

Home Seller's Guide



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Contents

Don't Make a Move Without a REALTOR®	1
Why Does a Realtor Charge Commission?	2
Determining Property Value	3
Steps in the Home Purchase Process	4
What is "Escrow"?	5
Title Insurance.....	6
Seller Information for Escrow	7
Reviewing Your Title Commitment.....	9
What is a Preliminary Title Report?.....	10
CLUE Report.....	11
The Appraisal Process.....	12
A Home Warranty	13
Wood Destroying Organism Report	14
Arizona's "Good Funds" Law.....	16
Preparing Your Home for the Market	17
Staging Your Home for Showing.....	18
Moving Time Check List.....	19
Useful Phone Numbers.....	20
Notes.....	24
Seller Advisory.....	25
Residential Resale Real Estate Purchase Contract.....	32

Don't Make A Move Without a REALTOR®

“Finding a home without a REALTOR® is like finding a needle in a haystack.”

As members of the National Association of REALTORS®, a strict Code of Ethics binds Realtors. **Here is why working with a REALTOR® works for you in terms of your interests, convenience, budget and your peace of mind throughout the entire buying process.**

- REALTORS® are the source of the most complete and up-to-date information on market availability, including homes listed by another REALTOR®. Working with a REALTOR® saves valuable time.
- REALTORS® assist in determining what a purchaser can afford as well as available financing options.
- REALTORS® assist in finding the home which best meets a purchaser's needs, from size and style to features and location as well as accessibility to desired amenities.
- REALTORS® can provide information to better inform a purchaser which property to buy, from real estate values to taxes, municipal services to utility costs.
- REALTORS® can be objective about a property and point out disadvantages, as they have no emotional ties. REALTORS® can/will determine “Fair” Market Value assuring the highest possible sales price.
- REALTORS® will negotiate offers and counter offers on your behalf with the Seller until an agreement has been made and will guide you through the loan and escrow process.

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Why does a REALTOR® charge commissions?

Your REAL ESTATE agent is a self employed business professional. Their job is to represent you in the transaction of REAL ESTATE. Whether you are selling a home, or looking to purchase property. A REAL ESTATE agent is hired by you to represent your best interests not just financially, but to help you achieve your realistic expectations. As a licensed REALTOR® a huge amount of responsibility goes along with the job, not only to serve you as a client, but to help protect you and your interests.

Being a REALTOR® is not a nine to five job, there is no wage or salary check from their employer at the end of each pay period and no hourly rate is determined by a labor board. Your REALTOR® is paid only at the successful close of escrow on the property in question.

Being a REALTOR® is just like operating your own business. Your agent faces similar “overheads” found in any business venture with a good portion of their commission satisfying these business related expenses, which directly help serve you as a client. Depending on the agent and the agency he/she represents, that commission is often split with their REAL ESTATE office to help cover the “cost of doing business”.

Other REALTOR® expenses come in many forms. Advertising your house, or their services via magazines and newspapers is extremely expensive. A single page in a “free” publication (i.e., found at the grocery store), can cost several hundred dollars alone each month.

Transportation, vehicle operating costs and rising gasoline prices are also a very expensive portion of a REALTOR’S® business.

Office space/facilities and equipment are a monthly expense for your REALTOR®. “Cutting edge” technology costs money and computers, printers, hardware, software, web-pages, e-mail, cell phones with airtime and long distance, pagers, renewal hours and continued education classes are just some of the things which must be paid by your agent before a commission is ever paid.

When you retain a REAL ESTATE agent, please remember that they are working hard for you and the commission that they earn is typically well deserved.

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Determining Property Value

Arriving at a price for your property is crucial to the sale. While no seller wants to give the property away, neither should it be priced so out of proportion that it will not catch the attention of a buyer. Arriving at a realistic asking price is far easier with the input of a REALTOR® who is familiar with property values, market trends, as well as your competition within the marketplace. They know it because they regularly preview homes for sale as well as those which have sold. Realtors will provide you with enough information in the form of comparable sales (which will compare list prices of properties to actual selling prices for the properties), as well as information about houses which were listed, but for some reason did not sell (listing expired because of condition or high price) in order to better assist you to make an informed decision in pricing your home to meet your needs and if need be, to give you their unbiased, objective opinion.

Purchasers in the market quickly come to realize values having seen a few properties with different amenities, so consider carefully before making the decision to ask more for the house than you really want or what properties are selling for in the neighborhood. Even though you may think you're giving yourself negotiating room, if the price is not realistic, a prospective Purchaser may never see it simply because it is priced so high. A home priced too high may actually cost you money when it's reduced over and over again in order to entice a Purchaser.

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Steps in the Home Purchase Process

1. Conditional Loan Approval (CLA)
2. Contract negotiation and acceptance and Sellers Property Disclosure (SPDS)
3. Escrow is opened and Title Report is ordered
4. Begin loan process
5. Home inspections period. Contact hazard insurance company to verify property and individual insurability. Repairs accepted.
6. Appraisal is ordered by lender
7. Loan documents drawn by lender
8. Loan and escrow documents signed at Security Title and final closing deposit is made
9. Funding by lender
10. Recordation of loan and escrow documents with County Recorder
11. Property transfer is complete; sale proceeds funds disbursed

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WHAT IS “ESCROW”?

