AND SELLER'S INITIALS REQUIRED) / / /	/ /
	ROJEK BOJEK	SELLER SELLER

Additi	onal	Clause	Adder	dum	>>

34. 35. 36. 37.	WAIVER OF APPRAISAL: Buyer agrees to waive the appraisal contingency pursuant to the Financing section of the Contract. In the event that the Premises fail to appraise for at least the sales price, Buyer agrees that Buyer's down payment shall be increased in an amount equal to the difference between the appraised value and the purchase price.
38.	(BUYER'S AND SELLER'S INITIALS REQUIRED) / / / / / SELLER
39. 40. 41. 42. 43. 44. 45.	APPRAISAL SHORTFALL: In the event the Premises fail to appraise for at least the purchase price in any appraisal required by lender, Buyer agrees that Buyer shall submit additional funds via U.S. currency or financing in an amount equal to the difference between the appraised value and the purchase price, provided that the difference does not exceed \$ Buyer and Seller agree that if the difference between the appraised value and the purchase price exceeds the amount of money set forth on line 42, Seller is not obligated to lower the purchase price and Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a return of the Earnest Money or the appraisal contingency shall be waived, unless otherwise prohibited by federal law.
46.	(BUYER'S AND SELLER'S INITIALS REQUIRED) / / / / / SELLER
47. 48. 49. 50. 51. 52.	ALL CASH SALE APPRAISAL CONTINGENCY: Buyer's obligation to complete this all cash sale is contingent upon an appraisal of the Premises for at least the purchase price. If the Premises fail to appraise for the purchase price, Buyer has five (5) days after notice of the appraised value, or twenty (20) days after Contract acceptance, whichever occurs first, to cancel this Contract and receive a return of the Earnest Money or the appraisal contingency shall be waived. In all cases, this appraisal contingency shall expire twenty (20) days after Contract acceptance, regardless of whether an appraisal has been ordered or received. Appraisal fee shall be
53.	paid by □ Buyer □ Seller □ Other:
54.	(BUYER'S AND SELLER'S INITIALS REQUIRED) / / / / SELLER
55. 56. 57. 58.	SURVEY: A survey shall be performed by a licensed surveyor within days after Contract acceptance. Cost of the survey shall be paid by Buyer Seller Other: The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona Land Boundary Survey Minimum Standards."
59. 60. 61. 62. 63. 64. 65. 66.	Survey instructions are: A boundary survey and survey plat showing the corners either verified or monumentation. A survey certified by a licensed surveyor, acceptable to Buyer and the Title Company, in sufficient detail for an American Land Title Association ("ALTA") Owner's Policy of Title Insurance with boundary, encroachment or survey exceptions and showing all improvements, utility lines and easements on the Property or within five (5) feet thereof. Other survey terms: Other survey terms:
67.	Buyer shall have five (5) days after receipt of results of survey or map to provide notice of disapproval to Seller.
68.	(BUYER'S AND SELLER'S INITIALS REQUIRED) / / / / / SELLER
69. 70. 71. 72. 73. 74. 75.	TAX-DEFERRED EXCHANGE: □ Seller □ Buyer intend to enter into a tax-deferred exchange pursuant to I.R.C. §1031 or otherwise. All additional costs in connection with any such tax-deferred exchange shall be borne by the party requesting the exchange. The non-requesting party agrees to cooperate in the tax-deferred exchange provided that the non-requesting party incurs no additional costs and COE is not delayed. The parties are advised to consult a professional tax advisor regarding the advisability of any such exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any liability that may arise from participation in the tax-deferred exchange.
76.	(BUYER'S AND SELLER'S INITIALS REQUIRED) BUYER BUYER / BUYER / SELLER SELLER >>

	Additional Clause Addendum >>
77. 78. 79. 80. 81. 82.	WATER: Arizona is undertaking General Stream Adjudications of both the Gila River and Little Colorado River systems, which are court proceedings to determine water rights. If the Premises/Property is affected by an Adjudication, the parties shall execute and file an Assignment of Statement of Claimant form and Buyer shall pay any associated filing fees. The Arizona Department of Water Resources and the <i>Arizona Department of Real Estate Buyer Advisory</i> provide sources of information on the court proceedings and other water availability or water quality issues. If water rights, availability or quality are a material matter to Buyer, these issues must be investigated during the Inspection Period.
84.	(BUYER'S AND SELLER'S INITIALS REQUIRED) / / / / / / / / /
85. 86.	The undersigned agrees to the modified or additional terms and conditions contained herein and acknowledges a copy hereof.
87.	^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR
88.	^ 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 BINSR

