



BUYER'S RECEIPT AND ACKNOWLEDGEMENT of Homeowners Association Documentation



Unit Address: _____

Unit Legal Description: _____

Homeowners Association: _____

Seller(s): _____

Title Company: _____ Escrow #: _____

The following information required by law to be provided as stated in the contract dated: _____

1. A copy of the bylaws and the rules of the association.
2. A copy of the declaration of Covenants, Conditions and Restrictions ("CC&Rs").
3. A dated statement containing:
 - (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 regular assessment and the unpaid common regular 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 declarations. The association is not obligated to provide information regarding 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 of pending litigation with respect to the Premises or the association.
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.
7. Any other information required by law.
8. A statement for Buyer acknowledgement and signature as required by Arizona Law.

Buyer must mark one box and sign/date below:

- I/We acknowledge the receipt of the above and the opportunity to read thoroughly and hereby accept them. I/we wish to proceed with closing of escrow.
- I/We have not yet received the above and hereby issue a cure period notice effective immediately. See attached Cure Period Notice.
- I/We have NOT received the above, but wish to proceed with closing of escrow. Buyer specifically releases, holds harmless and indemnifies Broker(s) and agents from any liability for anything that could have been disclosed by obtaining the above information.

Buyer Date Buyer Date



BUYER'S WALK THROUGH/FINAL INSPECTION



1. PROPERTY: _____

2. **THE BUYER MUST CHECK ONE OF THE THREE FOLLOWING SECTIONS AND SIGN BELOW:**

3. Upon advice of the Broker, and in accordance with the provisions of the Purchase Contract relating to **Final Walk Through/Final Inspection**, the Buyer or Buyer's Representative has completed the final walk through/inspection of the Property on _____ and:
MO/DA/YR

6. **I.** The Buyer finds the property to be as represented at the time the Purchase Contract was accepted by the parties. Any subsequent repairs that were agreed to have been completed to the reasonable satisfaction of the Buyer.

8. **OR**

9. **II.** The Buyer finds the property to be as represented at the time the Purchase Contract was accepted by the parties with the following exceptions:

NOTE: THE ITEMS LISTED BELOW NEED TO BE RESOLVED TO THE SATISFACTION OF THE BUYER PRIOR TO CLOSE OF ESCROW.

- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____
- 19. _____
- 20. _____
- 21. _____
- 22. _____
- 23. _____
- 24. _____

25. **OR**

26. **III.** Buyer acknowledges that the Buyer has the right to, and was advised to, conduct a Final Walk Through/Final Inspection (as described in the Contract) and the Buyer declined. By acting against the Broker's advice by not conducting a Final Walk Through/Final Inspection, Buyer accepts responsibility and hereby releases, indemnifies and holds harmless Broker from any and all liability for all matters which a Final Walk Through/Final Inspection could have revealed.

30. **BUYER'S INITIALS REQUIRED IF BUYER DECLINED FINAL WALK THROUGH/FINAL INSPECTION**

31. _____ BUYER INITIALS _____ BUYER INITIALS _____

32. _____ MO/DA/YR _____ BUYER SIGNATURE _____ MO/DA/YR _____

For Broker Use Only:
Broker File/Log No. _____ Manager's Initials _____ Broker's Initials _____ MO/DA/YR _____



DISCLOSURE / NOTIFICATION



1. This written Disclosure/Notification is being made by: Buyer Seller Agent to the

2. Buyer Seller. _____
Print Name

3. Regarding the Premises (address or description): _____

4. _____

5. Disclosure/Notification: _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

14. _____

15. _____

16. _____

17. _____

18. _____

19. _____

20. _____

21. A total of _____ page(s) is attached and is a part of this Disclosure/Notification.

22. **DELIVERY OF THIS DISCLOSURE/NOTIFICATION TO THE AGENT OF THE BUYER**

23. **OR SELLER SHALL BE DEEMED NOTIFICATION TO THAT AGENT'S PRINCIPAL.**

24. _____

25. Print Name _____ Print Name _____

26. _____

27. Signature _____ Signature _____

28. _____

29. _____

30. _____

31. _____

32. Signature _____ MO/DA/YR _____ Signature _____ MO/DA/YR _____

33. _____

34. _____

35. _____

36. _____

37. _____

38. _____

39. _____

40. _____

41. _____

42. _____

43. _____

44. _____

45. _____

46. _____

47. _____

48. _____

49. _____

50. _____

51. _____

ESTIMATED COST SHEET

Seller: _____ Buyer: _____

Property Address: _____ Purchase Price: \$ _____

Estimate Prepared By: _____ Date: _____

\$ Denotes party usually paying costs. Mark in both columns indicates Buyer and Seller normally split costs.

ITEM	OCB	CASH	CTL	FHANA	CONV	SELLER	BUYER
1. Down Payment	♦	♦	♦	♦	♦		\$
2. Escrow Fee (VA-Buyer cannot pay)	♦	♦	♦	♦	♦	\$	\$
3. New Loan Escrow Fee (VA-Buyer cannot pay)	♦			♦	♦	\$	\$
4. Owner's Title Policy	♦	♦	♦	♦	♦	\$	
5. ALTA Loan Policy	♦			♦	♦		\$
6. ALTA Loan Endorsements (i.e. 8.1, PUD, etc.)	♦			♦	♦		\$
7. Recording Fees	♦	♦	♦	♦	♦	\$	\$
8. Account Servicing Setup Fee	♦					\$	\$
9. Interest Adjustment (existing loans)	♦	♦	♦	♦	♦	\$	
10. Payoff Statement Fee	♦	♦		♦	♦	\$	
11. Payoff Penalty - Existing Loan(s)	♦	♦		♦	♦	\$	
12. Reconveyance/Satisfaction Fee		♦		♦	♦	\$	
13. Tracking Fee	♦	♦		♦	♦	\$	
14. Appraisal	?	?	?	♦	♦		
15. Application Fee (i.e. credit report, etc.)	♦		♦	♦	♦		\$
16. Origination Fee				♦	♦		
17. VA Funding Fee				♦			\$
18. Loan Discount Points				♦	♦		
19. FHA/VA Loan Costs				♦		\$	Buyer cannot pay
20. Miscellaneous Loan Costs				♦	♦		
21. Flood Certification	?	?	?	♦	♦		\$
22. Prepaid Interest (_____ days)	♦			♦	♦		\$
23. Tax Impound (see chart)	♦			♦	♦		\$
24. Hazard Insurance (1st year+ 2 mo. impound)	♦	?	♦	♦	♦		\$
25. MIP/PMI Premium (1st year + 2 mo. impound)				♦	♦		\$
26. Fire Protection Proration (if not incl. in taxes)	♦	♦	♦	♦	♦		\$
27. Flood Insurance (1st year + 2 mo. impound)	?	?	?	♦	♦		\$
28. Assumption Processing/Transfer Fee(s)			♦			\$	\$
29. Loan Payment Due (existing loans)	♦	♦	♦	♦	♦		
30. Brokerage Fee	♦	♦	♦	♦	♦	\$	
31. Home Warranty Policy	♦	♦	♦	♦	♦		
32. Property Inspection Fee(s)	♦	♦	♦	♦	♦		\$
33. Wood Infestation Report	♦	♦	♦	♦	♦		\$
34. Environmental Inspection Fee(s)	♦	♦	♦	♦	♦		\$
35. Homeowner's Association Proration	♦	♦	♦	♦	♦		\$
36. HOA Transfer Fee(s)	♦	♦	♦	♦	♦		
37. HOA Inspection/Certification Fee(s)	♦	♦	♦	♦	♦	\$	
38. Express and/or Courier Fee(s)	♦	♦	♦	♦	♦		
39. Real Estate Tax Proration	♦	♦	♦	♦	♦	\$	
40. Septic Certification/Dye Test	♦	♦	♦	♦	♦	\$	
41. Perc Test	♦	♦	♦	♦	♦		
42. Survey	♦	♦	♦	♦	♦		
43. Assessments	♦	♦	♦	♦	♦	\$	
44.							
45.							
TOTAL ESTIMATED COSTS							

ESTIMATED PROCEEDS DUE SELLER	
Purchase Price	\$
Less Present Loan Balance(s)	-\$
Less Estimated Costs	-\$
ESTIMATED NET AMOUNT	\$
Less Owner Financing	-\$
ESTIMATED PROCEEDS AT COE \$	
<small>Proceeds do not include refunds of impounds, insurance prorations, required repairs, appraisal reinspection, termite treatment or repairs.</small>	
Proceeds shall be paid after recordation.	

BUYER'S ESTIMATED MONTHLY PAYMENT		
Loan Amount:	Type of Loan:	
Term of Loan:	Interest Rate:	%
Principal & Interest	\$	
Taxes	\$	
Insurance	\$	
MIP/PMI	\$	
HOA and/or P & I (2nd Loan)	\$	
ESTIMATED MONTHLY PAYMENT \$		
<i>This is an estimate only. Exact payment may vary.</i>		

SELLER(S) _____ MO/DA/YR BUYER(S) _____ MO/DA/YR



THIS INFORMATION IS PREPARED AS AN ESTIMATE ONLY AND SHOULD NOT BE CONSIDERED AN ALL INCLUSIVE LIST OF COSTS. THIS IS NOT A GUARANTEE OF FINAL COSTS OR PROCEEDS. SEE REVERSE FOR EXPLANATIONS

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ESTIMATED COSTS EXPLANATION

1. DOWN PAYMENT The difference between the purchase price and that portion of the purchase price being financed. Most lenders require the down payment to be paid from the buyer's own funds.
2. ESCROW FEE A fee charged by the escrow company as a neutral third party to carry out the procedures necessary to transfer ownership of property.
3. NEW LOAN ESCROW FEE..... A fee charged by the escrow company to carry out the additional procedures necessary when a new loan is created by a lender in connection with a purchase.
4. OWNER'S TITLE POLICY..... An insurance premium charged by the title company to insure the buyer that the title is free from defects up to the date the conveying instrument is recorded. Buyer is the insured.
5. ALTA LOAN POLICY..... An insurance premium charged by the title company to insure lender that encumbrance is a first lien on the property. Fee based on loan amount, refer to rate charge. "Combination ALTA Rate". Lender is the insured.
6. ALTA LOAN ENDORSEMENTS..... Additional insurance premium(s) charged by the title company to provide additional coverage(s) as required by lender. Most common are the 8.1 (Environmental protection liens), PUD (certain violations of HOA covenants & encroachments), 102.5 (Foundation), 103.5 (Water rights) and 6.0 (variable interest rate mortgage).
7. RECORDING FEES..... Fees charged by the County Recorder's Office for recordation of appropriate instrument(s).
8. ACCOUNT SERVICING SETUP FEE..... A one-time fee charged by a company acting on behalf of the lender and borrower to setup the servicing of the loan according to the Note and mutual written instructions. May also be setup to impound for taxes/insurance. **NOTE: Collection setup fees do not include monthly service fees or close-out costs.**
9. INTEREST ADJUSTMENT..... An estimated amount of interest due at closing. Interest is collected in arrears and therefore must be collected from the last monthly loan payment to closing or payoff.
10. PAYOFF STATEMENT FEE..... A fee charged by the lender or collection company for payoff information.
11. PAYOFF PENALTY..... A prepayment penalty under a Promissory Note imposed by the lender when the loan is paid off before it is due.
12. RECONVEYANCE/SATISFACTION FEE..... A fee charged by the lender/trustee to execute the Deed of Reconveyance, or Satisfaction, when the existing note is paid off.
13. TRACKING FEE..... A fee charged by the escrow company to ensure that the releases of the seller's existing liens are recorded.
14. APPRAISAL..... A fee charged by an appraiser to render an opinion of value as of a specific date. Required by most lenders to obtain a loan.
15. APPLICATION FEE..... A fee charged by the lender to start the formal loan application. This may include charges such as a credit report, submission fee, etc.
16. ORIGATION FEE..... A loan processing fee charged by the lender for originating a new loan.
17. VA FUNDING FEE..... A fee charged by the Veteran's Administration to guarantee the loan of a qualified veteran.
18. LOAN DISCOUNT POINTS..... A fee charged by the lender to make a loan at a given interest rate. One point equals one percent of the total loan amount and fluctuates depending on the interest rate and availability of money for loans.
19. FHA/VA LOAN COSTS To be used **only** in conjunction with the lines in the Financing area of the Contract under "Other Loan Costs". Fees charged by the lender that **cannot** be paid by the buyer to process an FHA/VA loan. These costs could include, but are not limited to: tax service, document preparation, underwriting, bringdown endorsement, warehousing, assignment fees, etc. **VERIFY COSTS WITH LENDER.**
20. MISCELLANEOUS LOAN COSTS..... Fees charged by the lender to process the loan. See #19 above for examples.
21. FLOOD CERTIFICATION A fee charged by the lender to certify the flood plain status of the property. Normally, this report will determine if the lender will require flood insurance to obtain a loan on the property.
22. PREPAID INTEREST The amount of interest to cover the period from close of escrow until the beginning of the first payment.
23. TAX IMPOUND..... An amount for taxes required and collected by the lender/account servicing agent and held in the impound account to ensure adequate funds are available to pay the taxes. The amount varies according to the closing month.
BELOW IS A GUIDELINE, BUT CHECK WITH YOUR LENDER FOR EXACT NUMBER.
24. HAZARD INSURANCE..... The first annual premium, plus 2 months, for fire and extended coverage insurance to cover loss of the property. Usually called Homeowner's Insurance. In the event of a condominium property, coverage for personal property (contents) may also be needed.
25. MIP/PMI PREMIUM..... An insurance premium to protect the lender against loss incurred by loan default, thus enabling the lender to lend a higher percentage of the sale price. This is NOT life insurance that pays off the loan in case of death.
26. FIRE PROTECTION PRORATION An insurance premium to provide subscribers whose property is not located within a fire protection service area paid through the property taxes. This annual premium is normally paid in advance and therefore usually a charge to the buyer to reimburse the seller to continue coverage for the remaining period.
27. FLOOD INSURANCE The first annual premium, plus 2 months, for a form of hazard insurance that may be required by the lender as a condition of making the loan. **NOTE: Does NOT cover personal property — additional coverage is usually available.**
28. ASSUMPTION PROCESSING/TRANSFER FEE(S)..... All fees, including any assumption, transfer and/or processing fees charged by the lender to process the records of the existing loan into the buyer's name.
29. LOAN PAYMENT DUE..... The payment amount due from the seller at close of escrow and/or in the case of an assumption of the existing loan, the next payment due from the buyer.
30. BROKERAGE FEE A fee paid to a real estate broker as compensation for services rendered.
31. HOME WARRANTY POLICY..... A fee charged by a private company to cover specified defects. Coverage and deductibles vary with the provider and plan. Both new and resale homes may be warranted.
32. PROPERTY INSPECTION FEE(S)..... Fee(s) charged by a private company(s) or individual(s) to examine and report on the condition of a property.
33. WOOD INFESTATION REPORT..... A fee for a wood infestation report.
34. ENVIRONMENTAL INSPECTION FEE(S)..... Fee(s) charged by a qualified entity to inspect and tender a report addressing potential environmental issues, i.e. lead-based paint, water quality, hazardous waste, radon, asbestos, etc.
35. HOMEOWNER'S ASSOCIATION PRORATION... The amount at close of escrow that is due in payment of the Homeowner's Association Fee.
36. HOA TRANSFER FEE(S) Fee(s) charged by the HOA to transfer ownership records and/or bond.
37. HOA INSPECTION/CERTIFICATE FEE(S)..... Any inspection and/or certification fee(s). Normally paid by the seller.
38. EXPRESS AND/OR COURIER FEE(S)..... Fee(s) charged for the mailing and/or distribution of documents by express delivery system, i.e. Federal Express, Express Mail, or other overnight or local service.
39. REAL ESTATE TAX PRORATION..... An amount due for taxes accrued but not yet due and payable. Taxes are generally prorated to the day of closing. Verification for paid/unpaid taxes can be made through the County Treasurer's Office.
40. SEPTIC CERTIFICATION..... A fee charged to have a septic system certified that it is in good working order as required by local ordinance.
41. DYE TEST..... The cost of dye test performed to verify sewer connection.
42. PERC TEST..... A fee charged for a test, required by local ordinance, to determine the soil's ability to facilitate a septic system.
43. SURVEY..... A fee charged by a surveyor to define property boundaries.
44. ASSESSMENTS..... A lien on a property securing payment, i.e. public improvements, delinquent homeowner's association fees.

ADDENDUM

Document updated:
June 1993



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 dated _____ between the following Parties:
MO/DA/YR
3. Seller/Landlord: _____,
4. Buyer/Tenant: _____,
5. Premises: _____
6. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises:
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____
24. _____
25. _____
26. _____
27. _____
28. _____
29. _____
30. _____
31. _____
32. _____
33. _____
34. _____
35. _____
36. _____
37. _____
38. _____
39. _____
40. _____
41. _____
42. The undersigned agrees to the additional terms and conditions and acknowledges receipt of a copy hereof.