As Webster defines escrow: *“A contract or other written agreement deposited with a third person, by whom it is to be delivered to the grantee on fulfillment of some condition...”*

For a title and/or escrow company, their duty is to act as a neutral third party, holding all documents and monies as required by the purchase contract, until all of the terms and conditions in the contract have been met and the property is in title insurable condition. We then make the transfer from the Seller to the Purchaser. Title companies do not work for the Seller nor for the Purchaser, however are employed by **both** of the parties and act only upon mutually agreed written instructions from the Purchaser and the Seller. Purchasers and Sellers deposit monies, documents, receipts and written instructions generally in the form of a purchase contract and addenda to the contract with a neutral third party. In Arizona, a title company, or an escrow company, rather than an attorney serves this purpose while a few states still use attorneys.

Arizona does not perform “Table” closings. Title companies prepare the necessary paper work, including the standard documents like the conveyance deed, Affidavit of Value and the Identity Statement to be signed far in advance of the actual closing date specified in the purchase contract leaving last minute requirements such as loan documents and disclosures prepared by the lender to be signed just prior to recordation. When you arrive for signatures on lender and title company documents, it’s usually the week of, or a few days prior to the recordation date referenced as the “close of escrow” date on the purchase contract. In Arizona, “closing” or “close of escrow” is considered to be the recordation of all conveyance and loan documents, as they apply, as specified in the AAR Purchase Contract although some lenders may refer to “closing” as the day loan documents are signed. If you are obtaining a new loan, the signed loan package must be returned to the lender for review and subsequent funding of the loan. That process alone may take several hours or several days depending on the individual lender’s requirements. It is in your best interest to be in close contact with your REALTOR®, your lender and your title company two weeks prior to your scheduled close of escrow date to insure a timely close.

Upon the title company’s receipt of all “**GOOD FUNDS**” *, including but not limited to, Purchasers’ closing funds, loan proceeds and fulfillment of all conditions and contingencies, the documents are released for recording. Many title companies in Maricopa and Pinal County, including Security Title, record electronically. Documents are scanned and transmitted to the Maricopa County Recorder’s Office. Upon notification by the County Recorder that the documents have been recorded, all funds are disbursed and final closing packages provided to all of the parties. All closing funds ***must*** be in the form of either a Cashier’s Check or Certified Check drawn on an Arizona banking or savings institution, or a wire transfer. Out of state or personal checks will not be considered “**GOOD FUNDS**” until our bank has been notified that the funds have cleared and are available for use. Depending on the type of check and the location of the bank or institution upon which the funds were drawn, this may be three (3) to ten (10) business days after the funds are deposited into escrow. Please plan ahead so that the necessary funds will be available at closing and the clearing of checks will not be an issue that delays your closing. Should you find that you have additional questions, consult your REALTOR® or Escrow Officer.

(*See the Arizona Good Funds Law included in this booklet for Specific Funds Requirements)

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TITLE INSURANCE

What is it? Title insurance provides coverage for certain losses resulting from defects in the title (items either missed or unknown or unavailable to the title company in past searches) which occurred prior to your ownership. A Seller may convey only those rights which were previously conveyed and were conveyed with clear and marketable title. Title insurance protects against prior fraud or forgery heretofore undetected until after closing which might jeopardize your ownership and the investment in your home.

Background on the title industry. Prior to development of the title insurance in the late 1800's, home buyers received a Grantor's Warranty, an Attorney's Title Opinion or an Abstractor's certificate (abstract of title) as assurance of home ownership. Purchasers relied completely on the financial integrity and honesty of the grantor, attorney, or abstractor should a claim arise. Title insurance companies today are regulated by state statute and are subject to banking and/or insurance commission guidelines and are required to post in some instances substantial financial guarantees to ensure that claims, should they be made are paid in a timely manner. Each company must maintain "title plants" which house duplicate records of deeds, mortgages, plats and additional pertinent county real property records.

Why title insurance? Title insurance assures a Purchaser that they are acquiring marketable title from the Seller. The purpose of title insurance is to eliminate risk or possible loss by past defects in title. Title insurance protects the interest of the lender (Lender's Policy) as well as the Purchaser (Owners policy) for as long as they, or their heirs, have an interest in the property.

How often do I pay for title insurance? Title insurance is a one-time premium paid at the close of escrow. It is customary in this marketplace for a Seller to pay for the Owner's Policy. If the Purchaser is obtaining a new loan, it is customary in this marketplace for the Purchaser to pay for the Lender's Policy. The policy has a perpetual term and provides coverage for as long as you are in a position to suffer a loss.

Do all title companies offer the same protection? The ALTA Homeowner's Policy of Title Insurance is required, if available, on line 117 of the current AAR Residential Resale Real Estate Purchase Contract. This policy combines the easy to understand ALTA 1-4 Family, Plain Language Residential Policy with 19 additional coverage items, including coverage for events happening after the effective date of the policy. Deductibles, maximums and conditions may apply. Security Title offers the ALTA Homeowner's Policy. Be sure that you ask if your title company does as well.