RESIDENTIAL BUYER'S INSPECTION NOTICE AND SELLER'S RESPONSE

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

Document updated:
October 2022



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1.	Contract dated:, 20
2.	Seller:
3.	Buyer:
4.	Premises Address:
BII	YER INSPECTIONS AND INVESTIGATIONS COMPLETED
	e Section 6j)
-	er has completed all desired Inspection Period items, such as:
	a) physical, environmental, and other inspections and investigations;
(b) inquiries and consultations with government agencies, lenders, insurance agents, architects, and other persons and entities;
	c) investigations of applicable building, zoning, fire, health, and safety codes;
(d) inquiries regarding sex offenders; and the occurrence of a disease, natural death, suicide, homicide or other crime
,	on the Premises or in the vicinity e) inspections and investigations pertaining to square footage, wood-destroying organisms or insects, sewer, flood hazard,
(swimming pool barriers, and insurance; and
(f) inspections and investigations of any other items important to Buyer.
Buv	er has verified all information deemed important including:
	a) MLS or listing information; and
,	b) all other information obtained regarding the Premises.
Buy	er acknowledges that:
-	a) All desired Inspection Period inspections and investigations must be completed prior to delivering this notice to Seller;
,	b) All Inspection Period items disapproved must be provided in this notice;
	c) Buyer's election is limited to the options specified below; and
(d) Buyer is not entitled to change or modify Buyer's election after this notice is delivered to Seller.
-	er and Seller acknowledge that any agreed upon corrections/repairs;
,	a) Must be performed in a workmanlike manner; and
(b) Arizona law, A.R.S. § 32-1121, requires that a licensed contractor perform corrections/repairs for which: (i) the aggregate
	contract price, including labor and materials, is \$1,000 or greater; or (ii) the work to be performed is not of a casual or minor nature; or (iii) the work to be performed requires a local building permit.
D	
Виу	er elects as follows: Premises Accepted – No corrections requested. Buyer accepts the Premises in its present condition and no corrections or repairs are requested.
	Premises Rejected – Rever disapproves of the items listed below and elects to immediately cancel the Contract.
L	
L	Buyer elects to provide Seller an opportunity to correct or address the disapproved items listed below. (Attach an addendum, if applicable
I	tems disapproved:
_	
_	
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Residential Buyer's Inspection N	Notice and Seller's Resp	onse >>	Page 2 of 3
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		ons concerning the competency of any cies or errors made; and (2) neither Sell	
		efects in the Premises. Buyer further ac	
		change in Purchase Price, an addendur	_
-	-	. The undersigned agrees to the modifie	
onditions, if any, and acknowledges	receipt of a copy hereof.		
BUYER'S SIGNATURE	MO/DA/YR	^ BUYER'S SIGNATURE	MO/DA/YR
BUYER'S WAIVER OF			
		BTAIN INSPECTIONS OF THE PREMIS	
		ker's advice, Buyer accepts responsibility	
naemnifies and holds harmless Broke	ers from any and all liability	for all matters that professional inspectio	ns could have revealed.
BUYER'S SIGNATURE	MO/DA/YR	^ BUYER'S SIGNATURE	MO/DA/YR

Page 2 of 3

SELLER'S RESPONSE

TO BE COMPLETED ONLY IF BUYER PROVIDES SELLER AN OPPORTUNITY TO CORRECT OR ADDRESS ITEMS DISAPPROVED ON PAGES 1-2. (See Section 6i)

Seller responds as follows:			
	the items disapproved by	Buyer pursuant to terms set forth herein a	and Section 6j of the Contract.
Seller is unwilling or unable to co	orrect or address any of the	the items disapproved by Buyer.	•
Seller's response to Buyer's Noti	ce is as follows (Attach ar	n addendum, if applicable):	
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			1
	107-51-0		
	1/1	4	
	and the same of th		
The undersigned agrees to the modifi	ed or additional terms a	and conditions, if any, and acknowledg	es receipt of a copy hereof.
^ SELLER'S SIGNATURE	MO/DA/YR	^ SELLER'S SIGNATURE	MO/DA/YR
BUYER'S ELECT	ION		
TO BE COMPLETED ONLY I		OT AGREED TO CORRECT	
ALL ITEMS DISAPPROVED	-		
Buyer elects to cancel this Contra			* · · · · · · · · · · · · · · · · · · ·
	-	grees to close escrow without correction	n of those items
Seller has not agreed in writing to			
The undersigned agrees to the modifie	ed or additional terms and	d conditions, if any, and acknowledges	receipt of a copy hereof.

SNAPtitle Simply Sign Here.

Simply Sign Here.

let's get in touch