43. _____
44. Seller Buyer _____ MO/DA/YR Seller Buyer _____ MO/DA/YR
45. Landlord Tenant _____ Landlord Tenant _____
46. _____
47. Seller Buyer _____ MO/DA/YR Seller Buyer _____ MO/DA/YR
48. Landlord Tenant _____ Landlord Tenant _____

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





**TO ENSURE THAT YOU HAVE THE MOST
UP-TO-DATE AFFIDAVIT OF DISCLOSURE, PLEASE
CHECK [HTTP://WWW.AARONLINE.COM](http://www.aaronline.com)**

Affidavit of Disclosure

Pursuant to A.R.S. §33-422, a seller of five or fewer parcels of land, other than subdivided land, in an unincorporated area of a county, and any subsequent seller of such a parcel, shall furnish a written affidavit of disclosure, in substantially the same form set forth in the statute, to the buyer at least seven days before the transfer of the property. The buyer shall acknowledge receipt of the affidavit. The buyer has the right to rescind the sales transaction for a period of five days after receipt of the affidavit of disclosure. The seller must record the executed affidavit of disclosure at the same time that the deed is recorded.

Various statutes are referred to in the Affidavit of Disclosure. The seller should review these statutes before completing the Affidavit. Arizona statutes are available at www.azleg.state.az.us/ArizonaRevisedStatutes.asp.

The Affidavit of Disclosure also refers to various maps and information available on the State Real Estate Department's ("ADRE") website at www.azre.gov/.

The Affidavit of Disclosure should be used in conjunction with any other appropriate seller's property disclosure statement or other seller disclosure documentation.

No representation is made as to the legal validity or adequacy of the following Affidavit of Disclosure or the consequences thereof. If you desire legal advice, tax or other professional advice, please contact your attorney, tax advisor or other professional consultant.

The Legislature frequently adds to the Affidavit of Disclosure. The following Affidavit of Disclosure form may not be updated or revised for accuracy as statutory or case law changes.

Review the statutory requirements for the Affidavit at
www.azleg.state.az.us/FormatDocument.asp?inDoc=/ars/33/00422.htm&Title=33&DocType=ARS

You should not act upon this information without seeking independent legal counsel.



WHEN RECORDED MAIL TO:

AFFIDAVIT OF DISCLOSURE
PURSUANT TO A.R.S. §33-422

I, _____, _____ (“Seller(s)”) being duly sworn, hereby make this Affidavit of Disclosure relating to the real property situated in the unincorporated area of:

_____ County, State of Arizona, located at: _____ and
legally described as:

(Legal Description attached hereto as Exhibit “A”)

 (“Property”).

1. There is is not... legal access to the Property, as defined in A.R.S. §11-809. Unknown
Explain: _____

2. There is is not...physical access to the Property. Unknown
Explain: _____

3. There is is not...a statement from a licensed surveyor or engineer available stating whether the Property has physical access that is traversable by a two-wheel drive passenger motor vehicle.

4. The legal and physical access to the Property is is not... the same. Unknown Not applicable
Explain: _____



If access to the parcel is not traversable by emergency vehicles, the county and emergency service providers may not be held liable for any damages resulting from the inability to traverse the access to provide needed services.

5. The road(s) is/are publicly maintained privately maintained not maintained not applicable. If applicable, there is is not...a recorded road maintenance agreement.

If the roads are not publicly maintained, it is the responsibility of the Property owner(s) to maintain the roads and roads that are not improved to county standards and accepted for maintenance are not the county's responsibility.

6. A portion or all of the Property is is not...located in a FEMA designated regulatory floodplain. If the property is in a floodplain, it may be subject to floodplain regulation.

7. The Property is is not...subject to Fissures or Expansive Soils Unknown
Explain: _____

8. The following services are currently provided to the Property: water sewer electric natural gas single party telephone cable television services.

9. The Property is is not...served by a water supply that requires the transportation of water to the Property.

10. The Property is served by a private water company a municipal water provider a private well a shared well no well. If served by a shared well, the shared well is is not...a public water system, as defined by the Safe Drinking Water Act (42 United States Code §300f).

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, contact the water provider.

11. The Property does does not ...have an on-site wastewater treatment facility (i.e., standard septic or alternative system to treat and dispose of wastewater). Unknown. If applicable: a) the Property will will not...require installation of an on-site wastewater treatment facility; b) The on-site wastewater treatment facility has has not... been inspected.

12. The Property has has not ...been subject to a percolation test. Unknown

13. The Property does does not...meet the minimum applicable county zoning requirements of the applicable zoning designation.



14. The sale of the Property does does not... meet the requirements of A.R.S. §11-809 regarding land divisions. If those requirements are not met, the property owner may not be able to obtain a building permit. The seller or property owner shall disclose each of the deficiencies to the buyer.

Explain: _____

15. The Property is is not located in the clear zone of a military airport or ancillary military facility, as defined in A.R.S. §28-8461. (Maps are available at the State Real Estate Department's website.)

16. The Property is is not located in the high noise or accident potential zone of a military airport or ancillary military facility, as defined in A.R.S. §28-8461. (Maps are available at the State Real Estate Department's website.)

17. Notice: If the Property is located within the territory in the vicinity of a military airport or ancillary military facility the Property is required to comply with sound attenuation standards as prescribed by A.R.S. §28-8482. (Maps are available at the State Real Estate Department's website.)

18. The Property is is not located under military restricted airspace. Unknown. (Maps are available at the State Real Estate Department's website.)

19. The Property is is not located in a military electronics range as defined in A.R.S. §9-500.28 and A.R.S. §11-812. Unknown. (Maps are available at the State Real Estate Department's website.)

20. Use of the Property is is not limited in any way relating to an encumbrance of title due to a lis pendens, a court order or a state real estate department order of a pending legal action. If the use of the property is limited due to an encumbrance of title, the seller or property owner shall disclose the limitations to the buyer.

Explain: _____



This Affidavit of Disclosure supersedes any previously recorded Affidavit of Disclosure.

I certify under penalty of perjury that the information contained in this affidavit is true, complete and correct according to my best belief and knowledge.

Dated this _____ day of _____ by:
(DATE) (YEAR)

Seller's name (print): _____ Signature: _____

Seller's name (print): _____ Signature: _____

STATE OF ARIZONA)
) ss.
County of _____)

SUBSCRIBED AND SWORN before me this _____ day of _____ ,
(DATE) (YEAR)

by _____

Notary Public _____

My commission expires: _____
(DATE)

Buyer(s) hereby acknowledges receipt of a copy of this Affidavit of Disclosure this

_____ day of _____
(DATE) (YEAR)

Buyer's name (print): _____

Signature: _____

Buyer's name (print): _____

Signature: _____



"AS IS" ADDENDUM



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



- 1. Seller: _____,
- 2. Buyer: _____,
- 3. Premises Address: _____
- 4. Date: _____

5. The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the 6. above referenced Premises. All terms and conditions of the Contract are hereby included herein and delivery of all notices 7. and documentation shall be deemed delivered and received when sent as required by Section 8m of the Contract.

8. **A.** Seller and Buyer agree that the Premises is being sold in its existing condition ("AS IS") and Seller makes no warranty 9. to Buyer, either express or implied, as to the (1) condition of the Premises, including, but not limited to, Seller's Warranties 10. in Lines 166-168 of Section 5a, which Buyer hereby waives; (2) zoning of the Premises; or (3) Premises' fitness for any 11. particular use or purpose. However, Seller warrants and shall maintain and repair the Premises so that, pursuant to lines 12. 169-170, at the earlier of possession or COE, the Premises, including all additional existing personal property included 13. in the sale, will be in substantially the same condition as on the date of Contract acceptance and all personal property 14. not included in the sale and all debris will be removed from the Premises.

15. **B.** Buyer is advised to conduct independent inspection(s) and investigations regarding the Premises within the 16. Inspection Period as specified in Section 6a. Buyer retains the rights pursuant to Section 6j. Seller shall not 17. be obligated to correct any defects that may be discovered during Buyer's inspection(s) and 18. investigations or otherwise.

19. **C.** Notwithstanding the foregoing, if an On-Site Wastewater Treatment Facility (conventional septic or alternative 20. system) ("Facility") has been installed on the Premises, Seller and Buyer agree to complete and execute the AAR 21. On-Site Wastewater Treatment Facility Addendum and Seller agrees to pay for the Facility inspections, fees or 22. repairs as set forth therein.

23. **D.** Seller acknowledges that selling the Premises "AS IS" does not relieve Seller of the legal obligation to disclose all 24. known material latent defects to Buyer.

25. **E.** In the event that any provision contained in this Addendum conflicts in whole or in part with any of the terms 26. contained in the Contract, the provisions of this Addendum shall prevail and the conflicting terms are hereby 27. considered deleted and expressly waived by both Buyer and Seller.

28. **F.** Other Terms and Conditions:
29. _____
30. _____

31. **BUYER ACKNOWLEDGES THAT BUYER IS HEREBY ADVISED TO SEEK APPROPRIATE COUNSEL REGARDING**
32. **THE RISKS OF BUYING A PROPERTY IN "AS IS" CONDITION.**

33. Buyer recognizes, acknowledges, and agrees that Broker(s) are not qualified, nor licensed, to conduct due diligence with respect 34. to the premises or the surrounding area. Buyer is instructed to consult with qualified licensed professionals to assist in Buyer's due 35. diligence efforts. Because conducting due diligence with respect to the premises and the surrounding area is beyond the scope of 36. the Broker's expertise and licensing, Buyer expressly releases and holds harmless Broker(s) from liability for any defects or conditions 37. that could have been discovered by inspection or investigation. **Seller and Buyer hereby expressly release, hold harmless and** 38. **indemnify Broker(s) in this transaction from any and all liability and responsibility regarding financing, the condition,** 39. **square footage, lot lines, boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation,** 40. **building codes, governmental regulations, insurance or any other matter relating to the value or condition of the Premises.**

41. ^ BUYER'S SIGNATURE _____ MO/DA/YR ^ BUYER'S SIGNATURE _____ MO/DA/YR

42. ^ SELLER'S SIGNATURE _____ MO/DA/YR ^ SELLER'S SIGNATURE _____ MO/DA/YR



BUYER-BROKER EXCLUSIVE EMPLOYMENT AGREEMENT

Document updated:
February 2010



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1. **Buyer/Tenant:** _____ ("Buyer")

2. **Firm:** Keller Williams Southern Arizona **Salesperson:** Arthur Lambert ("Broker")
(FIRM NAME) (SALESPERSON'S NAME)

3. **Term:** This Agreement shall commence on _____ and expire at 11:59 p.m. on _____.

4. **Employment:** Broker agrees to:

5. a. locate Property meeting the following general description:

6. Residential Land Commercial Other: _____ ("Property")

7. b. negotiate at Buyer's direction to obtain acceptable terms and conditions for the purchase, exchange, option or lease of the Property;

8. c. assist Buyer during the transaction within the scope of Broker's expertise and licensing.

9. **Agency Relationship:** The agency relationship between Buyer and Broker shall be:

10. as set forth in the Real Estate Agency Disclosure and Election form.

11. Other: _____

12. **Retainer Fee:** Buyer agrees to pay Broker a non-refundable fee in the amount of \$ _____, which is earned when paid, for initial
13. consultation and research. This fee shall; or shall not be credited against any other compensation owed by Buyer to
14. Broker as pursuant to Lines 27 - 29.

15. **Property Viewings:** Buyer agrees to work exclusively with Broker and be accompanied by Broker on Buyer's first visit to any Property.

16. **If Broker does not accompany Buyer on the first visit to any Property, including a model home, new home/lot or "open house"**

17. **held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, seller or seller's broker may refuse to**

18. **compensate Broker, which will eliminate any credit against the compensation owed by Buyer to Broker.**

19. **Due Diligence:** Once an acceptable Property is located, Buyer agrees to act in good faith to acquire the Property and conduct any

20. inspections/investigations of the Property that Buyer deems material and/or important.

21. *Note: Buyer acknowledges that pursuant to Arizona law, Sellers, Lessors and Brokers are not obligated to disclose that a Property is*

22. *or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or occupied by a person*

23. *exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real*

24. *estate; or (3) located in the vicinity of a sex offender.*

25. **Buyer agrees to consult the Arizona Department of Real Estate Buyer Advisory provided by the Arizona Association of**

26. **REALTORS® at www.aaronline.com to assist in Buyer's inspections and investigations.**

27. **Compensation:** Buyer agrees to compensate Broker as follows:

28. The amount of compensation shall be: _____

29. or the compensation Broker receives from seller or seller's broker, whichever is greater. In either event, Buyer authorizes Broker to accept

30. compensation from seller or seller's broker, which shall be credited against any compensation owed by Buyer to Broker pursuant to this

31. Agreement. Broker's compensation shall be paid at the time of and as a condition of closing or as otherwise agreed upon in writing.

32. Buyer agrees to pay such compensation if within _____ calendar days after the termination of this Agreement, Buyer enters into an

33. agreement to purchase, exchange, option or lease any Property shown to Buyer or negotiated by Broker on behalf of the Buyer during the

34. term of this Agreement, unless Buyer has entered into a subsequent buyer-broker exclusive employment agreement with another broker.

35. If completion of any transaction is prevented by Buyer's breach or with the consent of Buyer other than as provided in the purchase

36. contract, the total compensation shall be due and payable by Buyer.

37. COMMISSIONS PAYABLE ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS® OR MULTIPLE

38. LISTING SERVICE OR IN ANY MANNER OTHER THAN AS NEGOTIATED BETWEEN BROKER AND BUYER.

>>



Buyer-Broker Exclusive Employment Agreement >>

39. **Additional Terms:** _____
 40. _____
 41. _____
 42. _____
 43. _____
 44. _____
 45. _____
 46. _____
 47. _____

48. **Equal Housing Opportunity:** Broker's policy is to abide by all local, state, and federal laws prohibiting discrimination against any individual or group of individuals. Broker has no duty to disclose the racial, ethnic, or religious composition of any neighborhood, community, or building, nor whether persons with disabilities are housed in any home or facility, except that the Broker may identify housing facilities meeting the needs of a disabled buyer.

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

54. **Alternative Dispute Resolution ("ADR"):** Buyer and Broker agree to mediate any dispute or claim arising out of or relating to this Agreement in accordance with the mediation procedures of the applicable state or local REALTOR® association or as otherwise agreed. 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. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

62. **Attorney Fees and Costs:** In any non-REALTOR® association proceeding to enforce the compensation due to Broker pursuant to this Agreement, the prevailing party shall be awarded their reasonable attorney fees and arbitration costs.

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

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

67. **Entire Agreement:** This Agreement, and any addenda and attachments, shall constitute the entire agreement between Buyer and Broker, shall supersede any other written or oral agreements between Buyer and Broker and can be modified only by a writing signed by Buyer and Broker.

70. **Capacity:** Buyer warrants that Buyer has the legal capacity, full power and authority to enter into this Agreement and consummate the transaction contemplated hereby on Buyer's own behalf or on behalf of the party Buyer represents, as appropriate.

72. **Acceptance:** Buyer hereby agrees to all of the terms and conditions herein and acknowledges receipt of a copy of this Agreement.

73. _____
 ^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

74. _____
 STREET CITY STATE ZIP CODE

75. _____
 TELEPHONE FAX

76. **Keller Williams Southern Arizona** _____
 FIRM NAME ^ SALESPERSON SIGNATURE MO/DA/YR
Arthur Lambert

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



COUNTER OFFER

Document updated:
February 2011



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1. This is a Counter Offer originated by the: Seller Buyer Landlord Tenant.
2. This is a Counter Offer to the Offer Counter Offer dated _____ between the following Parties:
MO/DA/YR
3. Seller/Landlord: _____
4. Buyer/Tenant: _____
5. Premises Address: _____
6. Acceptance of the above Offer and/or Counter Offer is contingent upon agreement to the following:
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____
22. _____
23. _____
24. _____

25. **Time for acceptance:** Unless acceptance of this Counter Offer is signed by all parties and a signed copy delivered pursuant to Section 8m of the Contract and received by the originating party's Broker named in Contract Section 8r or 9a as applicable by _____ at _____ a.m. p.m., Mountain Standard Time, this Counter Offer shall be considered withdrawn. Except as otherwise provided in this Counter Offer, the Parties accept and agree to all terms and conditions of the above offer / counter offer. Until this Counter Offer has been accepted in the manner described above, the Parties understand that the Premises can be sold or leased to someone else or either Party may withdraw the offer to buy, sell, or lease the Premises. The undersigned acknowledges receipt of a copy hereof.

32. _____ Date: _____ Time: _____
33. Seller Buyer Landlord Tenant
34. _____ Date: _____ Time: _____
35. Seller Buyer Landlord Tenant

RESPONSE

37. An additional Counter Offer is attached, and is incorporated by reference. If there is a conflict between this Counter Offer and the additional counter offer, the provisions of the additional counter offer shall be controlling.
39. _____ Date: _____ Time: _____
40. Seller Buyer Landlord Tenant
41. _____ Date: _____ Time: _____
42. Seller Buyer Landlord Tenant

ACCEPTANCE

44. The undersigned agrees to the terms and conditions of this Counter Offer and acknowledges receipt of a copy hereof.
45. _____ Date: _____ Time: _____
46. Seller Buyer Landlord Tenant
47. _____ Date: _____ Time: _____
48. Seller Buyer Landlord Tenant



DISCLOSURE OF BUYER AGENCY AND SELLER WAIVER AND CONFIRMATION (This is NOT an employment agreement)

Document updated:
August 2005



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Seller(s): _____

Buyer(s): _____

Property: _____

Firm Name ("Buyer's Broker"): Keller Williams Southern Arizona

acting through Arthur Lambert (Licensee's Name)

Arizona Department of Real Estate Rule R4-28-1102 requires that all negotiations be conducted exclusively through the Seller's broker or the Seller's broker's representative unless the Seller waives this requirement in writing and no licensed representative of the Seller's broker is available for 24 hours.