Note: if you to sell your home in the future, a new title insurance policy will be needed to protect your Purchaser for the time prior to and during your ownership for any defects that may have occurred.

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Seller Information For Escrow

Telephone: _____ Fax: _____

Name: _____

Property Address: _____

SOCIAL SECURITY ID NUMBERS: _____

Title companies are unable to request payoff information on your behalf without your social security number. This information will be required by your Escrow Officer when you open escrow.

Please provide all information requested by your Escrow Officer as soon as possible in order to expedite the escrow process. Items which will be included are all existing loans, including credit lines, pool loans, etc.:

LOANS:

1st Mortgage:

Lender: _____

Address: _____

Phone No.: _____

Loan No.: _____

2nd Mortgage:

Lender: _____

Address: _____

Phone No.: _____

Loan No.: _____

3rd Mortgage:

Lender: _____

Address: _____

Phone No.: _____

Loan No.: _____

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SELLER INFORMATION FOR ESCROW (CONTINUED)

EQUITY CREDIT LINES: You will also authorize and instruct your existing Lender to freeze the existing credit line, and Sellers will agree not take any further advances/draws from accounts.

Homeowners Association Name: _____

Management Company Name: _____

Address: _____

Phone Number: _____

Contact: _____

(2nd) Homeowners Association Name: _____

Management Company Name: _____

Address: _____

Phone Number: _____

Contact: _____

IRRIGATION:

Irrigation currently provided at property: Yes No

Irrigation Company Name: _____

Phone Number: _____ Account Number: _____

At the close of your escrow, existing real estate loans, lines of credit, etc. will be paid off through escrow from your proceeds. In addition, any Homeowners Association or Irrigation Company will be required to provide a written statement of fees and requirements for the transfer to your new Purchaser. Providing this information to your Escrow Officer assists in the processing of your escrow in a timely fashion.

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Reviewing Your Title Commitment

The following is provided to help understand the Title Commitment, also referred to as a **Preliminary** Title Report, which you receive from Security Title. Upon receipt, you should review the document with attention to these areas:

SCHEDULE A: This reflects information provided to the Title Department by your Security Title Escrow Officer as a result of the purchase contract and a preliminary search of the public records regarding the Seller. Information provided by the Purchaser and/or Realtor, such as the legal description of the property, purchase price, loan amount, lender, name and marital status of Purchaser and the Seller is reflected.

Be certain the information reflected in Schedule A is correct as this will be reflected in all of your documents, including any lender documents.

SCHEDULE B: "Exceptions" are items which run with the land to include Covenants, Conditions and Restrictions (CC&Rs), easements, homeowners association requirements, mineral rights as reserved in patents, leasehold interests and other items which will remain of record following transfer of the property. They are called "exceptions" because the Purchaser will receive clear title "except" the Purchaser's rights to use of the property will be subject to the CC&Rs, easements for utilities of record and perhaps others as described in the "Exceptions". A Purchaser should carefully read the Schedule B documents which further define a Purchaser's use of the property.

REQUIREMENTS: These are items that Security Title needs to eliminate or "clear" from the title in order to provide a Marketable title to the Purchaser. Items which must be cleared include:

- Payment of property taxes
- Assessments owed of record
- Any encumbrances (or liens) on the property.

Often requirements are shown because another individual has a name similar to one of the parties in the escrow. Security Title may ask for an Identity Statement in order to determine if items which show up are related to our parties and if they can be deleted.

Recorder's Requirements: The County Recorder's office specifies the required size, margins and print size on documents to be recorded.

If you have any questions, remember an answer from your Ugetwkl Title Escrow Officer is just a phone call away .

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WHAT IS A COMMITMENT FOR TITLE?

(Also called a PRELIMINARY TITLE REPORT,
“PRE” OR “PRE-LIM”)

The name PRELIMINARY REPORT (“Pre” or “Pre-lim”) has its origin because it is issued prior to the close of escrow and the issuance of the policy of title insurance.

A preliminary report sets out the conditions of title based upon an examination of the public records for a particular parcel of land, as of the date searched.

Even though a buyer may be unaware of the importance of obtaining a title insurance policy, it is a requirement of the lender.

Prior to a lender "funding" a loan, they require a preliminary report showing the condition of title. The lender will review the report and give his/her approval of the exceptions (items against the property) which will appear on the final title policy. The lender needs to protect "their interest" by making sure their position is not threatened by other liens or judgements.

Once the real estate agent has a signed contract, it is time to "open escrow", which will generate a "Preliminary Title Report." Now the order is "open" and matters of record relative to the title on the subject property are assembled in the title search and examined by skilled title technicians. The preliminary report is then typed and sent to the real estate agents with a copy for the clients and a copy is sent directly to the Purchaser's lender.



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Don't have a clue about a CLUE Report?

CLUE, an acronym for “Comprehensive Loss Underwriting Exchange” is another hot button in the real estate industry. CLUE is a database of homeowner insurance policy claims information. In existence for some years now, insurance companies use the database to determine both the issuance as well as the continuance of homeowner’s insurance policies.