SELLER WAIVER AND CONFIRMATION

Seller has entered into an employment (listing) agreement with another broker pursuant to which the Seller's broker will not be present to negotiate the offer, and agrees that all offers will be presented and negotiated by the Buyer's Broker directly with Seller.

Seller waives the requirement that all negotiations be conducted exclusively through the Seller's broker or the Seller's broker's representative. Seller confirms that no licensed representative of Seller's broker will be available for 24 hours based on the Seller's agreement with the Seller's broker.

DISCLOSURE OF BUYER AGENCY

Seller acknowledges that Buyer's Broker is acting solely as Buyer's agent and Buyer's Broker is NOT representing Seller in regard to the Property. As Buyer's agent, Buyer's Broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting to Buyer. These duties require that all information given to Buyer's Broker by Seller regarding the Property and the transaction must be disclosed to Buyer. Further, all acts of Buyer's Broker are exclusively for the Buyer's benefit.

The undersigned Seller(s) hereby agrees to the terms and conditions herein and acknowledges receipt of a copy hereof.

^ SELLER'S SIGNATURE _____ MO/DA/YR _____

^ SELLER'S SIGNATURE _____ MO/DA/YR _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

Disclosure of Buyer Agency and Seller Waiver and Confirmation • Updated: August 2005
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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS (SALES)

Document updated:



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1. Premises Address: _____

2. **Lead Warning Statement:** Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint, which may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and to notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint or lead-based paint hazards is recommended prior to purchase.

1. SELLER'S DISCLOSURE (Seller must complete and initial sections a, b and c below)

9. (a) Lead-based paint and/or lead-based paint hazards (check either 1 or 2 below):

- 10. 1. Seller is aware that lead-based paint and/or lead-based paint hazards are present in the residence(s) and/or building(s) included in this sale. (Explain) _____
- 11. 2. Seller has no knowledge of any lead-based paint and/or lead-based paint hazards in the residence(s) and building(s) included in this sale.

(SELLER'S INITIALS REQUIRED) _____
SELLER SELLER

15. (b) Records and reports available to the seller (check either 1 or 2 below):

- 16. 1. Seller has provided the buyer with all available records and reports relating to lead-based paint and/or lead-based paint hazards in the residence(s) and building(s) included in the sale. (List documents) _____
- 17. 2. Seller has no reports or records relating to lead-based paint and/or lead-based paint hazards in the residence(s) and building(s) included in this sale.

(SELLER'S INITIALS REQUIRED) _____
SELLER SELLER

21. (c) Seller acknowledges Seller's obligation to disclose to any real estate agent(s) to whom the seller directly or indirectly is to pay compensation with regard to the transaction contemplated by this disclosure any known lead-based paint or lead-based paint hazards in the premises to be sold, as well as the existence of any reports or records relating to lead-based paint or lead-based paint hazards in the premises to be sold. Seller further acknowledges that this disclosure accurately reflects the entirety of the information provided by the seller to the agent(s) with regard to lead-based paint, lead-based paint hazards, and lead-based paint risk-assessment or inspection reports and records.

(SELLER'S INITIALS REQUIRED) _____
SELLER SELLER

2. BUYER'S ACKNOWLEDGMENT (Buyer must complete and initial sections a, b and c below)

27. (a) Buyer has read the information set forth above, and has received copies of the reports, records, or other materials listed above, if any.

(BUYER'S INITIALS REQUIRED) _____
BUYER BUYER

29. (b) Buyer has received the pamphlet *Protect Your Family From Lead in Your Home*.

(BUYER'S INITIALS REQUIRED) _____
BUYER BUYER

31. (c) Buyer has (check one):

- 32. Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- 34. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(BUYER'S INITIALS REQUIRED) _____
BUYER BUYER

3. AGENT'S ACKNOWLEDGMENT (Any real estate agent who is to receive compensation from the seller or the listing agent with regard to the transaction contemplated in this disclosure must initial below.)

37. The agent(s) whose initials appear below has (have) ensured the seller's compliance under the Residential Resale Lead-Based Paint Hazard Reduction Act of 1992 by the seller's use and completion of this disclosure form.

(AGENT'S INITIALS REQUIRED) _____
LISTING AGENT COOPERATING AGENT

40. **Certification of Accuracy:** By signing below, each signatory acknowledges that he or she has reviewed the above information, and certifies that, to the best of his or her knowledge, the information provided by the signatory is true and accurate.

42. ^ SELLER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

43. ^ SELLER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

44. ^ LISTING AGENT'S SIGNATURE MO/DA/YR ^ COOPERATING AGENT'S SIGNATURE MO/DA/YR

Arthur Lambert



LOAN STATUS UPDATE (LSU)

Document updated:
February 2011



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- Pursuant to Section 2e of the Contract Buyer shall deliver to Seller the AAR Loan Status Update ("LSU") describing the current
- status of the Buyer's proposed loan within five (5) days after Contract acceptance and hereby instructs lender to provide an updated
- LSU to Broker(s) and Seller upon request. "Lender" is indicated on lines 4 and 5.

4. **Lender:** _____
COMPANY ARIZONA LICENSE #

5. _____
LOAN OFFICER NMLS #

6. _____
ADDRESS CITY STATE ZIP

7. _____
EMAIL PHONE FAX

8. **Closing Loan Documents Delivery Date:** _____ **Close of Escrow Date:** _____

9. **Buyer(s):** _____

10. **Seller(s):** _____

11. **Premises Address:** _____

12. **City:** _____ **AZ Zip Code:** _____

PRE-QUALIFICATION INFORMATION

13. **Buyer is:** Married Unmarried Legally Separated

14. **Buyer** is is not relying on the sale or lease of a property to qualify for this loan.

15. **Buyer** is is not relying on Seller concessions for Buyer's loan costs including pre-pays, impounds, appraisal fees and Buyer's title and escrow fees. (Note: The amount that the Seller agrees to contribute, if any, shall be established in the Contract).

18. **Type of Loan:** Conventional FHA VA USDA Other: _____

19. **Occupancy Type:** Primary Secondary Non-Owner Occupied

20. **Property Type:** Single Family Residence Condominium Planned Unit Development Manufactured Home

21. Mobile Home Other: _____

22.

YES	NO	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 Lender has provided Buyer with the HUD form "For Your Protection: Get a Home Inspection" (FHA Loans Only).

23.

YES	NO	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 Lender has completed a verbal discussion with Buyer including a discussion of income, assets and debts.

24.

YES	NO	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 Lender has obtained a Tri-Merged Residential Credit Report

25. **Based on the information provided, Buyer can pre-qualify for a loan amount of: \$** _____

26. **provided that the total monthly housing payment does not exceed: \$** _____*

27. *This amount includes estimates for principal, interest, mortgage insurance, property taxes, property insurance, HOA fees, and flood insurance, if applicable.

29. **Interest rate not to exceed** _____ %

30. **Initial Requested Documentation:** Lender has received the following information from the Buyer:

31. (Additional documentation may be required).

32. <table border="0"><tr><td>YES</td><td>NO</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table> Paystubs	YES	NO	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	32. <table border="0"><tr><td>YES</td><td>NO</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table> Down Payment/Reserves Documentation	YES	NO	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
YES	NO	N/A											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
YES	NO	N/A											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
33. <table border="0"><tr><td>YES</td><td>NO</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table> W-2s	YES	NO	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	33. <table border="0"><tr><td>YES</td><td>NO</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table> Gift Documentation	YES	NO	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
YES	NO	N/A											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
YES	NO	N/A											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
34. <table border="0"><tr><td>YES</td><td>NO</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table> Personal Tax Returns	YES	NO	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	34. <table border="0"><tr><td>YES</td><td>NO</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table> Credit/Liability Documentation	YES	NO	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
YES	NO	N/A											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
YES	NO	N/A											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
35. <table border="0"><tr><td>YES</td><td>NO</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table> Corporate Tax Returns	YES	NO	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	35. <table border="0"><tr><td>YES</td><td>NO</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table> Other: _____	YES	NO	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
YES	NO	N/A											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
YES	NO	N/A											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											

36. **Additional comments:** _____

37. Buyer has instructed, and Lender agrees to provide loan status updates on this AAR Loan Status Update form to Seller and Broker(s) within five (5) days of Contract acceptance pursuant to Section 2e of the Contract and upon request thereafter.

39. Buyer intends to proceed with the above referenced Lender on the terms described herein. Buyer acknowledges receipt of a copy hereof.

40. _____

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



Loan Status Update (LSU) >>

Premises Address: _____

DOCUMENTATION

YES	NO		DATE COMPLETED	LENDER INITIALS
<input type="checkbox"/>	<input type="checkbox"/>	Lender has received the Contract and all Addenda	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	Lender has sent initial Good Faith Estimate and Truth in Lending (TIL) Disclosures	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	Lender has received a signed Application/1003 and disclosures	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	Lender has identified down payment source	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	Lender has received and reviewed the Title Commitment	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	Payment for the appraisal has been received	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	Lender has ordered the appraisal	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	Buyer has locked the interest rate and points with Lender	_____	_____
		Lock expiration date _____		
<input type="checkbox"/>	<input type="checkbox"/>	Lender has received the Initial Requested Documentation listed on lines 32-35	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	Appraisal received and the Premises appraised for at least the purchase price	_____	_____

UNDERWRITING AND APPROVAL

<input type="checkbox"/>	<input type="checkbox"/>	Lender has submitted the loan package to the Underwriter	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	Lender has obtained loan approval with Prior to Document ("PTD") Conditions	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	Appraisal conditions have been met	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	Buyer has loan approval without PTD Conditions	_____	_____

CLOSING

<input type="checkbox"/>	<input type="checkbox"/>	Lender has ordered the Closing Loan Documents ("DOCs") and Instructions	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	Lender has sent the DOCs to the Escrow Company	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	Lender has received the pre-audit from Escrow Company	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	Lender has approved the pre-audit from Escrow Company	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	Lender has received signed DOCs from all parties	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	All lender Quality Control Reviews have been completed	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	All Prior to Funding ("PTF") Conditions have been met and buyer has obtained	_____	_____
		loan approval without conditions		
<input type="checkbox"/>	<input type="checkbox"/>	Funds have been ordered	_____	_____
<input type="checkbox"/>	<input type="checkbox"/>	All funds have been received by Escrow Company	_____	_____

66. **Close of escrow occurs when the deed has been recorded at the appropriate county recorder's office.**

67. _____
 ^ LOAN OFFICER'S SIGNATURE MO/DA/YR





MOLD DISCLOSURE



Address of Premises: _____
STREET CITY STATE ZIP

Recently, substantial attention has been given to the possible health effects of mold in homes, apartments and commercial buildings. Mold found inside such buildings is referred to as indoor mold and is categorized as being either toxic or nontoxic. Certain types of toxic indoor molds may cause health problems in some people while triggering only common allergic responses in others. Non-toxic indoor molds are ordinarily no more than a common nuisance.

The existence of indoor mold is often not detectable by a visual inspection and therefore can go undetected by Real Estate Agents, Sellers/Landlords and even Professional Home Inspectors. The only certain way to determine if the premises you are purchasing/or leasing contains harmful or toxic indoor mold or other airborne health hazards is to retain an environmental expert to perform an indoor air quality test. If past or present existence of any toxic or non-toxic mold, water intrusion or moisture has been disclosed to you, or discovered by you, you should have that condition professionally evaluated.

The Broker(s) recommends that every Buyer/Tenant should consider having an indoor air quality test and/or other health hazard test performed by an environmental expert as part of their inspection rights under their Purchase Contract/ or prior to signing their Lease. This is particularly important if any of the inspection reports or disclosure documents indicate the existence of past or present moisture, standing water, visible water stains, or water intrusion in the Premises.

All inspections, including those to detect the existence of indoor mold or other health hazards, should be completed within the time provided for inspections in the Purchase Contract/or prior to signing the Lease. Any waiver or failure on the part of the Buyer/Tenant to complete all desired inspections and tests within the time provided in the Contract/Lease, including those for indoor mold or other health hazards, is contrary to the advice and recommendations of the Broker(s) and Agent(s).

The Broker(s) and Agent(s) have no knowledge of whether the Premises may have either toxic or non-toxic indoor mold and they hereby acknowledge that they have not been informed of the existence of any indoor mold problems by the Seller/Landlord or any other individual. Also, the Broker(s) and Agent(s) have not and cannot verify, unless the existence of mold is plainly visible, whether or not there is now or ever has been any indication of indoor mold in the Premises. If mold is visible inside the Premises, it is hereby acknowledged by Buyer/Tenant that Broker(s) and Agent(s) are not qualified to verify or identify whether the visible mold is toxic or non-toxic or whether or not there is any existing health risk that may be associated with such mold in or on the Premises.

If you have any questions about indoor mold in or about the Premises, or about potential health problems which may result from toxic and non-toxic mold, the Broker(s) and Agent(s) strongly recommend seeking advice from an environmental expert.

Buyer/Tenant acknowledges having received and read a copy of the foregoing information pertaining to mold. Buyer/Tenant agrees that if there are any questions pertaining to same, the Buyer/Tenant will seek professional advice in a timely manner. The Buyer/Tenant has not and will not rely on the Broker(s) and/or Agent(s) to furnish such advice. The Buyer/Tenant acknowledges that Buyer/Tenant has received no advice and/or information other than this form, pertaining to mold from either the Broker(s), Agent(s), and/or Seller/Landlord.

BUYER/TENANT SPECIFICALLY RELEASES, HOLDS HARMLESS AND INDEMNIFIES BROKER(S) AND AGENT(S) FROM ANY LIABILITY FOR ANY MOLD FOUND ON THE PREMISES WHICH COULD HAVE BEEN DISCOVERED BY SUCH INSPECTIONS.

Initials Required: _____
BUYER/TENANT BUYER/TENANT

BUYER/TENANT SIGNATURE MO/DA/YR

BUYER/TENANT SIGNATURE MO/DA/YR

ON-SITE WASTEWATER TREATMENT FACILITY ADDENDUM

Document updated:
October 2006



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- 1. Seller: _____
- 2. Buyer: _____
- 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 6. referenced Premises.

7. An On-Site Wastewater Treatment Facility (conventional septic or alternative system) ("Facility") has been installed on the 8. Premises/Property. The Arizona Department of Environmental Quality ("ADEQ") rules require a pre-transfer inspection and transfer 9. of ownership of the Facility whenever a Premise/Property is sold or otherwise transferred.

10. **Facility Documents:** Seller shall deliver to Buyer copies of all documents pertaining to the Facility in Seller's possession within five (5) 11. days after Contract acceptance. Buyer shall provide notice of any items disapproved within the Inspection Period or five (5) days after 12. receipt of the documents, whichever is later.

13. **Facility Inspection:** Seller shall have the Facility inspected at Seller's expense within six (6) months prior to Close of Escrow, but in no 14. event later than **three (3) days prior to Close of Escrow**, by an inspector recognized by the applicable governmental authority as qualified 15. to inspect the type of Facility installed on the Premises. Seller shall deliver the completed report of inspection to the Buyer upon receipt.

16. **Repair Costs:** Seller shall pay for repairs to correct physical or operational deficiencies in the Facility identified by the Facility 17. inspector, provided that such repairs do not exceed one percent (1%) of the purchase price or \$ _____ . 18. If repair costs exceed the amount that the Seller agrees to pay: (i) Buyer may immediately cancel this Contract or (ii) Seller may cancel 19. this Contract unless Buyer agrees in writing to pay such costs in excess of the amount that the Seller is obligated to pay.

20. **Notice of Transfer:** Buyer shall deliver to Escrow Company a completed Arizona Department of Environmental Quality Notice of 21. Transfer of Ownership of an On-Site Wastewater Treatment Facility form ("Notice of Transfer") prior to Close of Escrow. Escrow 22. Company is instructed to file the Notice of Transfer and the filing fee(s) with the applicable governmental authority **at Close of Escrow**.

23. **Notice of Transfer Filing Fee:** The Notice of Transfer Filing Fee and any other Facility transfer of ownership fees shall be paid by: 24. Buyer Seller

- 25. **Additional Terms:** _____
- 26. _____
- 27. _____
- 28. _____
- 29. _____
- 30. _____
- 31. _____

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

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



PRE-QUALIFICATION FORM



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PRE-QUALIFICATION INFORMATION

- Purpose:** This Pre-Qualification Form is to be used in conjunction with an AAR Residential Resale Real Estate Purchase Contract
- ("Contract") and is to be completed by the Lender as indicated on lines 34 and 35.

3. Lender has consulted with _____ ("Buyer") and submits the following:

4. **Buyer is:** Married Unmarried Legally Separated

5. **Buyer** is is not relying on the sale or lease of a property to qualify for this loan.