A CLUE Report consists of two parts, one addresses the insured’s claim history, the other the property’s claim history. How many claims an insured has made as well as what type of claims can affect their insurability. The type and number of claims made on the property affect the insurability of the residence. In determining whether or not to issue or terminate new policies, some insurers consider both the claims history of the proposed insured (home purchaser) as well as the claims history of the property itself; still others consider the claims history of the proposed insured alone. In other words, there is no standard for making the insurability determination within the industry. Nonetheless, a CLUE Report may affect not only a property which interests the purchaser, but the purchaser as well depending upon the number of claims the purchaser has made together with the types of claims the purchaser has made.

Home purchasers have no access to the CLUE database information through their own insurance carrier because they don’t yet own the property, nor for that matter is their insurance agent able to supply them any information on the property. A purchaser is permitted to see only that part of the report that pertains to his or her own individual claims history. The property seller alone may provide a copy of the report to a prospective purchaser and the seller may obtain a copy of the CLUE Report from www.choicetrust.com for a nominal fee.

As a consequence of the impact that CLUE may have not only on the insurability of a property, but individual purchasers as well, Realtors and their clients should consider three things:

1. Make disclosure of the CLUE Report one of the contingencies of the contract
2. Submit your insurance application early
3. Should your current carrier determine a property uninsurable, consider a company that makes its determination solely on the purchaser’s claim history, not that of the property as well.

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The APPRAISAL Process

When a Purchaser is securing a new loan in order to buy a home, the new lender will require an independent, licensed appraisal to determine fair market value of the Seller's property. The appraiser researches similar properties that have sold in the past 180 days and are similar in size, age, construction as well as amenities.

An appraiser sets an appointment to see the property and takes about 30 minutes to an hour of your time in viewing the property for appraisal. He or she measures your home, draws a representative floor plan, photographs the residence inside and out and notes property condition, specific improvements and amenities. Help the appraiser as well as yourself by providing a list of improvements/remodeling projects completed since your purchase with an approximate dollar amount for each. Remember that remodeling projects rarely bring a full return on investment, however the list will ensure the appraiser is aware of improvements made to the property.

Appraisers provide a typed report to the Purchaser's lender within a few days. You are notified should the lender require repairs prior to making a loan on the home. If specified in the contract, repairs must be made and the appraiser will return to review required repairs and a re-inspection fee would likely be charged.

Note: If the Purchaser applies for an FHA or VA loan, the property must meet certain requirements. Chipped/peeling paint on any structure on your property must be scraped and repainted. Missing/damaged shingles, missing slats or blocks in your fence will have to be replaced as well. Additional repairs and/or improvements may have to be made prior to close of escrow as well. Your Realtor can advise you on the most current FHA/VA requirements.

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A HOME WARRANTY

A home warranty is an insurance policy that covers a variety of mechanical, electrical, and plumbing items, as well as some appliances inside the home. Optional coverage is available for additional cost for additional systems such as air conditioners, refrigerators, pools and spas.

Sellers may purchase a home warranty plan prior to selling in order to protect against repairs needed during the listing period. The Purchaser may have the option to assume the policy at the close of escrow, or the Seller may offer to purchase a home warranty policy for the Purchaser. Offering a home warranty plan can provide these benefits:

- Increase the marketability of your home by reassuring the potential Purchaser
- Help sell the home faster
- Prevent potential disputes after the sale for repair and/or replacement of covered items.

Most home warranty plans can be paid for at the close of escrow. A copy of the invoice is presented to Security Title and it becomes part of the Seller's closing costs.

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WOOD DESTROYING ORGANISM REPORT

This report is prepared by a state certified inspector as evidence of the existence or absence of wood destroying organisms or pests which were visible and accessible on the date the inspection was made. In almost every instance when our office receives a request for an inspection the caller refers to it as a "termite inspection." This indicates that almost everyone believes that the inspections are limited to inspecting for signs of termite activity. This conception is only partially correct. In addition to looking for subterranean termites, the inspector is looking for signs of activity from other wood destroying organisms such as:

- dry wood termites
- carpenter ants
- carpenter bees
- wood destroying fungus

In preparing your house for this inspection the homeowner can do certain things that will save money and insure a clean report at the time of the initial inspection. Check your house for conditions conducive to infestation as these conditions are easy to spot and in most instances are simple to correct.

Walk around the exterior of your house and check for these conditions:

1. Wood to Earth Contact

- a. If you have a wood fence around your yard, does any portion of the wood fence or wood gate come in contact with the house and the soil abutting the house?

If this condition exists you can correct it by either:

- digging the soil away from the wood that is in contact with the house;
 - cutting the wood so that you have relieved the contact with the soil;
 - placing a piece of sheet metal between the structure and the wood in contact with the soil;
 - trenching around the base of the board to relieve all contact with the soil and filling the trench with concrete.
- b. Concrete form boards on trellises in the soil and in contact with the house:
 - Correct this condition by removing the trellises and the form boards.
 - c. Patio posts in the soil:
 - Correct this condition by trenching the soil around the base of each post to relieve all soil contact and fill the trench with concrete.
 - d. Wood patio built directly onto the soil:
 - Correct this condition by making certain that no part of the patio construction is in direct contact with the house.
 - e. Railroad ties or other wood used to form a planter is touching the house:
 - Correct this condition by cutting the wood to relieve contact with the house or place a piece of sheet metal between the wood and the house.