6. **Buyer** is is not relying on Seller concessions for Buyer's loan costs including pre-pays, impounds, appraisal fees and Buyer's title and escrow fees. (Note: The amount that the Seller agrees to contribute, if any, shall be established in the Contract).

9. **Type of Loan:** Conventional FHA VA USDA Other: _____

10. **Occupancy Type:** Primary Secondary Non-Owner Occupied

11. **Property Type:** Single Family Residence Condominium Planned Unit Development Manufactured Home

12. Mobile Home Other: _____

13.

YES	NO	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 Lender has provided Buyer with the HUD form "For Your Protection: Get a Home Inspection" (FHA Loans Only).

14.

YES	NO	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 Lender has completed a verbal discussion with Buyer including a discussion of income, assets and debts.

15.

YES	NO	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 Lender has obtained a Tri-Merged Residential Credit Report

16. **Based on the information provided, Buyer can pre-qualify for a loan amount of: \$** _____ ,

17. assuming a monthly principal and interest loan payment of \$ _____ , **provided that the total monthly**

18. **housing payment** (which includes principal, interest, mortgage insurance, property taxes, homeowner's insurance, HOA, and flood

19. insurance, if applicable) **does not exceed: \$** _____

20. **Interest rate not to exceed** _____ %

21. **Initial Requested Documentation:** Lender has received the following information from the Buyer:

22. (Additional documentation may be required).

23. <table border="0"><tr><td>YES</td><td>NO</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table> Paystubs	YES	NO	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. <table border="0"><tr><td>YES</td><td>NO</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table> Down Payment/Reserves Documentation	YES	NO	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
YES	NO	N/A											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
YES	NO	N/A											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
24. <table border="0"><tr><td>YES</td><td>NO</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table> W-2s	YES	NO	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. <table border="0"><tr><td>YES</td><td>NO</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table> Gift Documentation	YES	NO	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
YES	NO	N/A											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
YES	NO	N/A											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
25. <table border="0"><tr><td>YES</td><td>NO</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table> Personal Tax Returns	YES	NO	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25. <table border="0"><tr><td>YES</td><td>NO</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table> Credit/Liability Documentation	YES	NO	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
YES	NO	N/A											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
YES	NO	N/A											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
26. <table border="0"><tr><td>YES</td><td>NO</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table> Corporate Tax Returns	YES	NO	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26. <table border="0"><tr><td>YES</td><td>NO</td><td>N/A</td></tr><tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table> Other: _____	YES	NO	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
YES	NO	N/A											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
YES	NO	N/A											
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											

27. Additional comments: _____

28. Buyer has instructed, and Lender agrees to provide loan status updates on this AAR Loan Status Update form to Seller and Broker(s)

29. within five (5) days of Contract acceptance pursuant to Section 2e of the Contract and upon request thereafter.

LENDER INFORMATION

30. The lender identified below has prepared the information listed above with the Buyer(s) and has completed the above action points noted. This information does not constitute loan approval. All information provided must be approved by an underwriter, and any material change in the Buyer's credit or financial profile will render this pre-qualification null and void.

33. The above pre-qualification expires on _____ DATE .

34. **Lender:** _____ COMPANY ARIZONA LICENSE # _____

35. _____ LOAN OFFICER NMLS # _____

36. ADDRESS CITY STATE ZIP

37. EMAIL PHONE FAX

38. ^ LOAN OFFICER'S SIGNATURE MO/DA/YR

39. **Buyer acknowledges receipt of a copy hereof and grants permission to Broker to submit this Pre-Qualification form with Contract.**

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



REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated:
January 2009



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1. Firm Name ("Broker") Keller Williams Southern Arizona
2. acting through Arthur Lambert hereby makes the following disclosure.
LICENSEE'S NAME

DISCLOSURE

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

ELECTION

- 33. Buyer or Tenant Election (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker (check any that apply):
 - 34. represent the Buyer as Buyer's Broker.
 - 35. represent the Seller as Seller's Broker.
 - 36. 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.
- 39. Seller or Landlord Election (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply):
 - 40. represent the Buyer as Buyer's Broker.
 - 41. represent the Seller as Seller's Broker.
 - 42. 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.

45. The undersigned Buyer(s) or Seller(s) acknowledge that this document is a disclosure of duties. This document is not an employment agreement.

46. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

47. _____ ^ PRINT NAME ^ PRINT NAME

48. _____ ^ SIGNED MO/DA/YR ^ SIGNED MO/DA/YR



REQUEST FOR LOAN INFORMATION

Keller Williams



We have recently listed our property for sale with the Broker named below. We hereby request and authorize you to furnish our Broker with the requested information concerning our loan. This information is necessary to determine our equity and to provide other pertinent information necessary to consummate a sale. We understand this information is to be used only in connection with the listing for sale of our property and that it does not constitute an assumption or payoff statement or a loan commitment for a Buyer. This is not a request for a credit rating. **Please consider this as our notice of intent to prepay.**

LOAN SERVICING DEPARTMENT

TO
LENDER

FIRM NAME		
STREET ADDRESS		
CITY	STATE	ZIP

Thank you,

X _____
OWNER/BORROWER (SIGNATURE)

Date: _____
MO/DA/YR

Borrower Name: _____ Loan Number: _____
Property Address: _____ City: _____ AZ., Zip _____

ALL QUESTIONS TO BE ANSWERED BY LENDER

TYPE OF LOAN:

- Fixed Rate Conventional Adjustable Conventional
- Is this Loan? FNMA FHLMC
- FHA _____ VA
- Other: _____
- (If adjustable, please send statement showing schedules, cap rates and ceilings)

ASSUMABILITY:

- Is this Loan assumable? No Yes
- If yes, transfer fee: _____
- Must Buyer qualify for assumption? Yes No
- Will interest rate escalate at close? No Yes
- If yes, new rate will be _____ %.

LOAN AMOUNT:

- Original Loan Amount \$ _____
- Current Balance \$ _____
- Loan Origination Date: _____ Maturity Date: _____
MO/DA/YR MO/DA/YR

OTHER REQUIRED INFORMATION:

- Prepayment penalty? No Yes, _____
- If a new loan is financed through your lending institution, will the prepayment penalty be waived? Yes No
- Is flood insurance required No Yes
- Are there any Blended or Preferred rates available?
 No Yes, _____
- Impound Account Balance: \$ _____
- Is there Balloon Payment? No Yes, due on _____
MO/DA/YR
- Is there a Call Option? No Yes, due on _____
MO/DA/YR
- Can this loan be wrapped? Yes No
- Is there a buydown or subsidy in effect? Yes No

PAYMENT INFORMATION:

- Monthly Payment Amount \$ _____ PI PITI
- Is Loan current? Yes No, paid to _____
MO/DA/YR

INTEREST RATE:

- Current interest rate: _____ %

The information on this form is not a statement of policy nor a payoff quotation and applies only to the loan described as of the date indicated below:

Name of Lender's Agent (please print or type) _____ Date _____
Phone No. (_____) _____ Ext. _____ FAX No. (_____) _____
MO/DA/YR

RETURN COMPLETED COPY TO:

TO
BROKER

AGENT'S NAME		
FIRM NAME		
STREET ADDRESS		
CITY	STATE	ZIP

A Stamped, Self-Addressed Envelope is Enclosed.

Phone No. _____

FAX No. _____

This form is available for use by the entire real estate industry. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics.

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This Form Available Through Your Local Board of REALTORS®

(1297-42 R4LI Rev 4/91)

RESIDENTIAL BUYER'S INSPECTION NOTICE AND SELLER'S RESPONSE

Document updated:
February 2011



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

BUYER INSPECTIONS AND INVESTIGATIONS COMPLETED

(See Section 6j)

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

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

Buyer has verified all information deemed important including:

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

Buyer acknowledges that:

- (a) All desired Inspection Period inspections and investigations must be completed prior to delivering this notice to Seller;
- (b) All Inspection Period items disapproved must be provided in this notice;
- (c) Items disapproved shall not include warranted items (see page 2 regarding notice of non-working warranted items);
- (d) Buyer's election is limited to the options specified below;
- (e) Buyer is not entitled to change or modify Buyer's election after this notice is delivered to Seller.

Buyer elects as follows:

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

Items disapproved: _____

Notice of non-working warranted items: See page 2 >>



Premises Address: _____

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

^ BUYER'S SIGNATURE _____ MO/DA/YR ^ BUYER'S SIGNATURE _____ MO/DA/YR

NOTICE OF NON-WORKING WARRANTED ITEMS

Pursuant to Section 5a of the Contract the Seller is obligated to maintain and repair the Premises so that at the earlier of possession or COE all warranted items will be in working condition. To comply with Section 6k of the Contract, Buyer provides Seller with notice of the following non-working warranted item(s) of which Buyer has become aware during the Inspection Period.

^ BUYER'S SIGNATURE _____ MO/DA/YR ^ BUYER'S SIGNATURE _____ MO/DA/YR

BUYER'S WAIVER OF INSPECTIONS

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

^ BUYER'S SIGNATURE _____ MO/DA/YR ^ BUYER'S SIGNATURE _____ MO/DA/YR

>>



**ARIZONA REGIONAL MULTIPLE LISTING SERVICE INC.
SOLD/CHANGE FORM**

COMPLETE THIS SECTION FOR ALL CHANGES

R¹Listing Number: _____ R¹Listing Agent ID: _____ R¹Listing Office Code: _____
 R : _____ R : _____ R : _____
 House/Street Number Compass Pt Street Name
 R
 ST/RD/LN/ETC Building Number Unit Number

Have the changes on this form been entered into the MLS system? YES No By Whom: _____ Date: _____

COMPLETE THIS SECTION TO REPORT STATUS, EXPIRATION & PRICE CHANGES

(See Page 2 For Entry of Pending, Sold and Leased Information)

Back On The Market: R : _____ **Temporarily-Off-Market:** R : _____
 Back On Market Date (Month / Day / Year) Off-Market Date (Month/Day/Year)

Cancellation: R : _____ **Extend Expiration Date:** R : _____
 Off-Market Date (Month/Day/Year) New Expiration Date (Month/Day/Year)

Reduce List Price R : _____ **Raise List Price:** R : _____
 Enter Reduced List Price (Whole Dollars) New List Price (Whole Dollars)

**THIS DOCUMENT, WHEN SIGNED, BECOMES AN EXTENSION OF, OR ADDITION TO, THE ORIGINAL LISTING AGREEMENT
BETWEEN OWNER AND LISTING BROKER.**

Owner's Signature _____ Date _____

(Broker's Signature Required On Bottom of This Page)

COMPLETE THIS SECTION TO CHANGE KEYWORD OR FEATURE INFORMATION (Status Change Name = UPDL)

Under "Keyword/Feature Name", enter the keyword or feature abbreviation, from the profile sheet, for each field that needs to be changed. Under "Enter New Information", enter the complete corrected information. For example, assume that taxes and fireplace information is incorrect for a residential (Class 1) listing. To correct the taxes to \$1,500.00 write TX as the "Keyword/Feature Name" and write 1500 as the "New Information". If the correct fireplace information should be one fireplace in the living room, then write in FP for the "Keyword/Feature Name" and write AE in the "New Information" field.

Keyword/Feature Name:	Enter New Information
	:
	:
	:
	:
	:
	:
	:

COMPLETE THIS SECTION TO CHANGE DIRECTIONS (Status Change Name = UPDL)

Cross Street:
 (Starting Point For Directions - Max 39 characters)

Directions:

(Max 120 characters)

Broker's Signature _____ Date _____

COMPLETE THIS SECTION TO MAKE CHANGES TO REMARKS LINES

Public Remarks:

(Max 480 characters)

Realtor Remarks:

(Max 80 characters)

**COMPLETE THIS SECTION TO CHANGE THE STATUS OF THE LISTING TO
SALE PENDING (PND) OR ACTIVE WITH CONTINGENCIES (AWC) OR Sold (SLD)**

RSTATUS:

(PND=Change to Pending)

(AWC-C = Active with Contingency (Purchase is contingent on the sale of the buyer's property); AWC-I = Active with Contingency (Seller has instructed the Listing Agent to continue to market the property for back up offers); AWC-O = Active with Contingency (There is an existing option to purchase the property)).

(SLD=Change to Sold)

R

Contract Date (Month/Day/Year)

R

Close of Escrow Date (Month/Day/Year)

R

Sales Price (Whole Dollars)

R

Selling Office Broker Code

R

Loan Type

R

Loan Years

R

Payment Type

R

Selling Agent ID Number

R

Closing Cost Split

R

Points Paid By Buyer

R

Points Paid By Seller

COMPLETE THIS SECTION TO CHANGE THE STATUS OF A LISTING TO LEASED (Status Change = LEA)

R

Contract Date (Month/Day/Year)

R

Date Lease Signed (Month/Day/Year)

R

Lease Price (Whole Dollars)

R

Leasing Office Broker Code

R

Leasing Agent ID Number

Revision Date: 9/7/2004

BUYER ATTACHMENT

Document updated:
February 2011



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:

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

You can obtain information through the Buyer's Advisory at <http://www.aaronline.com>.

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.*

Buyer's Check List

Buyer Attachment • Updated: February 2011

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RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated:
February 2011



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



1. PROPERTY

- 1a. 1. **BUYER:** _____
BUYER'S NAME(S)
2. **SELLER:** _____ or as identified in section 9c.
SELLER'S NAME(S)
3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
4. or incidental thereto, plus the personal property described herein (collectively the "Premises").
- 1b. 5. Premises Address: _____ Assessor's #: _____
6. City: _____ County: _____ AZ, Zip Code: _____
7. Legal Description: _____
- 1c. 8. \$ _____ Full Purchase Price, paid as outlined below
9. \$ _____ Earnest money
10. \$ _____
11. \$ _____
12. _____
13. _____
14. _____
- 1d. 15. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office. Buyer
16. and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing documents,
17. and perform all other acts necessary in sufficient time to allow COE to occur on
18. _____, 20____ ("COE Date"). If Escrow Company or recorder's office is closed on COE Date,
MONTH DAY YEAR
19. COE shall occur on the next day that both are open for business.
20. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
21. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds to
22. Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.
- 1e. 23. **Possession:** Seller shall deliver possession, occupancy, existing keys and/or means to operate all locks, mailbox, security
24. system/alarms, and all common area facilities to Buyer at COE or _____.
25. Broker(s) recommend that the parties seek appropriate counsel from insurance, legal, tax, and accounting professionals regarding
26. the risks of pre-possession or post-possession of the Premises.
- 1f. 27. **Addenda Incorporated:** AS IS Additional Clause Assumption and Carryback Buyer Contingency Domestic Water Well
28. H.O.A. Lead-Based Paint Disclosure On-site Wastewater Treatment Facility Short Sale
29. Other: _____
- 1g. 30. **Fixtures and Personal Property:** Seller agrees that all existing fixtures on the Premises, and any existing personal property
31. specified herein, shall be included in this sale, including the following:
32. • free-standing range/oven • light fixtures • draperies and other window coverings
33. • ceiling fans • towel, curtain and drapery rods • shutters and awnings
34. • attached floor coverings • flush-mounted speakers • water-misting systems
35. • window and door screens, sun screens • storm windows and doors • solar systems
36. • garage door openers and controls • attached media antennas/ • mailbox
37. • outdoor landscaping, fountains, and lighting • satellite dishes • central vacuum, hose, and attachments
38. • pellet, wood-burning or gas-log stoves • attached fireplace equipment • built-in appliances
39. • storage sheds • timers

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BUYER	BUYER



- 40. If owned by the Seller, the following items also are included in this sale:
- 41. • pool and spa equipment (including any mechanical or other cleaning systems)
- 42. • security and/or fire systems and/or alarms
- 43. • water softeners
- 44. • water purification systems
- 45. **Additional existing personal property included in this sale** (if checked): refrigerator washer dryer as described:
- 46. _____
- 47. _____
- 48. Other: _____
- 49. _____
- 50. Additional existing personal property included shall not be considered part of the Premises and shall be transferred with no monetary
- 51. value, and free and clear of all liens or encumbrances.
- 52. Fixtures and leased items NOT included: _____
- 53. **IF THIS IS AN ALL CASH SALE, GO TO SECTION 3.**

2. FINANCING

- 2a. 54. **Pre-Qualification:** A completed AAR Pre-Qualification Form is is not attached hereto and incorporated herein by reference.
- 2b. 55. **Loan Contingency:** Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval for the loan described
- 56. in the AAR Loan Status Update ("LSU") form without Prior to Document ("PTD") conditions no later than three (3) days prior to the
- 57. COE Date. If Buyer is unable to obtain loan approval without PTD conditions, Buyer shall deliver a notice of the inability to obtain
- 58. loan approval without PTD conditions to Seller or Escrow Company no later than three (3) days prior to the COE Date.
- 2c. 59. **Unfulfilled Loan Contingency:** This Contract shall be cancelled and Buyer shall be entitled to a return of the earnest money if after
- 60. diligent and good faith effort, Buyer is unable to obtain loan approval without PTD conditions no later than three (3) days prior to the
- 61. COE Date. Buyer acknowledges that prepaid items paid separately from earnest money are not refundable.
- 2d. 62. **Interest Rate / Necessary Funds:** Buyer agrees that (i) the inability to obtain loan approval due to the failure to lock the interest
- 63. rate and "points" by separate written agreement with the lender during the Inspection Period or (ii) the failure to have the down
- 64. payment or other funds due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not
- 65. an unfulfilled loan contingency.
- 2e. 66. **Loan Status Update:** Buyer shall deliver to Seller the LSU with at a minimum lines 1-40 completed describing the current status
- 67. of the Buyer's proposed loan within five (5) days after Contract acceptance and instruct lender to provide an updated LSU to
- 68. Broker(s) and Seller upon request.
- 2f. 69. **Loan Application:** Unless previously completed, during the Inspection Period, Buyer shall (i) complete, sign and deliver to the
- 70. lender a loan application and grant lender permission to access Buyer's Trimerged Residential Credit Report; and (ii) provide
- 71. to lender all initial requested signed disclosures and **Initial Requested Documentation** listed in the LSU on lines 32-35.
- 2g. 72. **Loan Processing During Escrow:** Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all
- 73. additional documentation required. **Buyer shall sign all loan documents no later than three (3) days prior to the COE Date.**
- 2h. 74. **Type of Financing:** Conventional FHA VA USDA Assumption Seller Carryback _____
- 75. (If financing is to be other than new financing, see attached addendum.)
- 2i. 76. **Loan Costs:** All costs of obtaining the loan shall be paid by the Buyer, unless otherwise provided for herein.
- 2j. 77. **Seller Concessions (if any):** In addition to the other costs Seller has agreed to pay herein, Seller agrees to pay up to _____ %
- 78. of the Purchase Price or \$ _____ for Buyer's loan costs including pre-pays, impounds and Buyer's title / escrow closing costs.
- 2k. 79. **VA Loan Costs:** In the event of a VA loan, Seller agrees to pay the escrow fee and up to \$ _____ of loan costs not
- 80. permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein, including Seller's concessions.
- 2l. 81. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the
- 82. Pre-Qualification Form if attached hereto or LSU provided within five (5) days after Contract acceptance and shall only make any
- 83. such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan
- 84. approval without PTD conditions, increase Seller's closing costs, or delay COE.
- 2m. 85. **Appraisal Contingency:** Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises acceptable to
- 86. lender for at least the purchase price. If the Premises fails to appraise for the purchase price in any appraisal required by lender,
- 87. Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a refund of the Earnest Money or the
- 88. appraisal contingency shall be waived.
- 2n. 89. **Appraisal Fee(s):** Appraisal Fee(s), when required by lender, shall be paid by Buyer Seller Other _____
- 90. Appraisal Fee(s) are are not included in Seller's Concessions, if applicable.