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WOOD DESTROYING ORGANISM REPORT (continued)

2. Excessive Cellulose Debris

- a. Overgrown dried grass or dried landscape cuttings along the stem wall can attract termites.
 - You can correct this condition by cutting all of the dried grass away from the stem wall of the house and raking the landscape cuttings away from the stem wall.

3. Faulty Grades

- a. While inspecting the exterior of your house make certain that all drainage off the roof is able to flow away from the structure. Check all soil elevation around the structure to be sure that water can flow away from the stem wall. If you find conditions that allow water to accumulate and stand along the stem wall you must correct it.
 - You can correct this condition by grading the soil to allow the water to flow away from the house or filling in soil to a grade that allows for the flow of water away from the stem wall. If you must fill in soil be sure that you do not raise the soil level above the stem wall.

4. Excessive Moisture

- a. While inspecting your house (interior and exterior) check for water leaks from:
 - showers
 - through your roof
 - outside faucets
- b. Leaking drainage outlets from your cooling systems often leak directly onto the soil abutting the house keeping the soil constantly wet.
 - You can correct this condition by extending the draining outlet by adding plastic piping allowing it to drain away from the house.
- c. Correct these conditions by stopping the leaks that provide the termites with a moisture source.

Most of these conditions are easy to spot and inexpensive to correct. Be a smart seller and address these conditions before your house is in escrow. If you aren't certain about the condition of your property seek the assistance of a State Certified pest inspector to assist you.

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ARIZONA'S "GOOD FUNDS" LAW

Arizona law requires that escrow agents not disburse money from an escrow account until funds related to the transaction have been deposited and are available.

SECURITY TITLE'S GUIDELINES CONCERNING THE AVAILABILITY OF FUNDS

All availability dates are based on funds deposited in our bank. The following information outlines the "availability of most common types of deposited funds.

Type of Deposit	Same Day*	Next Day * (1 st Business Day)	2 nd Day*	5 th Day*
Bank Wire, Electronic Payment or Transfer	X			
Cashier's, Certified and Teller's Checks		X		
Official Checks – Drawn on Local ** FDIC Institution		X		
Official Checks – Drawn on <i>Non-Local and/or Non-FDIC</i>				X
US Treasury Checks, US Postal Money Orders		X		
All other Money Orders (Non-US Postal)				X
Federal Reserve, Federal Credit Union & Federal Home Loan Bank Checks		X		
Local ** State, Count, Municipal Gov't Checks (Must be In-State and Local**)		X		
Non-Local, State, County, Municipal Gov't Checks (5 th Day)				X
Local ** Checks including: Personal, Corporate, Credit Union, Money Market & Traveler's Checks			X	
Non-Local Checks including: Personal, Corporate, Credit Union, Money Market & Traveler's Checks				X
On-US Checks ***		X		
Third Party Checks: It is our company policy not to accept third party checks. Exceptions must be approved by Escrow Administration				
Drafts: No disbursement until funds received				

- * **Business Day:** Funds are potentially available on the *Business Day indicated above. A business day is defined as a calendar day other than Saturday and Sunday, and excluding most major holidays. If January 1st, July 4th, November 11th or December 25th fall on a Sunday, the next Monday is excluded from the definition of a business day. Note that individual banks may require additional "hold" periods longer than shown above.
- ** **Local:** A Check is considered "local" when it is drawn against a bank located in the same processing region as the depository bank. The check-processing region for the State of Arizona is the Los Angeles Region. Any check with a four-digit ABA Number beginning with "12" or "32" is "local".
- *** **On-US Checks:** Next day availability is dependent on the check being drawn against the same bank or branch as the depository bank and in the same check-processing region, meaning the ABA numbers must begin with "12" or "32".

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Preparing Your Home For The Market

Your home's first impression on a prospective Purchaser is its most important one. The first thing you should do is clean, clean and then clean some more. Freshly painted walls and doors will make an impact as well. Ask your Realtor for specific advice, as they know what your competition is in the marketplace. Here is a list of "must dos" for every Seller:

- Mow the lawn, keep it neatly edged; trim shrubs so Purchasers can see your home
- Paint the front door and polish or replace the hardware and front door mat
- Replace any torn screens or broken windows
- Make sure the doorbell is working with a pleasant chime and can be heard from the front door
- All outside lighting should be working; clean light surfaces to get the brightest light possible (no dirt or cobwebs!)
- Repair exterior wall cracks and or discoloration; paint the house if needed, it's money well spent
- Clean the driveway and garage of any stains; remove all boxes in the garage to a storage unit
- Make sure the garage door is working smoothly
- Shampoo carpeting or replace if worn or discolored; a neutral color on the floor sells far faster than a color or mixed colors
- Clean the floors, particularly the caulking on tile floors
- If doors or windows squeak or stick, fix them
- Tighten all cabinet doors and repair/replace any loose cabinet or door knobs
- Paint interior of home a light neutral or white color as it makes the home appear larger as well as clean
- Make the windows sparkle and clean the window coverings
- Repair all leaky faucets and freshly caulk bathtubs and showers
- Be sure all toilet seats are or look new and are firmly attached
- Purchase new shower curtains
- Repair ceiling or ventilating fans that are noisy
- Make sure all kitchen appliances are spotless and working properly
- Pack away and remove all clutter (photos, nick-knacks and collectibles) in the house; the Purchaser needs to see your house, not your things
- Organize and clean out both your closets and your pantry
- No extension cords in view
- Keep washer and dryer as well as laundry and laundry room clean and empty
- Replace all air filters
- Pool and/or spa as well as equipment and mechanics should be kept clean and working properly
- Inspect fences, gates and their latches; paint if necessary, replace if needed
- Ask your Realtor about staging your home prior to showing or placing your home on the market; their assistance can make rooms appear larger. Consider storing some furniture.