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BUYER	BUYER



Residential Resale Real Estate Purchase Contract >>

3. TITLE AND ESCROW

3a. 91. Escrow: This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:

93. _____
"ESCROW/TITLE COMPANY"

94. _____
ADDRESS CITY STATE ZIP

95. _____
EMAIL PHONE FAX

3b. 96. Title and Vesting: Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and tax consequences. Buyer should obtain legal and tax advice.

3c. 98. Title Commitment and Title Insurance: Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, addressed pursuant to 8t and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements. Buyer shall have five (5) days after receipt of the Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to Seller of any items disapproved. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements and all other matters of record. Buyer shall be provided at Seller's expense an American Land Title Association ("ALTA") Homeowner's Title Insurance Policy, or if not available, an ALTA Residential Title Insurance Policy ("Plain Language"/"1-4 units") or, if not available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire extended coverage at Buyer's own additional expense. If applicable, Buyer shall pay the cost of obtaining the ALTA Lender Title Insurance Policy.

3d. 108. Additional Instructions: (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of the Buyer to any homeowner's association in which the Premises is located. (ii) If the Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.

3e. 118. Tax Prorations: Real property taxes payable by the Seller shall be prorated to COE based upon the latest tax information available.

3f. 119. Release of Earnest Money: In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to the release of Earnest Money.

3g. 124. Prorations of Assessments and Fees: All assessments and fees that are not a lien as of the COE, including homeowner's association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, and service contracts, shall be prorated as of COE or Other: _____

3h. 127. Assessment Liens: The amount of any assessment, other than homeowner's association assessments, that is a lien as of the COE, shall be paid in full by Seller prorated and assumed by Buyer. Any assessment that becomes a lien after COE is the Buyer's responsibility.

3i. 130. IRS and FIRPTA Reporting: Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller acknowledge that if the Seller is a foreign person, the Buyer must withhold a tax equal to 10% of the purchase price, unless an exemption applies.

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4. DISCLOSURE

- 4a. 134. **Seller Property Disclosure Statement ("SPDS"):** Seller shall deliver a completed AAR Residential SPDS form to the Buyer within 135. five (5) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Inspection Period or 136. five (5) days after receipt of the SPDS, whichever is later.
- 4b. 137. **Insurance Claims History:** Seller shall deliver to Buyer a written five-year insurance claims history regarding Premises (or a claims 138. history for the length of time Seller has owned the Premises if less than five years) from Seller's insurance company or an insurance 139. support organization or consumer reporting agency, or if unavailable from these sources, from Seller, within five (5) days after Contract 140. acceptance. (Seller may obscure any reference to date of birth or social security number from the document). Buyer shall provide 141. notice of any items disapproved within the Inspection Period or five (5) days after receipt of the claims history, whichever is later.
- 4c. 142. **Lead-Based Paint Disclosure:** If the Premises were built prior to 1978, the Seller shall: (i) notify the Buyer of any known lead-based 143. paint ("LBP") or LBP hazards in the Premises; (ii) provide the Buyer with any LBP risk assessments or inspections of the Premises in 144. the Seller's possession; (iii) provide the Buyer with the Disclosure of Information on Lead-based Paint and Lead-based Paint 145. Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family 146. from Lead in Your Home" (collectively "LBP Information"). Buyer shall return a signed copy of the Disclosure of Information on Lead- 147. Based Paint and Lead-Based Paint Hazards to Seller prior to COE.
 - 148. LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk 149. assessments or inspections during Inspection Period.
 - 150. Seller shall provide LBP Information within five (5) days after Contract acceptance. Buyer may within ten (10) days 151. or _____ days after receipt of the LBP Information conduct or obtain a risk assessment or inspection of the Premises for the 152. presence of LBP or LBP hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the LBP Information or five 153. (5) days after expiration of the Assessment Period cancel this Contract.
 - 154. Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that disturb lead-based paint in 155. residential properties built before 1978 and to follow specific work practices to prevent lead contamination.
 - 156. If Premises were constructed prior to 1978, **(BUYER'S INITIALS REQUIRED)** _____
 - 157. If Premises were constructed in 1978 or later, **(BUYER'S INITIALS REQUIRED)** _____
- 4d. 158. **Affidavit of Disclosure:** If the Premises is located in an unincorporated area of the county, and five or fewer parcels of property 159. other than subdivided property are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in the form required 160. by law to the Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit of Disclosure items 161. disapproved within the Inspection Period or five (5) days after receipt of the Affidavit of Disclosure, whichever is later.
- 4e. 162. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Premises or disclosures made herein, in 163. the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by Section 5a 164. or otherwise by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed 165. five (5) days after delivery of such notice to provide notice of disapproval to Seller.

5. WARRANTIES

- 5a. 166. **Seller Warranties:** Seller warrants and shall maintain and repair the Premises so that at the earlier of possession or COE: (i) all 167. heating, cooling, mechanical, plumbing, and electrical systems (including swimming pool and/or spa, motors, filter systems, cleaning 168. systems, and heaters, if any), free-standing range/oven, and built-in appliances will be in working condition; (ii) all other agreed upon 169. repairs and corrections will be completed pursuant to Section 6j; (iii) the Premises, including all additional existing personal property 170. included in the sale, will be in substantially the same condition as on the date of Contract acceptance; and (iv) all personal property 171. not included in the sale and all debris will be removed from the Premises.
- 5b. 172. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and 173. any information concerning the Premises known to Seller, excluding opinions of value, which materially and adversely affect the 174. consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for all labor, 175. professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the COE in 176. connection with the construction, alteration, or repair of any structure on or improvement to the Premises. Seller warrants that the 177. information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is 178. correct to the best of Seller's knowledge.
- 5c. 179. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect the 180. Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Premises or COE, 181. Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Premises. 182. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except disclosed as follows:** 183. _____ 184. _____

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BUYER	BUYER



6. DUE DILIGENCE

6a. 185. Inspection Period: Buyer's Inspection Period shall be ten (10) days or _____ days after Contract acceptance. During the 186. Inspection Period Buyer, at Buyer's expense, shall: (i) conduct all desired physical, environmental, and other types of inspections 187. and investigations to determine the value and condition of the Premises; (ii) make inquiries and consult government agencies, 188. lenders, insurance agents, architects, and other appropriate persons and entities concerning the suitability of the Premises and the 189. surrounding area; (iii) investigate applicable building, zoning, fire, health, and safety codes to determine any potential hazards, 190. violations or defects in the Premises; and (iv) verify any material multiple listing service ("MLS") information. If the presence of sex 191. offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity is a 192. material matter to the Buyer, it must be investigated by the Buyer during the Inspection Period. Buyer shall keep the Premises free 193. and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair 194. all damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection 195. reports concerning the Premises obtained by Buyer. Buyer is advised to consult the Arizona Department of Real Estate Buyer 196. Advisory provided by AAR to assist in Buyer's due diligence inspections and investigations.

6b. 197. Square Footage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH THE 198. REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL 199. MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.

6c. 200. Wood-Destroying Organism or Insect Inspection: IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS 201. (SUCH AS TERMITES) ARE A MATERIAL MATTER TO THE BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE 202. INSPECTION PERIOD. The Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the 203. Inspection Period. If the lender requires an updated Wood-Destroying Organism or Insect Inspection Report prior to COE, it will be 204. performed at Buyer's expense.

6d. 205. Flood Hazard: Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the 206. Inspection Period. If the Premises are situated in an area identified as having any special flood hazards by any governmental 207. entity, the lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to 208. encumber or improve the Premises.

6e. 209. Insurance: IF HOMEOWNER'S INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND 210. OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER'S INSURANCE FOR THE 211. PREMISES FROM BUYER'S INSURANCE COMPANY DURING THE INSPECTION PERIOD. Buyer understands that any 212. homeowner's, fire, casualty, or other insurance desired by Buyer or required by lender should be in place at COE.

6f. 213. Sewer or On-site Wastewater Treatment System: The Premises are connected to a: 214. sewer system septic system alternative system 215. IF A SEWER CONNECTION IS A MATERIAL MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE 216. INSPECTION PERIOD. If the Premises are served by a septic or alternative system, the AAR On-site Wastewater Treatment 217. Facility Addendum is incorporated herein by reference. 218. (BUYER'S INITIALS REQUIRED) _____ BUYER _____ BUYER

6g. 219. Swimming Pool Barrier Regulations: During the Inspection Period, Buyer agrees to investigate all applicable state, county, and 220. municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to 221. occupying the Premises, unless otherwise agreed in writing. If the Premises contains a Swimming Pool, Buyer acknowledges receipt 222. of the Arizona Department of Health Services approved private pool safety notice. 223. (BUYER'S INITIALS REQUIRED) _____ BUYER _____ BUYER

6h. 224. BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT 225. QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE SURROUNDING 226. AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S DUE 227. DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PREMISES AND THE 228. SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKER'S EXPERTISE AND LICENSING, BUYER EXPRESSLY 229. RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD 230. HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION. 231. (BUYER'S INITIALS REQUIRED) _____ BUYER _____ BUYER

6i. 232. Inspection Period Notice: Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items 233. disapproved. AAR's Buyer's Inspection Notice and Seller's Response form is available for this purpose. Buyer shall conduct all 234. desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items disapproved shall be 235. provided in a single notice.

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- 6j. 236. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller notice
 237. of the items disapproved and state in the notice that Buyer elects to either:
 238. (1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or
 239. (2) provide the Seller an opportunity to correct the items disapproved, in which case:
 240. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of items
 241. disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed
 242. Seller's refusal to correct any of the items disapproved.
 243. (b) **If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any repairs in a**
 244. **workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days**
 245. **or _____ days prior to COE Date.**
 246. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five (5) days
 247. after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first, and all
 248. Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as provided,
 249. Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.
 250. VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will extend
 251. response times or cancellation rights.
 252. BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN THE
 253. SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE
 254. TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.
- 6k. 255. **Notice of Non-Working Warranted Items:** Buyer shall provide Seller with notice of any non-working warranted item(s) of which
 256. Buyer becomes aware during the Inspection Period or the Seller warranty for that item(s) shall be waived. Delivery of such notice
 257. shall not affect Seller's obligation to maintain or repair the warranted item(s).
- 6l. 258. **Home Warranty Plan:** Buyer and Seller are advised to investigate the various home warranty plans available for purchase. The
 259. parties acknowledge that different home warranty plans have different coverage options, exclusions, limitations, service fees and
 260. most plans exclude pre-existing conditions.
 261. A Home Warranty Plan will be ordered by Buyer or Seller with the following optional coverage
 262. _____, to be issued by _____ at a cost not
 263. to exceed \$ _____, to be paid for by Buyer Seller
 264. Buyer declines the purchase of a Home Warranty Plan.
- 6m. 265. **Walkthrough(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Premises for the
 266. purpose of satisfying Buyer that any corrections or repairs agreed to by the Seller have been completed, warranted items are in
 267. working condition and that the Premises is in substantially the same condition as of the date of Contract acceptance. If Buyer does
 268. not conduct such walkthrough(s), Buyer releases Seller and Broker(s) from liability for any defects that could have been discovered.
- 6n. 269. **Seller's Responsibility Regarding Inspections and Walkthrough(s):** Seller shall make the Premises available for all inspections
 270. and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including any propane,
 271. until COE to enable Buyer to conduct these inspections and walkthrough(s).

7. REMEDIES

- 7a. 272. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision
 273. of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-
 274. compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a
 275. breach of Contract.
- 7b. 276. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the breaching
 277. party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute Resolution
 278. obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages in the event of Buyer's
 279. breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept the
 280. 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 notice
 281. required by Section 2b, or Buyer's inability to obtain loan approval due to the waiver of the appraisal contingency pursuant to Section
 282. 2m, Seller shall exercise this option and accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not
 283. a breach of Contract. The parties expressly agree that the failure of any party to comply with the terms and conditions of Section 1d
 284. to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, will constitute a material
 285. breach of this Contract, rendering the Contract subject to cancellation.

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SELLER	SELLER

<Initials

Initials>

BUYER	BUYER



- 7c. 286. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this
 287. Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid
 288. equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be
 289. submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an
 290. arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration
 291. Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be
 292. final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
 293. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the
 294. mediation conference by notice to the other and in such event either party shall have the right to resort to court action.
- 7d. 295. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the
 296. Small Claims Division of an Arizona Justice Court (up to \$2,500) so long as the matter is not thereafter transferred or removed from
 297. the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or
 298. 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 is
 299. within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action ("lis
 300. pendens"), or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the
 301. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.
- 7e. 302. **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this
 303. Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees, expert
 304. witness fees, fees paid to investigators, and arbitration costs.

8. ADDITIONAL TERMS AND CONDITIONS

8a. 305. _____
 306. _____
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 333. _____
 334. _____

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SELLER	SELLER

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Initials>

BUYER	BUYER



- 8b. 335. **Risk of Loss:** If there is any loss or damage to the Premises between the date of Contract acceptance and COE or possession, 336. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Seller, provided, 337. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or 338. Buyer may elect to cancel the Contract.
- 8c. 339. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 8d. 340. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 8e. 341. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations described herein.
- 8f. 342. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by 343. separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. 344. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer is 345. obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE 346. SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR 347. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT.
- 8g. 348. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. This 349. Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any 350. number of counterparts, which shall become effective upon delivery as provided for herein, except that the Lead-Based Paint 351. Disclosure Statement may not be signed in counterpart. All counterparts shall be deemed to constitute one instrument, and each 352. counterpart shall be deemed an original.
- 8h. 353. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and 354. end at 11:59 p.m.
- 8i. 355. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from 356. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on the 357. date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that 358. must be performed three days prior to the COE Date must be performed three full days prior (i.e., if COE Date is Friday the act must 359. be performed by 11:59 p.m. on Monday).
- 8j. 360. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 361. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing signed 362. by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
- 8k. 363. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that 364. any subsequent offer accepted by the Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 365. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering 366. notice stating the reason for cancellation to the other party or to the Escrow Company. Cancellation shall become effective 367. immediately upon delivery of the cancellation notice.
- 8m. 368. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing and 369. deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email 370. addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in Section 371. 8r, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 3a.
- 8n. 372. **Earnest Money:** Earnest Money is in the form of: Personal Check Other: _____ 373. If applicable, Earnest Money has been received by Broker named in Section 8r and upon acceptance of this offer will be deposited 374. with: Escrow Company Broker's Trust Account. Buyer acknowledges that failure to pay the required closing funds by the 375. scheduled Close of Escrow, if not cured after a cure notice is delivered pursuant to Section 7a, shall be construed as a material 376. breach of this contract and all earnest money shall be subject to forfeiture.
- 8o. 377. **Release of Broker(s): Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this transaction 378. from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, boundaries, value, 379. rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, governmental regulations, 380. insurance, price and terms of sale, return on investment or any other matter relating to the value or condition of the 381. Premises. The parties understand and agree that the Broker(s) do not provide advice on property as an investment and are 382. not qualified to provide financial, legal, or tax advice regarding this real estate transaction.**
- 383. **(SELLER'S INITIALS REQUIRED)** _____ **(BUYER'S INITIALS REQUIRED)** _____
SELLER SELLER BUYER BUYER
- 8p. 384. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered 385. in person, by mail, facsimile or electronically, and received by Broker named in Section 8r 386. by _____, _____ at _____ a.m. p.m., Mountain Standard Time. 387. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this 388. date and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned.