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Staging Your Home for Showing

This is extremely important and you should consult your Realtor for guidance as he/she will be most familiar with the competition on the market. In order to make the best impression on a prospective Purchaser, keep your home clean, neat and clutter-free as well as in good repair at all times.

- Even a slightly messy or dirty home will cause a prospective Purchaser to look for every flaw
- Clear all clutter from kitchen and bath counter tops
- Raise the window shades, open the blinds, open the draperies and turn on the lights
- Eliminate all tobacco odors by cleaning draperies and carpets as well as pet odors and cooking odors but be wary of air fresheners and potpourri, better no odors at all
- Always leave the house and take pets with you during a showing and be sure to clean up litter boxes before you leave
- Reduce street noise by closing the windows (not the draperies)
- Empty and clean trash and waste paper containers prior to leaving and place them out of sight
- Keep the garage door closed and the driveway empty; if you own a boat or RV this would be a good opportunity to store it off site, showcase the house, not your vehicles
- Wipe water and stains from kitchen and bath sinks, the tub and/or shower and polish metal to a shine
- Be sure the beds are made
- All closets need to be clean and organized, including the pantry
- Toss out newspapers
- Ask your Realtor about furniture and additional staging suggestions to make your home appear larger to prospective purchasers such as removing to storage any superfluous items of furniture

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Moving Time Check List

A handy reminder for the former home as well as the new one

Former Home

Change of Address Notices

- Forwarding address at Post Office
- All creditors, including credit cards
- Newspapers and periodicals
- All bank accounts/arrange for wire transfer to new bank

Utilities to Cancel

- Telephone (ask about deposit refund)
- Gas and or Electric (ask about refund)
- Water Services
- Trash pick up
- Cable/Satellite

Move Day Items

- Empty Refrigerator
- Pet transportation for move
- Cash/checkbook for travel
- Plan to hand carry valuables
- Arrange automobile transfer if needed
- Leave keys with Realtor
- Leave garage door openers with Realtor
- Pack vacuum cleaner/cleaning supplies/toiletries

Medical Services

- Arrange for transfer of medical records
- Arrange transfer of dental records
- Veterinary records for pets

Children

- Arrange for copies of school transcripts
- Games or sitter to keep children occupied on move day

New Home

Change of Address Notices

- Carrier to hold mail for arrival

Utilities to Turn Off

- Telephone (new number)
- Gas and/or Electricity
- Water Services
- Trash pick up
- Cable/Satellite

Municipal/State Licenses and/or Services

- Driver's License (notify of move or apply for new)
- Auto registration (or move notification)
- Voter registration (or move notification)

Children

- School registrations

Medical Services

- If local, physician referral from current provider
- Dentist for new location
- Veterinary service provider for new location

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Area Information

For New and Current Residents

Utilities & Services for Move-In

Electricity & Gas

Arizona Public Service - Residential Service	(800) 253-9405	www.aps.com
Arizona Public Service (APS) 318 N. Marshall Street, Casa Grande	(520) 421-8400	www.aps.com
Southwest Gas Company 201 W. 4th Street, Casa Grande	(800) 428-7324	www.swg.com
Electrical District #2 5575 E. Eleven Mile Corner Road, Coolidge	(520) 723-7741	www.ed2.com
Electrical District #3 19736 N. John Wayne Parkway, Maricopa	(520) 424-9021	www.ed3online.org
Central Arizona Irrigation & Drainage District 231 S. Sunshine Blvd., Eloy	(520) 466-7336	www.caidd.com
HoHoKam Irrigation & Drainage District 142 S. Arizona Blvd., Coolidge	(520) 723-7751	www.hohokampower.com
San Carlos Irrigation District 120 S. 3rd Street, Coolidge	(520) 723-3701	



Sewer

City of Casa Grande Public Works	(520) 421-8600	www.ci.casa-grande.az.us
Arizona City Sanitation District	(520) 466-5203	
City of Coolidge Public Works	(520) 723-4882	www.coolidgeaz.com
City of Eloy Utilities	(520) 464-3401	www.elayaz.govoffice2.com
Santa Cruz Water Company	(520) 568-4452	www.gwresources.com/utilities-santacruz
Town of Florence Public Works	(520) 868-7620	www.town.florence.az.us



Telephone - Internet - Cable/Satellite (* Some providers carry all services depending upon location)