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SELLER	SELLER

Initials>	
BUYER	BUYER



8q. 389. THIS CONTRACT CONTAINS NINE PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT
390. YOU HAVE RECEIVED AND READ ALL NINE PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

8r. 391. Broker on behalf of Buyer:

392. Arthur Lambert #4060 Keller Williams Southern Arizona #4783
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

393. 1849 N Kolb Road Tucson Az 85715
FIRM ADDRESS STATE ZIP CODE

394. (520) 235-1370 (520) 721-5240 arthurlambert@cox.net
PREFERRED TELEPHONE FAX EMAIL

8s. 395. Agency Confirmation: The Broker named in Section 8r above is the agent of (check one):

396. the Buyer; the Seller; or both the Buyer and Seller

8t. 397. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of
398. a copy hereof including the Buyer Attachment.

399. _____ MO/DA/YR ^ BUYER'S SIGNATURE ^ BUYER'S SIGNATURE MO/DA/YR

400. _____ ADDRESS ADDRESS

401. _____ CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 402. Broker on behalf of Seller:

403. _____
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

404. _____
FIRM ADDRESS STATE ZIP CODE

405. _____
PREFERRED TELEPHONE FAX EMAIL

9b. 406. Agency Confirmation: The Broker named in Section 9a above is the agent of (check one):

407. the Seller; or both the Buyer and Seller

9c. 408. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a
409. copy hereof and grant permission to Broker named on Section 9a to deliver a copy to Buyer.

410. Counter Offer is attached, and is incorporated herein by reference. Seller should sign both this offer and the Counter Offer.

411. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

412. _____ MO/DA/YR ^ SELLER'S SIGNATURE ^ SELLER'S SIGNATURE MO/DA/YR

413. _____ SELLER'S NAME PRINTED SELLER'S NAME PRINTED

414. _____ ADDRESS ADDRESS

415. _____ CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

416. **OFFER REJECTED BY SELLER:** _____ MONTH _____ DAY _____ YEAR _____ (SELLER'S INITIALS)

For Broker Use Only:

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





STATUS REPORT FORM



To avoid having input of this information delayed, fill in or check ALL areas. Items denoted by an asterisk/star* are required fields.

*Listing #:	<input type="text"/>	*Address:	<input type="text"/>
*L.A. ID:	<input type="text"/>	*L.A. Name:	<input type="text"/>
*L.O. ID:	<input type="text"/>	*L.O. Name:	<input type="text"/>

Extend Expiration Date of Employment (Listing) Agreement:
 Seller Signature Required *New Expiration Date (mm/dd/yy)

Price Change: Seller Signature Required
 *New Listing Price *Cash to Available Financing

Transfer Listing to Another Company:
 Seller Signature Required
 *Releasing Office ID *Releasing Agent ID

 New Listing Broker Signature *New Office ID *New Agent ID

Withdraw Listing TEMPORARILY:
 Seller Signature Recommended *Inactive Date (mm/dd/yy)

Withdraw Release Listing PERMANENTLY:
 Seller Signature Recommended *Inactive Date (mm/dd/yy)

Active Contingent:
 *Contingent Date (mm/dd/yy) *Est'd Selling Date (mm/dd/yy) *Selling Agent ID *Selling Office ID

Active Capa:
 *Contingent (Capa) Date (mm/dd/yy) *Est'd Selling Date (mm/dd/yy) *Selling Agent ID *Selling Office ID

Remove Contingency or Capa: *Active Date (mm/dd/yy)

Back on Market: (Not for Contingent/Capa) *Active Date (mm/dd/yy)

Pending Closing:
 (Taken off the Market) *Pending Date (mm/dd/yy) *Est'd Selling Date (mm/dd/yy) *Selling Agent ID *Selling Office ID
 Status Comments: (20 Characters Max.)

Sold - Escrow Has Closed:
 *Sold Date (mm/dd/yy) *Selling Price *Type of Financing

Selling Comments
 Relo or REO Sale: Seller Paid Points:
 Y N Y N Seller Paid Repairs Seller Paid Fin Costs Down Payment

 *Selling Agent ID *Selling Office ID Selling Co-Agent ID Selling Co-Office ID

Edit Listing Information - Make sure to include Field Name and New Information:

Seller Signature	Date	Seller Signature	Date	Entered By: Date:
Listing Agent Signature	Date	Listing Broker Signature	Date	



WHEN IN DOUBT - DISCLOSE!



Sellers are obligated by law to disclose all known material (important) facts about the property to the buyer. Arizona law requires that you disclose material facts about the property whether or not you are asked by the buyer or a real estate agent, or when asked to complete a disclosure form. There are also some very specific seller disclosures that you are required by statute to make. For example, sellers are required to disclose information on lead based paint in homes built prior to 1978, and if the property is in the vicinity of a military or public airport. **You may also be required to complete and record an Affidavit of Disclosure if you are selling property in an unincorporated area of a county.**

"...you have a duty to disclose the information, regardless of whether or not you consider the information material."

If the buyer asks you about an aspect of the property, you have a duty to disclose the information, regardless of whether or not you 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. However, a seller does not generally have a legal obligation to correct defects in the property, as long as the defects are disclosed. Any correction of the defects is a matter of contract negotiation between you and the buyer.

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.

The Arizona Association of REALTORS® Residential Seller's Property Disclosure Statement ("SPDS") is designed to assist you in making these legally required disclosures and to avoid inadvertent nondisclosures of material facts.

You should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, warranties, inspection reports, and leases, to insure that you are disclosing accurate information. Also, 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.

The SPDS is divided into six general sections:

- (1) **Ownership and Property:** This section asks for general information about the property, such as location, ownership and occupancy. Any seller, whether or not that seller has actually lived in the property, should be able to answer most, if not all, of the questions in this section.
- (2) **Building and Safety Information:** This section asks for information regarding the physical aspects of the property. You should disclose any past or present problems with the property and any work or improvements made to the property. You are also asked specifically to disclose any knowledge of past or current presence of termites or other wood destroying organisms on the property, and whether scorpions or other possible "pests" have ever been present on the property. Although many sellers will answer affirmatively to these questions, they were necessitated by lawsuits involving the alleged non-disclosure of these natural inhabitants.
- (3) **Utilities:** You are asked whether the property currently receives the listed utilities, and if so, to identify the provider. The water source and any known information about drinking water problems should also be disclosed.
- (4) **Environmental Information:** A variety of environmental information is requested. In addition to questions regarding environmental hazards, you are asked to disclose any issues relating to soil settlement/expansion, drainage/grade, or erosion; noise from the surrounding area including airport and traffic noise; and any odors or other nuisances. As a result of recent lawsuits and potential health concerns, you are asked specifically if you are aware of any past or present mold growth on the property. Mold spores are everywhere and when mold spores drop in places where there is water damage or excessive moisture, or where there has been flooding, mold will grow. Thus, you are asked to disclose any conditions conducive to mold growth, such as past or present dampness/moisture, flooding, and water damage or water leaks of any kind.
- (5) **Sewer/Waste Water Treatment:** There are many questions dealing with the topic of sewer or wastewater treatment as a result of claims involving alleged misrepresentations that the property was connected to a sewer, when in fact it was not. You are asked if the entire property is connected to a sewer and if so, whether the sewer connection has been professionally verified. If the property is served by an on-site wastewater treatment facility, i.e., a septic or alternative wastewater system, a variety of additional information is required.
- (6) **Other Conditions and Factors - Additional Explanations:** These blank lines provide space for you to disclose any other important information concerning the property that might affect the buyer's decision-making process, the value of the property, or its use, and to make any other necessary explanations.

Please note: By law, sellers are not obligated to disclose that the property is or has been: (1) the site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, 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: August 2010



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 below 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).

OWNERSHIP AND PROPERTY

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

3. **PROPERTY ADDRESS:** _____ (STREET ADDRESS) (CITY) (STATE) (ZIP)

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

6. **LEGAL OWNER(S) OF PROPERTY:** _____ Date Purchased: _____

7. Is the legal owner(s) of the Property a foreign person or a non-resident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA)? Yes No If yes, consult a tax advisor; mandatory withholding may apply.

9. Is the property located in a community defined by the fair housing laws as housing for older persons? Yes No

10. Explain: _____

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

12. **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.**

15. The Property is currently: Owner-occupied Leased Estate Foreclosure Vacant If vacant, how long? _____

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

17. If any refundable deposits or prepaid rents are being held, by whom and how much? Explain: _____

18. _____

YES NO

19. Have you entered into any agreement to transfer your interest in the Property in any way, including rental renewals or options to purchase? Explain: _____

21. Are you aware if there are any association(s) governing this Property? If yes, provide contact(s) information: Name: _____ Phone #: _____

23. If yes, are there any fees? How much? \$ _____ How often? _____

24. Are you aware of any transfer fees or other fees due upon transfer of the Property? Explain: _____

25. _____

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Initials>

BUYER	BUYER



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

- | YES | NO | |
|-----|--------------------------|---|
| 26. | <input type="checkbox"/> | <input type="checkbox"/> Are you aware of any proposed or existing association assessment(s)? Explain: _____ |
| 27. | | _____ |
| 28. | <input type="checkbox"/> | <input type="checkbox"/> Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)? |
| 29. | | Explain: _____ |
| 30. | <input type="checkbox"/> | <input type="checkbox"/> Are you aware of any of the following recorded against the Property? (Check all that apply): |
| 31. | | <input type="checkbox"/> Judgment liens <input type="checkbox"/> Tax liens <input type="checkbox"/> Other non-consensual liens |
| 32. | | Explain: _____ |
| 33. | <input type="checkbox"/> | <input type="checkbox"/> Are you aware of any assessments affecting this Property? (Check all that apply): |
| 34. | | <input type="checkbox"/> Paving <input type="checkbox"/> Sewer <input type="checkbox"/> Water <input type="checkbox"/> Electric <input type="checkbox"/> Other |
| 35. | | Explain: _____ |
| 36. | <input type="checkbox"/> | <input type="checkbox"/> Are you aware of any title issues affecting this Property? (Check all that apply): |
| 37. | | <input type="checkbox"/> Recorded easements <input type="checkbox"/> Use restrictions <input type="checkbox"/> Lot line disputes <input type="checkbox"/> Encroachments |
| 38. | | <input type="checkbox"/> Unrecorded easements <input type="checkbox"/> Use permits <input type="checkbox"/> Other _____ |
| 39. | | Explain: _____ |
| 40. | <input type="checkbox"/> | <input type="checkbox"/> Are you aware of any public or private use paths or roadways on or across this Property? |
| 41. | | Explain: _____ |
| 42. | <input type="checkbox"/> | <input type="checkbox"/> Are you aware of any problems with legal or physical access to the Property? Explain: _____ |
| 43. | | The road/street access to the Property is maintained by the <input type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> Homeowners' Association <input type="checkbox"/> Privately |
| 44. | <input type="checkbox"/> | <input type="checkbox"/> If privately maintained, is there a recorded road maintenance agreement? Explain: _____ |
| 45. | <input type="checkbox"/> | <input type="checkbox"/> Are you aware of any violation(s) of any of the following? (Check all that apply): |
| 46. | | <input type="checkbox"/> Zoning <input type="checkbox"/> Building Codes <input type="checkbox"/> Utility Service <input type="checkbox"/> Sanitary health regulations |
| 47. | | <input type="checkbox"/> Covenants, Conditions, Restrictions (CC&R's) <input type="checkbox"/> Other _____ (Attach a copy of notice(s) of violation if available.) |
| 48. | | Explain: _____ |
| 49. | | _____ |
| 50. | <input type="checkbox"/> | <input type="checkbox"/> Are you aware of any homeowner's insurance claims having been filed against the Property? |
| 51. | | Explain: _____ |
| 52. | | NOTICE TO BUYER: YOUR CLAIMS HISTORY, YOUR CREDIT REPORT, THE PROPERTY'S CLAIMS HISTORY |
| 53. | | AND OTHER FACTORS MAY AFFECT THE INSURABILITY OF THE PROPERTY AND AT WHAT COST. UNDER |
| 54. | | ARIZONA LAW, YOUR INSURANCE COMPANY MAY CANCEL YOUR HOMEOWNER'S INSURANCE WITHIN 60 |
| 55. | | DAYS AFTER THE EFFECTIVE DATE. CONTACT YOUR INSURANCE COMPANY. |

BUILDING AND SAFETY INFORMATION

- | YES | NO | |
|-----|--------------------------|---|
| 56. | | STRUCTURAL: |
| 57. | <input type="checkbox"/> | <input type="checkbox"/> Are you aware of any past or present roof leaks? Explain: _____ |
| 58. | | _____ |
| 59. | <input type="checkbox"/> | <input type="checkbox"/> Are you aware of any other past or present roof problems? Explain: _____ |
| 60. | | _____ |
| 61. | <input type="checkbox"/> | <input type="checkbox"/> Are you aware of any roof repairs? Explain: _____ |
| 62. | | _____ |
| 63. | <input type="checkbox"/> | <input type="checkbox"/> Is there a roof warranty? (Attach a copy of warranty if available.) |
| 64. | <input type="checkbox"/> | <input type="checkbox"/> If yes, is the roof warranty transferable? Cost to transfer _____ |
| 65. | | NOTICE TO BUYER: CONTACT A PROFESSIONAL TO VERIFY THE CONDITION OF THE ROOF. |
| 66. | <input type="checkbox"/> | <input type="checkbox"/> Are you aware of any interior wall/ceiling/door/window/floor problems? Explain: _____ |
| 67. | | _____ |
| 68. | <input type="checkbox"/> | <input type="checkbox"/> Are you aware of any cracks or settling involving the foundation, exterior walls or slab? Explain: _____ |
| 69. | | _____ |
| 70. | <input type="checkbox"/> | <input type="checkbox"/> Are you aware of any chimney or fireplace problems, if applicable? Explain: _____ |
| 71. | | _____ |

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Initials>

BUYER	BUYER



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

72. YES NO Are you aware of any damage to any structure on the Property by any of the following? (Check all that apply):
 73. Flood Fire Wind Expansive soil(s) Water Hail Other _____
 74. Explain: _____

75. **WOOD INFESTATION:**
 76. Are you aware of any of the following:
 77. Past presence of termites or other wood destroying organisms on the Property?
 78. Current presence of termites or other wood destroying organisms on the Property?
 79. Past or present damage to the Property by termites or other wood destroying organisms?
 80. Explain: _____

81. _____
 82. Are you aware of past or present treatment of the Property for termites or other wood destroying organisms?
 83. If yes, date last treatment was performed: _____
 84. Name of treatment provider: _____
 85. Is there a treatment warranty? (Attach a copy of warranty if available.)
 86. If yes, is the treatment warranty transferrable?

87. **NOTICE TO BUYER: CONTACT STATE OF ARIZONA STRUCTURAL PEST CONTROL COMMISSION**
 88. **FOR PAST TERMITE REPORTS OR TREATMENT HISTORY.**

89. **HEATING & COOLING:**
 90. Heating: Type(s) _____
 91. Cooling: Type(s) _____
 92. Are you aware of any past or present problems with the heating or cooling system(s)?
 93. Explain: _____

94. **PLUMBING:**
 95. Are you aware of the type of water pipes, such as galvanized, copper, PVC, CPVC or polybutylene?
 96. If yes, identify: _____
 97. Are you aware of any past or present plumbing problems? Explain: _____
 98. _____
 99. Are you aware of any water pressure problems? Explain: _____
 100. Type of water heater(s): Gas Electric Solar Approx. age(s): _____
 101. Are you aware of any past or present water heater problems? Explain: _____
 102. _____
 103. Is there a landscape watering system? If yes, type: automatic timer manual both
 104. If yes, are you aware of any past or present problems with the landscape watering system?
 105. Explain: _____
 106. Are there any water treatment systems? (Check all that apply):
 107. water filtration reverse osmosis water softener Other _____
 108. Is water treatment system(s) owned leased (Attach a copy of lease if available.)
 109. Are you aware of any past or present problems with the water treatment system(s)?
 110. Explain: _____

111. **SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:**
 112. Does the Property contain any of the following? (Check all that apply):
 113. Swimming pool Spa Hot tub Sauna Water feature
 114. If yes, are either of the following heated? Swimming pool Spa If yes, type of heat: _____
 115. Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
 116. Explain: _____

>>

Initials>

BUYER	BUYER



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

YES NO

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

118. Are you aware of any past or present problems with the electrical system? Explain: _____

119. _____

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

121. **Leased (Attach copy of lease if available)** **Owned** **Monitored** **Other** _____

122. Are you aware of any past or present problems with the security system? Explain: _____

123. _____

124. Does the Property contain any of the following systems or detectors?(Check all that apply):

125. Smoke/fire detection Fire suppression (sprinklers) Carbon monoxide detector

126. If yes, are you aware of any past or present problems with the above systems? Explain: _____

127. _____

MISCELLANEOUS:

128. Are you aware of or have you observed any of the following on the Property? (Check all that apply):

129. Scorpions Rabid animals Bee swarms Rodents Reptiles Other: _____

130. Explain: _____

131. How often is the Property serviced or treated for pests, reptiles, insects or animals? _____

132. Name of service provider: _____ Date of last service: _____

133. Are you aware of any work done on the Property, such as building, plumbing, electrical or other improvements?

134. **(If no, skip to line 144.)**

135. Explain: _____

136. Are you aware of any rooms added to the Property or converted to bedrooms?

137. Were permits for the work required? Explain: _____

138. If yes, were permits for the work obtained? Explain: _____

139. Was the work performed by a person licensed to perform the work? Explain: _____

140. Was approval for the work required by any association governing the property? Explain: _____

141. If yes, was approval granted by the association? Explain: _____

142. Was the work completed? Explain: _____

143. Are there any security bars or other obstructions to door or window openings? Explain: _____

144. Are you aware of any past or present problems with any built-in appliances? Explain: _____

145. _____

146. Are there any leased propane tanks, equipment or other systems on the Property? Explain: _____

147. _____

148. _____

UTILITIES

149. **DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?**

YES	NO		PROVIDER
<input type="checkbox"/>	<input type="checkbox"/>	Electricity:	_____
<input type="checkbox"/>	<input type="checkbox"/>	Fuel: <input type="checkbox"/> Natural gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil	_____
<input type="checkbox"/>	<input type="checkbox"/>	Cable:.....	_____
<input type="checkbox"/>	<input type="checkbox"/>	Telephone:.....	_____
<input type="checkbox"/>	<input type="checkbox"/>	Garbage Collection:	_____
<input type="checkbox"/>	<input type="checkbox"/>	Fire:.....	_____
<input type="checkbox"/>	<input type="checkbox"/>	Irrigation:.....	_____
<input type="checkbox"/>	<input type="checkbox"/>	Water Source: <input type="checkbox"/> Public <input type="checkbox"/> Private water co. <input type="checkbox"/> Private well <input type="checkbox"/> Shared well <input type="checkbox"/> Hauled water	

158. **If water source is a private or shared well, complete and attach DOMESTIC WATER WELL/WATER USE ADDENDUM.**

159. If source is public, a private water company, or hauled water, Provider is: _____

160. **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, CONTACT THE WATER PROVIDER.**

161. _____

162. _____

163. _____

>>

Initials>

_____	_____
BUYER	BUYER



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

164. YES NO Are you aware of any past or present drinking water problems? Explain: _____
 165. _____
 166. YES NO Are there any alternate power systems serving the Property? If yes, indicate type (Check all that apply):
 167. Solar Wind Generator Other _____
 168. If yes, are you aware of any past or present problems with the alternate power system(s)? Explain: _____
 169. _____

ENVIRONMENTAL INFORMATION

170. YES NO Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):
 171. Soil settlement/expansion Drainage/grade Erosion Fissures Dampness/moisture Other
 172. Explain: _____
 173. YES NO Are you aware of any past or present issues or problems in close proximity to the Property related to any of
 174. the following? (Check all that apply):
 175. Soil settlement/expansion Drainage/grade Erosion Fissures Other _____
 176. Explain: _____
 177. **NOTICE TO BUYER: THE ARIZONA DEPARTMENT OF REAL ESTATE PROVIDES EARTH FISSURE MAPS TO**
 178. **ANY MEMBER OF THE PUBLIC IN PRINTED OR ELECTRONIC FORMAT UPON REQUEST AND ON ITS WEBSITE**
 179. **AT www.azre.gov.**
 180. YES NO Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):
 181. Airport noise Traffic noise Rail line noise Neighborhood noise Landfill Toxic waste disposal
 182. Odors Nuisances Sand/gravel operations Other _____
 183. Explain: _____
 184. YES NO Are you aware if any portion of the Property has ever been used as a "Clandestine drug laboratory" (manufacture of,
 185. or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy or LSD)?
 186. **NOTICE TO BUYER: THE ARIZONA BOARD OF TECHNICAL REGISTRATION (BTR) MAINTAINS A LIST OF**
 187. **UNREMIEDIATED SITES AT www.azbtr.gov. TO DETERMINE IF THE PROPERTY WAS ONCE ON THE LIST**
 188. **BUT HAS BEEN REMEDIATED, CONTACT THE BTR AT 602-364-4948.**
 189. YES NO Are you aware if the Property is located in the vicinity of an airport (military, public, or private)?
 190. Explain: _____
 191. **NOTICE TO SELLER AND BUYER: PURSUANT TO ARIZONA LAW A SELLER SHALL PROVIDE A WRITTEN**
 192. **DISCLOSURE TO THE BUYER IF THE PROPERTY IS LOCATED IN TERRITORY IN THE VICINITY OF A MILITARY**
 193. **AIRPORT OR ANCILLARY MILITARY FACILITY AS DELINEATED ON A MAP PREPARED BY THE STATE LAND**
 194. **DEPARTMENT. THE DEPARTMENT OF REAL ESTATE ALSO IS OBLIGATED TO RECORD A DOCUMENT AT THE**
 195. **COUNTY RECORDER'S OFFICE DISCLOSING IF THE PROPERTY IS UNDER RESTRICTED AIR SPACE AND TO**
 196. **MAINTAIN THE STATE LAND DEPARTMENT MILITARY AIRPORT MAP ON ITS WEBSITE AT www.azre.gov.**
 197. YES NO Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):
 198. Asbestos Radon gas Lead-based paint Pesticides Underground storage tanks Fuel/chemical storage
 199. Explain: _____
 200. YES NO Are you aware if the Property is located within any of the following? (Check all that apply):
 201. Superfund/ WQARF/ CERCLA Wetlands area
 202. YES NO Are you aware of any open mine shafts/tunnels or abandoned wells on the Property?
 203. If yes, describe location: _____
 204. YES NO Are you aware if any portion of the Property is in a flood plain/way? Explain: _____
 205. _____
 206. YES NO Are you aware of any portion of the Property ever having been flooded? Explain: _____
 207. _____
 208. YES NO Are you aware of any water damage or water leaks of any kind on the Property? Explain: _____
 209. _____
 210. YES NO Are you aware of any past or present mold growth on the Property? If yes, explain: _____
 211. _____

>>

Initials>

BUYER	BUYER



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

SEWER/WASTEWATER TREATMENT

YES NO

- 212. Is the entire Property connected to a sewer? Explain: _____
- 213. If yes, has a professional verified the sewer connection? If yes, how and when: _____

NOTICE TO BUYER: CONTACT A PROFESSIONAL TO CONDUCT A SEWER VERIFICATION TEST.

Type of sewer: Public Private Planned and approved sewer system, but not connected

Name of Provider _____

- 217. Are you aware of any past or present problems with the sewer? Explain: _____

- 218. Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 226.)

- 219. If yes, the Facility is: Conventional septic system Alternative system; type: _____

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

- 221. If yes, name of contractor: _____ Phone #: _____

- 222. Approximate year Facility installed: _____ (Attach copy of permit if available.)

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

- 224. Explain: _____

225. _____

- 226. Approximate date of last Facility inspection and/or pumping of septic tank: _____

- 227. Are you aware of any past or present problems with the Facility? Explain: _____

228. _____

NOTICE TO SELLER AND BUYER: THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIRES A PRE-TRANSFER INSPECTION OF ON-SITE WASTEWATER TREATMENT FACILITIES ON RE-SALE PROPERTIES.

OTHER CONDITIONS AND FACTORS

- 231. What other material (important) information are you aware of concerning the Property that might affect the buyer's decision-making process, the value of the Property, or its use? Explain: _____

232. _____

233. _____

234. _____

ADDITIONAL EXPLANATIONS

235. _____

236. _____

237. _____

238. **SELLER CERTIFICATION:** Seller certifies that the information contained herein is true and complete to the best of Seller's knowledge as of the date signed. Seller agrees that any changes in the information contained herein will be disclosed in writing by Seller to Buyer prior to Close of Escrow, including any information that may be revealed by subsequent inspections.

241. _____ MO/DA/YR _____ MO/DA/YR

242. Reviewed and updated: Initials: _____ / _____ MO/DA/YR

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

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

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

252. _____ MO/DA/YR _____ MO/DA/YR

Initials>

BUYER	BUYER



DOMESTIC WATER WELL ADDENDUM

Document updated:
May 2005



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



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

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

7. A domestic water well is located on the Premises or the Premises is served by a domestic water well.

8. **Domestic Water Well/Water Use Addendum to Seller Property Disclosure Statement ("DWWA SPDS"):** Seller shall deliver a
9. completed AAR DWWA SPDS to the Buyer and Escrow Company within five (5) days after Contract acceptance. Buyer shall
10. provide notice of any DWWA SPDS items disapproved within the Inspection Period or five (5) days after receipt of the DWWA
11. SPDS, whichever is later.

12. **Well Records:** Seller shall deliver to Buyer, copies of all Arizona Department of Water Resources ("ADWR") records related to the
13. well in Seller's possession or notice that Seller has no such documents within five (5) days after contract acceptance. Buyer shall
14. provide notice of any items disapproved within Inspection Period or five (5) days after receipt of documents or notice, whichever is
15. later. Seller does not warrant the information as reflected in the ADWR records.

16. **Well Inspection:** If well performance or water quality is a material matter to the Buyer, Buyer shall inspect well and verify volume
17. and gallons per minute/recharge rate through a certified flow test during Inspection Period.

18. **Change of Well Form:** Escrow Company is hereby instructed to send to the ADWR a complete change of well information/ownership
19. form and transfer fee at COE.

20. **Well Transfer Fee:** Well transfer fee shall be paid by : Buyer Seller Other _____

21. _____ MO/DA/YR ^ BUYER'S SIGNATURE _____ MO/DA/YR
^ BUYER'S SIGNATURE

22. _____ MO/DA/YR ^ SELLER'S SIGNATURE _____ MO/DA/YR
^ SELLER'S SIGNATURE





PLEASE BE ADVISED THAT THE LINKS IN THIS ADVISORY
ARE NOT LIVE LINKS.

TO ENSURE THAT YOU HAVE THE MOST UP-TO-DATE BUYER
ADVISORY, PLEASE CHECK
[HTTP://WWW.AARONLINE.COM/DOCUMENTS/BUYER_ADVISORY.ASPX](http://www.aaronline.com/documents/buyer_advisory.aspx)

BUYER ADVISORY
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Arizona Department of Real Estate
BUYER ADVISORY

A resource for real estate consumers provided by

Arizona Association of REALTORS®

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

This advisory is designed to make the purchase of real property as smooth as possible. Some of the more common issues that a buyer may decide to investigate or verify concerning a property purchase are summarized in this Advisory. Included in this Advisory are: (1) common documents a buyer should review; (2) physical conditions in the property the buyer should investigate; and (3) conditions affecting the surrounding area that the buyer should investigate. In addition, a buyer must communicate to the real estate agents in the transaction any special concerns the buyer may have about the property or surrounding area, whether or not those issues are addressed in this Advisory.

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

COMMON DOCUMENTS A BUYER SHOULD REVIEW

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

Purchase Contract

Buyers should protect themselves by taking the time to read the real estate purchase contract and understand their legal rights and obligations before they submit an offer to buy a property. Sample AAR forms are at www.aaronline.com/ForRealtors/Forms/.

MLS Printout

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

The Subdivision Disclosure Report (Public Report)

A Subdivision Disclosure Report (Public Report) is intended to point out material information about a subdivision. Subdividers (any person who offers for sale or lease six or more lots in a subdivision or who causes land to be divided into a subdivision) are required to give buyers an ADRE Public Report. Read the Public Report before signing any contract to purchase property in a subdivision. Although some of the information may become outdated, subsequent buyers can also benefit from reviewing the Public Report. Public Reports dating from January 1, 1997, are available on the ADRE website at

<http://services.azre.gov/publicdatabase/SearchDevelopments.aspx>. The ADRE does not verify the information in the Public Report therefore the Report could be inaccurate so it should be verified. For additional information, go to www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx

May 2011

Initials _____ / _____



Seller's Property Disclosure Statement ("SPDS")

Most sellers provide a SPDS. This document poses a variety of questions for the seller to answer about the property and its condition. The real estate broker is not responsible for verifying the accuracy of the items on the SPDS; therefore, a buyer should carefully review the SPDS and verify those statements of concern. View sample SPDS forms at www.aaronline.com/ForRealtors/Forms/. Also review www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx

Covenants, Conditions and Restrictions ("CC&Rs")

The CC&Rs are recorded against the property and generally empower a homeowner's association to control certain aspects of property use within the development. By purchasing a property in such a development, the buyer agrees to be bound by the CC&Rs. The association, the property owners as a whole, and individual property owners can enforce the contract. It is essential that the buyer review and agree to these restrictions prior to purchasing a property. See www.realtor.com/BASICS/condos/ccr.asp. The ADRE advises: "Read the deed restrictions, also called CC&Rs (covenants, conditions and restrictions). You might find some of the CC&Rs are very strict." www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx. Buyers should consult legal counsel if uncertain of the application of particular provisions in the CC&Rs.

Homeowner's Association ("HOA") Governing Documents

In addition to CC&Rs, HOAs may be governed by Articles of Incorporation, Bylaws, Rules and Regulations, and often architectural control standards. Read and understand these documents. Also, be aware that some HOAs impose fees that must be paid when the property is sold, so ask if the purchase of the property will result in any fees. Condominium and planned community HOAs are regulated by Arizona statutes; however, they are not under the jurisdiction of the Department of Real Estate. If you have questions about your rights and remedies regarding homeowner's associations or community associations, read the information provided at www.azre.gov/PublicInfo/RealEstateResearchTopics.aspx#LINK11 or Chapter 16 and 18 of the Arizona Revised Statutes - Title 33 www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=33

HOA Disclosures

If purchasing a resale home in a condominium or planned community, the seller (if fewer than 50 units in the community) or the HOA (if there are 50 or more units) must provide the buyer with a disclosure containing a variety of information. See www.azleg.state.az.us/ars/33/01260.htm and www.azleg.state.az.us/ars/33/01806.htm for the laws detailing these requirements.

Title Report or Title Commitment

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

Questions about the title commitment and Schedule B documents may be answered by the title or escrow officer, legal counsel, or a surveyor. General information regarding title issues may be found at www.alta.org/consumer/questions.cfm. For information on title insurance, visit the Arizona Department of Insurance website at www.id.state.az.us/consumerautohome.html#titleresource.

Loan Documents

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

Ginnie Mae: www.ginniemae.gov/ypth/index.asp?Section=YPTH

HUD: www.hud.gov/

Mortgage Bankers Assoc.: www.homeloanlearningcenter.com/default.htm

National Assoc. of Mortgage Brokers:

www.namb.org/namb/Home_Buyers_Home.asp?SnID=382338594



Home Warranty Policy

A home warranty may be part of the sale of the home. Buyers should read the home warranty document for coverage and limitation information. Be aware that pre-existing property conditions are generally not covered under these policies.

Affidavit of Disclosure

If the buyer is purchasing five or fewer parcels of land (whether improved or vacant), other than subdivided land, in an unincorporated area of a county, the seller must furnish the buyer with an Affidavit of Disclosure. A sample form is located at www.aaronline.com/documents/affidavit.aspx.

Lead-Based Paint Disclosure Form

If the home was built prior to 1978, the seller must provide the buyer with a lead-based paint disclosure form. Information about lead-based paint may be obtained at www.azre.gov/PublicInfo/RealEstateResearchTopics.aspx#LINK11 or www.epa.gov/lead/. Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that disturb lead-based paint in residential properties built before 1978 and to follow specific work practices to prevent lead contamination. For more information on this new rule, visit www.epa.gov/lead/pubs/lscp-press.htm.

Professional Inspection Report

The importance of having a property inspected by a professional inspector cannot be over-emphasized. An inspection is a visual physical examination, performed for a fee, designed to identify material defects in the property. The inspector will generally provide the buyer with a report detailing information about the property's condition. The buyer should carefully review this report with the inspector and ask the inspector about any item of concern. Pay attention to the scope of the inspection and any portions of the property excluded from the inspection. A list of certified home inspectors may be found at the Arizona Board of Technical Registration website, www.btr.state.az.us. Additional information on inspections may be found at www.ashi.com, and guidance on hiring a home inspector may be found at www.realtor.com/basics/buy/inspnegot/hire.asp?gate=realtor&poe=property_store

County Assessors/Tax Records

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

Coconino: www.coconino.az.gov/

Maricopa: www.maricopa.gov/assessor or <http://treasurer.maricopa.gov/parcels/>

Pima: www.asr.pima.gov/

Yavapai: www.co.yavapai.az.us/

Other counties: www.az.gov/webapp/portal

Termites and Other Wood Destroying Insects and Organisms

Termites are commonly found in some parts of Arizona. The Office of Pest Management (OPM) regulates pest inspectors and can provide the buyer with information regarding past termite treatments on a property. To obtain a termite history report on a property, visit the OPM website at <http://tarf.sb.state.az.us/> or call 1-800-223-0618. The OPM publication, *What You Should Know About Wood-Destroying Insect Inspection Reports*, can be found at www.sb.state.az.us/TermiteInsp.php. Additional information may be obtained at the OPM website at www.sb.state.az.us/index.php.