Quest *	(800) 244-1111	www.qwest.com
Cox Communications *	(520) 836-1444	www.cox.com
EarthLink *	(800) 511-2041	www.earthlink.net
Casa Grande Internet	(520) 421-3333	www.casagrandeinternet.com
Transcend Broadband *	(520) 413-4861	www.transcendbroadband.com
Direct TV	(800) 280-4388	www.directtv.com
Dish Network	(520) 876-5200	www.dishnetwork.com
Cable America Corp (Coolidge) *	(520) 723-7874	www.cableamerica.com



Trash Service

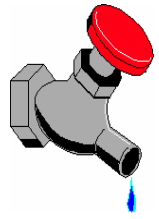
City of Casa Grande Public Works	(520) 421-8600	www.ci.casa-grande.az.us
Arizona City Sanitation Service	(520) 466-6001	
City of Coolidge Public Works	(520) 723-4882	www.coolidgeaz.com
City of Eloy Utilities	(520) 464-3401	www.elayaz.govoffice2.com
Town of Florence Public Works	(520) 723-7620	www.town.florence.az.us
Waste Management (Maricopa - zipcode 85239)	(800) 796-9696	www.wm.com



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Water

Arizona Water Company		www.azwater.com
220 E. 2nd Street, Casa Grande	(520) 836-8785	
448 W. Central Ave., Coolidge	(520) 723-5346	
City of Eloy Utilities	(520) 464-3401	www.elayaz.govoffice2.com
624 N. Main Street, Eloy		
Santa Cruz Water Company	(520) 568-4452	www.gwresources.com/utilities-santacruz
Town of Florence Public Works (Maricopa)	(520) 723-7620	www.town.florence.az.us



Miscellaneous Information Numbers

City Halls

Casa Grande	(520) 421-8600	www.ci.casa-grande.az.us
510 E. Florence Blvd., Casa Grande		
Coolidge	(520) 723-5361	www.coolidgeaz.com
130 W. Central, Coolidge		
Eloy	(520) 466-9201	www.elayaz.govoffice2.com
628 N. Main Street, Eloy		
Florence	(520) 568-7500	www.town.florence.az.us
775 N. Main Street, Florence		
Maricopa	(520) 568-9098	www.cityofmaricopa.net
45145 W. Madison Ave.		



Chamber of Commerce

Casa Grande	(520) 836-2125	www.casagrandechamber.org
575 N. Marshall Street, Casa Grande		
Arizona City	(520) 466-5141	www.azcchamber.com
13640 S Sunland Gin Rd		
Eloy	(520) 466-3411	www.info@eloychamber.com
305 N. Stuart, Eloy		
Florence	(520) 868-7500	www.elaychamber.com

Day Care & Pre-school

Caring Center Child Development	(520) 836-2233	
501 E. Kortsen Road, Casa Grande		
Serendipity Day Care	(520) 836-5522	
1579 N. Trekell Road, Casa Grande		
Tutor Time Child Care	(602) 200-9800	www.tutortime.com
Edison & John Wayne Parkway, Maricopa		
Pinal & McCartney Road, Casa Grande		
Central Lutheran Child Care	(520) 466-5174	
13044 S. Sunland Gin Road, Arizona City		
Mini Leaders	(520) 494-8381	
13354 S. Sunland Gin Road, Arizona City		
Curiel Annex Preschool	(520) 466-2112	
304 N. Alsdorf Road, Eloy		
Grayamark Academy	(520) 568-5750	
44400 W. Honeycutt Road, Maricopa		
Kid's Klub Inc.	(520) 723-7567	
1840 S. Arizona Blvd., Coolidge		
Pinal Gila community Child Services	(520) 723-5321	
1750 S. Arizona Blvd., Coolidge		



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Education

Casa Grande Elementary School District 1460 N. Pinal Ave., Casa Grande	(520) 836-2111	www.cgelem.k12.az.us
Casa Grande Union High School District 1362 N. Casa Grande Ave., Casa Grande	(520) 316-3332	www.cguhs.org
St. Anthony's of Padua Catholic School 501 E. 2nd Street, Casa Grande	(520) 836-7247	www.stanthonypaduaschool.org
Central Arizona College District Office 8470 N. Overfield Road, Coolidge	(800) 237-9814	www.centralaz.edu
Coolidge Unified School District 221 W. Central Ave., Coolidge	(520) 723-2042	www.coolidgeschools.org
Eloy Elementary School District 1011 N. Sunshine Blvd, Eloy	(520) 466-2100	www.eesd.k12.az.u
Eloy - Santa Cruz High School District 900 N. Main Street, Eloy	(520) 466-2200	www.santacruzdevils.us
Florence Unified School District 225 S. Orlando St., Florence	(520) 866-3500	www.florenceusd.org
Maricopa Unified School District 45012 W. Honeycutt Road, Maricopa	(520) 568-5100	www.musd20.org