COMMON PHYSICAL CONDITIONS IN THE PROPERTY A

BUYER SHOULD INVESTIGATE

Every buyer and every property is different, so the physical property conditions requiring investigation will vary.

Repairs and New Construction

The seller may have made repairs or added a room to the property. The buyer should feel comfortable that the work was properly done or have an expert evaluate the work. Request copies of permits, invoices or other documentation regarding the work performed. The Registrar of Contractors' ("ROC") publication, *Hiring a Licensed Contractor*, is available on the ROC website, www.rc.state.az.us/Consumer_menu.html. The Arizona chapters of the National Association of the Remodeling Industry may be contacted at www.greaterphoenixnari.org/ for the Phoenix area and www.nariofsouthernarizona.memberlodge.com/ for Southern Arizona/Tucson. For information regarding permits, contact the city or county building department.



Square Footage

Square footage on the MLS printout or as listed by the county assessor's records is often only an estimate and generally should not be relied upon for the exact square footage in a property. An appraiser or architect can measure the property's size to verify the square footage. If the square footage is important, you should have it confirmed by one of these experts during the inspection period in a resale transaction and prior to executing a contract in a new home transaction. A list of appraisers may be found at the Arizona Board of Appraisal, www.appraisal.state.az.us/directory/Default.aspx. A list of architects may be found at the Board of Technical Registration, www.btr.state.az.us.

Roof

If the roof is 10 years old or older, a roof inspection by a licensed roofer is highly recommended. See the ROC information on hiring a licensed contractor online at www.rc.state.az.us/Consumer_menu.html or the Arizona Roofing Contractors Association at www.azroofing.org.

Swimming Pools and Spas

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

Barriers: Further, each city and county has its own swimming pool barrier ordinance. Pool barrier contact information for Arizona cities and counties may be found at www.aaronline.com/documents/pool_contacts.aspx. The Arizona Department of Health Services Private Pool Safety notice may be found at http://azdhs.gov/phs/oe/pool_rules.htm. The state law on swimming pools is located at www.azleg.state.az.us/ars/36/01681.htm.

Septic and Other On-Site Wastewater Treatment Facilities

If the home is not connected to a public sewer, it is probably served by an on-site wastewater treatment facility (septic or alternative system). A qualified inspector must inspect any such facility within six months prior to transfer of ownership. For information on current inspection and transfer of ownership requirements, contact the specific county environmental/health agency where the property is located or the Arizona Department of Environmental Quality at www.azdeq.gov/environ/water/permits/download/septic_tank.pdf. To file for a Notice of Transfer online go to <https://az.gov/app/own/home.xhtml>

Sewer

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

Water/Well Issues

You should investigate the availability and quality of the water to the property. For information on wells and assured/adequate water, go to www.azwater.gov/AzDWR/WaterManagement/Wells/default.htm or www.azwater.gov/WaterManagement_2005/Content/OAAWS/default.asp.

Adjudications: Arizona is undertaking several General Stream Adjudications, which are court proceedings to determine the extent and priority of water rights in an entire river system. For information regarding water uses and watersheds affected by these adjudications, and the forms upon sale of the property, contact the Department of Water Resources at www.azwater.gov/dwr/Content/Find_by_Program/Adjudications/default.htm. Additionally, the Verde Valley Water Users assists members in matters pertaining to the Gila River System Adjudication. www.verdevalleywaterusers.org/homepage.htm

CAGRDs: The Central Arizona Groundwater Replenishment District (CAGRD) functions to replenish groundwater used by its members, individual subdivisions ("member lands") and service areas of member water providers ("member service areas"). Homeowners in a CAGRD pay an annual assessment fee which is collected through the county property tax process based on the amount of groundwater served to member homes. To learn more about CAGRD, membership visit www.cagr.com.

Soil Problems

The soil in some areas of Arizona has "clay-like" tendencies, sometimes referred to as "expansive soil." To investigate areas in Arizona where expansive soils exist, go to www.az.nrcs.usda.gov (search "shrink/swell") or www.azgs.az.gov ("Geologic Hazards") and the direct link to the Study Area Maps is www.azgs.az.gov/efmaps.shtml. Other areas are subject to fissures, subsidence and other soil conditions. For information on earth fissures, visit www.azwater.gov/AzDWR/Hydrology/Geophysics/LandSubsidenceInArizona.htm. Properties built on such soils may experience significant movement causing a major problem. If it has been disclosed that the property



is subject to any such soil conditions or if the buyer has any concerns about the soil condition or observes evidence of cracking, the buyer should secure an independent assessment of the property and its structural integrity by a licensed, bonded, and insured professional engineer. A list of state certified professional engineers and firms can be found at www.btr.state.az.us.

Previous Fire/Flood

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

Pests

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

Scorpions: Scorpions, on the other hand, may be difficult to eliminate. If the buyer has any concerns or if the SPDS indicates the seller has seen scorpions or other pests on the property, seek the advice of a pest control company. A source of information on scorpions may be found at www.desertusa.com/oct96/du_scorpion.html.

Bed Bugs: Bed bug infestations are on the rise in Arizona and nationally, for more information visit the following websites:
www.azdhs.gov/phs/oids/vector/bedbugs/files/Bed-Bug_FAQs.pdf
www.cdc.gov/parasites/bedbugs/
www.epa.gov/bedbugs/

Roof Rats: For information on roof rats, which have been reported in some areas, www.maricopa.gov/EnvSvc/VectorControl/RR/RRInfo.aspx.

Termites and bark beetles: For information on termites or bark beetles, which have been reported in some forested areas, see www.sb.state.az.us/.

Endangered and Threatened Species

Certain areas in the state may have issues related to federally listed endangered or threatened species that may affect land uses. Further information may be obtained by going to the following U.S. Fish and Wildlife website, www.fws.gov/southwest/es/arizona/, or contact the appropriate planning/development service department.

Deaths and Felonies on the Property

An Arizona law states that sellers and real estate licensees have no liability for failure to disclose to a buyer that the property was ever the site of a natural death, suicide, murder or felony, www.azleg.state.az.us/ars/32/02156.htm. This information is often difficult to uncover; however, the local law enforcement agency may be able to identify calls made to the property address.

Indoor Environmental Concerns

Mold: Mold has always been with us, and it is a rare property that does not have some mold. However, over the past few years a certain kind of mold has been identified as a possible contributor to illnesses. Allergic individuals may experience symptoms related to mold. The Arizona Department of Health Services, Office of Environmental Health, states: "If you can see mold, or if there is an earthy or musty odor, you can assume you have a mold problem." www.hs.state.az.us/phs/oeh/invsurv/air_qual/mold_contents.htm
The Environmental Protection Agency (EPA) and Centers for Disease Control and Prevention websites also contain valuable information: www.epa.gov/mold/ and www.cdc.gov/mold/default.htm.

Chinese Drywall: There have been a few reports of Chinese Drywall used in Arizona homes, see www.cpsc.gov/info/drywall/where.html for more information.

Radon gas and carbon monoxide: Radon gas and carbon monoxide poisoning are two of the more common and potentially serious indoor air quality ("IAQ") concerns. Both of these concerns can be addressed by the home inspector, usually for an additional fee. For information on radon levels in the state, go to the Arizona Radiation Regulatory Agency's website www.azrra.gov/radon/index.html.

Drug labs: Unremediated meth labs and other dangerous drug labs must be disclosed to buyers/tenants by Arizona law. A list of unremediated properties and a list of the registered drug laboratory site remediation firms can be found at www.azbtr.gov/listings/drug_lab_site_clean_up.asp.

Other: For information on other indoor environmental concerns, the EPA has a host of resource materials and pamphlets available at www.epa.gov/iaq/iaqinfo.html and www.epa.gov/iaq/pubs/index.html.



Property Boundaries

If the property boundaries are of concern, a survey may be warranted. For example, a survey may be advisable if there is an obvious use of property by others (i.e., a well-worn path across a property and/or parked cars on the property) or fences or structures of adjacent property owners that appear to be built on the property. For more information, visit the Arizona Professional Land Surveyors website at www.azpls.org. A list of surveyors may be obtained from the Board of Technical Registration at www.btr.state.az.us.

Flood Plain Status

If the property is in a flood zone, an additional annual insurance premium of several hundred dollars may be required (check with your insurance agent about cost and coverage). If the property is in an area deemed high risk, the buyer may be required by the lender to obtain flood hazard insurance through the National Flood Insurance Program. Find details on flood plain status at:

Maricopa County: www.fcd.maricopa.gov/

Coconino County: www.coconino.az.gov/information.aspx?id=23077

Emergency Preparedness Information www.readycoconino.az.gov/

Pima County: www.rfcd.pima.gov

Phoenix: www.phoenix.gov/devpro/floodpl.html

Tucson:

www.tucsonaz.gov/dsd/Site_Review/Engineer___Flood/Status_Requests/status_requests.html

Other parts of the state: www.azgs.az.gov/hazards_floods.shtml

FEMA Flood Map Service Center: www.fema.gov/hazard/flood/index.shtml

Insurance (Claims History)

Many factors affect the availability and cost of homeowner's insurance. Some insurance companies use a database known as the Comprehensive Loss Underwriting Exchange ("C.L.U.E.") in their underwriting practices to track the insurance claim history of a property and of the person applying for insurance coverage. Property owners may request a five year claims history from their insurance agent or purchase a C.L.U.E. report online at <https://personalreports.lexisnexis.com/index.jsp> or by calling 866-527-2600. For additional insurance information, visit the Arizona Department of Insurance website at www.id.state.az.us/consumer.html and read "*The New Reality of Property Insurance - What You Should Know*" at www.aaronline.com/documents/insurance.pdf.

Other Property Conditions

Plumbing: Check functionality.

Cooling/Heating: Make sure the cooling and heating systems are adequate. Arizona State Chapter affiliate of the Air Conditioning Contractors of America: www.acca-az.org/.

Electrical systems: Check for function and safety.

CONDITIONS AFFECTING THE AREA SURROUNDING THE PROPERTY THE BUYER SHOULD INVESTIGATE

Every property is unique; therefore, important conditions vary.

Environmental Concerns

It is often very difficult to identify environmental hazards. For environmental information, search the ADEQ website at www.adeq.state.az.us. The ADEQ website contains information regarding the locations of open and closed landfills (Solid Waste Facilities) at www.azdeq.gov/environ/waste/solid/map.html and wildfire information at www.azdeq.gov/function/programs/wildfire.html, as well as air quality information, water quality information and more.

Environmentally Sensitive Land Ordinance: Approximately two-thirds of the City of Scottsdale is affected by the Environmentally Sensitive Land Ordinance (ESLO), which requires some areas on private property be retained in their natural state and designated as National Area Open Space (NAOS). For more information about how the ESLO and NAOS may impact affected property, go to www.scottsdaleaz.gov/codes/ESLO.

Electromagnetic Fields

For information on electromagnetic fields, and whether they pose a health risk to you or your family, visit the following websites: www.niehs.nih.gov/health/topics/agents/emf/

Superfund Sites

There are numerous sites in Arizona where the soil and groundwater have been contaminated by improper disposal of contaminants. To check if a property is in an area designated by the ADEQ as requiring cleanup, see www.azdeq.gov/environ/waste/sps/phx.html for available maps to view. The EPA also has information on Federal sites at www.epa.gov/superfund/ and in Spanish at www.epa.gov/superfund/spanish/index.htm.



Freeway Construction and Traffic Conditions

Although the existence of a freeway near the property may provide highly desirable access, sometimes it contributes to undesirable noise. To search for roadway construction and planning, go to the Arizona Department of Transportation ("ADOT") website at www.azdot.gov/Highways/. Check ADOT maps to find the nearest future freeway routes and roads in the area slated for widening. For traffic conditions, visit www.az511.com/.

Crime Statistics

Crime statistics, an imperfect measurement at best, provide some indication of the level of criminal activity in an area. To check the crime statistics for the cities of Phoenix, Tempe, Glendale, Mesa, Scottsdale, Chandler, Gilbert and Peoria, go to www.faxnet1.org or the city of Phoenix website <http://phoenix.gov/POLICE/cristal.html>. A visit or phone call to other law enforcement agencies may be required.

Tucson: <http://tpdinternet.tucsonaz.gov/Stats/>.

For crime statistics in **all Arizona cities** go to www.azleague.org/index.cfm?fuseaction=about.cities click on the city/town and search for "crime statistics."

Sex Offenders

Since June 1996, Arizona has had a registry and community notification program for convicted sex offenders. This information may be accessed at <https://az.gov/webapp/offender/main.do>. Prior to June 1996, registration was not required, and only the higher-risk sex offenders are on the website. The presence of a sex offender in the vicinity of the property is not a fact that the seller or real estate agent is required to disclose.

City of Glendale: For more information go to www.glendaleaz.com/police/sexoffenderinfocenter.cfm.

Forested Areas

Life in a forested area has unique benefits and concerns. For information on protecting your property from wildfire, go to www.azsf.az.gov/ or www.firewise.org/. See also, Arizona Firewise Communities, <http://cals.arizona.edu/firewise/>. Contact county/city fire authority for information on issues particular to your community.

Zoning/Planning/Neighborhood Services

Phoenix: www.phoenix.gov/PLANNING/index.html

Scottsdale: www.scottsdaleaz.gov/Topics/Planning

Tucson: www.ci.tucson.az.us/planning.html

Other cities and towns: www.azleague.org

Military and Public Airports

The legislature has mandated the identification of areas in the immediate vicinity of military and public airports that are susceptible to a certain level of noise from aircraft. The boundaries of these areas have been plotted on maps that are useful in determining if a property falls within one of these areas. The maps for military airports may be accessed at www.re.state.az.us/AirportMaps/MilitaryAirports.aspx; view maps for many of the public airports at www.re.state.az.us/AirportMaps/PublicAirports.aspx. These maps are intended to show the areas subject to the preponderance of airport-related noise from a given airport. Periodic over-flights that may contribute to noise cannot usually be determined from these maps.

Schools

Although there is no substitute for an on-site visit to the school to talk with principals and teachers, there is a significant amount of information about Arizona's schools on the Internet. Visit www.ade.state.az.us for more information. The ADRE advises: "Call the school district serving the subdivision to determine whether nearby schools are accepting new students. Some school districts, especially in the northwest part of the greater Phoenix area, have placed a cap on enrollment. You may find that your children cannot attend the school nearest you and may even be transported to another community." www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx

City Profile Report

Information on demographics, finances and other factors drawn from an array of sources, such as U.S. Census Bureau, Bureau of Labor, Internal Revenue Service, Federal Bureau of Investigation, and the National Oceanic and Atmospheric Administration. www.homefair.com/find_a_place/cityprofile/



OTHER METHODS OF GETTING INFORMATION ABOUT A PROPERTY

Talk to the Neighbors

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

Drive around the Neighborhood

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

MARKET CONDITIONS ADVISORY

The real estate market is cyclical and real estate values go up and down. The financial market also changes, affecting the terms on which a lender will agree to loan money on real property. It is impossible to accurately predict what the real estate or financial market conditions will be at any given time.

The ultimate decision on the price a Buyer is willing to pay and the price a Seller is willing to accept for a specific property rests solely with the individual Buyer or Seller. The parties to a real estate transaction must decide on what price and terms they are willing to buy or sell in light of market conditions, their own financial resources and their own unique circumstances.

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

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

FAIR HOUSING AND DISABILITY LAWS

The Fair Housing Act prohibits discrimination in the sale, rental, and financing of dwellings based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability). Visit HUD's Fair Housing/Equal Opportunity website at http://portal.hud.gov/portal/page/portal/HUD/program_offices/fair_housing_equal_opp. For information on the Americans with Disabilities Act, visit www.usdoj.gov/crt/ada/adahom1.htm.

ADDITIONAL INFORMATION

NATIONAL ASSOCIATION OF REALTORS® (NAR): www.realtor.com

NAR's Ten Steps to Homeownership:

<http://finance.move.com/homefinance/guides/buyers/default.asp?lnksrc=FINHPGDS002&poe=move&tran=vud>

Home Closing 101: www.homeclosing101.org/

INFORMATION ABOUT ARIZONA GOVERNMENT

Links to state agencies, city and county websites: www.az.gov
Geographic Information System (GIS) - Maps and information based on a specific address: www.az.gov/webapp/govinfo/main.do

ARIZONA DEPARTMENT OF REAL ESTATE

Consumer Information: www.azre.gov/InfoFor/Consumers.aspx

ARIZONA ASSOCIATION OF REALTORS®

Consumer Assistance:

www.aaronline.com/ConsumerAssistance/Default.aspx

Find a REALTOR®:

www.aaronline.com/ConsumerAssistance/FindARealtor/



Arizona Department of Real Estate

BUYER ADVISORY

A Resource for real estate consumers provided by the
Arizona Association of REALTORS®



BUYER ACKNOWLEDGMENT

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

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



Buyer's Signature DATE

Buyer's Signature DATE

May 2011

Initials _____ / _____



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