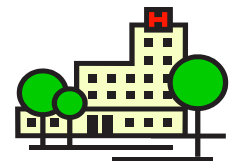
Golf Courses

Dave White Municipal - City of CG 2121 N. Thornton Road, Casa Grande	(520) 836-9216	www.ci.casa-grande.az.us
Francisco Grande 26000 W. Gila Bend Hwy, Casa Grande	(520) 836-6444	www.franciscogrande.com
Arizona City 13939 S. Cleator Road, Arizona City	(520) 466-5327	
Grande Valley 1505 S. Toltec Road, Eloy	(520) 466-7734	www.grandevalleygolf.com
Oasis Golf Course 5467 E. Hunt Hwy., Florence	(480) 888-8890	
The Duke at El Dorado 42660 W. El Dorado Parkway, Maricopa	(480) 844-1100	www.thedukegolf.com



Hospitals

Casa Grande Regional Medical Center 1800 E. Florence Blvd., Casa Grande	(520) 381-6300	www.casagrandehospital.com
Chandler Regional Hospital 475 S. Dobson Road, Chandler	(480) 728-3000	www.chandlerregional.org
Banner Health Care		www.bannerhealth.com



Libraries

Casa Grande Public Library 449 N. Dry Lake Street, Casa Grande	(520) 421-8710	www.ci.casa-grande.az.us
Arizona City Library 13254 S. Sunland Gin Road., Arizona City	(520) 466-5565	www.co.pinal.az.us/library/azcity
Coolidge Library 160 W. Central Ave., Coolidge	(520) 723-6030	www.coolidgeaz.com
Eloy Public Library 100 E. 7th Street, Eloy	(520) 466-3814	www.elayaz.govoffice2.com
Florence Community Library 1000 S. Willow, Florence	(520) 868-9471	www.town.florence.az.us
Maricopa Community Library 44240 West Maricopa/Casa Grande Highway	(520) 568-2926	www.co.pinal.az.us/library/maricopa



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Parks & Recreation Departments

Casa Grande Parks & Recreation 510 E. Florence Blvd., Casa Grande	(520) 421-8600	www.ci.casa-grande.az.us
Coolidge Parks & Recreation 660 S. Main Street, Coolidge	(520) 723-4551	www.coolidgeaz.com
Eloy Parks & Recreation 501 W, 3rd Place, Eloy	(520) 466-7351	www.elayaz.govoffice2.com
Florence Parks & Recreation 132 N. Bailey Street, Florence	(520) 868-4835	www.town.florence.az.us
Maricopa Parks & Recreation 45145 W. Madison Ave., Maricopa	(520) 568-9098	www.cityofmaricopa.net



Police Departments

Casa Grande - Non Emergency 520 N. Marshall Street, Casa Grande	(520) 421-8700	www.ci.casa-grande.az.us
Coolidge - Non Emergency 110 W. Central Ave., Coolidge	(520) 723-4653	www.coolidgeaz.com
Eloy - Non Emergency 630 N. Main Street, Eloy	(560) 466-7324	www.elayaz.govoffice2.com
Florence - Non Emergency 425 N. Pinal, Florence	(520) 868-7681	www.town.florence.az.us
Maricopa - Non Emergency 45145 W. Madison Ave., Maricopa	(520) 316-6800	www.cityofmaricopa.net
Pinal County Sheriff's Office - Non Emergency 971 Jason Lopez Circle, Florence	(520) 866-6800	www.co.pinal.az.us

For Emergency Dial 911



Post Office

Casa Grande 1670 N. Pinal Ave, Casa Grande	(520) 836-7221	www.usps.com
Arizona City 10601 W. Battaglia Road, Az City	(520) 466-5314	www.usps.com
Coolidge 229 W. Central Ave, Coolidge	(520) 723-3011	www.usps.com
Eloy 620 N. Main Street, Eloy	(520) 466-3451	www.usps.com
Florence 501 N. Main Street, Florence	(520) 868-3266	www.usps.com
Maricopa 44920 W. Hathaway Ave., Maricopa		www.usps.com



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Seller Advisory

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.

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® 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/Wastewater 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.



RESIDENTIAL SELLER'S PROPERTY DISCLOSURE STATEMENT (SPDS) (TO BE COMPLETED BY SELLER)



THE PRINTED PORTION OF THIS FORM HAS BEEN APPROVED BY THE ARIZONA ASSOCIATION OF REALTORS®. THIS IS NOT INTENDED TO BE A BINDING CONTRACT.

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, 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

- 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

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

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

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

15. _____

YES NO

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

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

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

21. Are you aware of any proposed or existing association assessment(s)? Explain: _____

22. _____

23. Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?
 Explain: _____

25. Are you aware of any of the following recorded against the Property? (Check all that apply):

26. Judgment liens Tax liens Other non-consensual liens

27. Explain: _____

Initials: _____ / _____
BUYER BUYER

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

BUILDING AND SAFETY INFORMATION

- YES NO**
- STRUCTURAL:**
51. Are you aware of any past or present roof leaks? Explain: _____
52. _____
53. Are you aware of any other past or present roof problems? Explain: _____
54. _____
55. _____
56. Are you aware of any roof repairs? Explain: _____
57. _____
58. Is there a roof warranty? (Attach a copy of warranty if available.)
59. If yes, is the roof warranty transferable? Cost to transfer _____
60. **NOTICE TO BUYER: CONTACT A PROFESSIONAL TO VERIFY THE CONDITION OF THE ROOF.**
61. Are you aware of any interior wall/ceiling/door/window/floor problems? Explain: _____
62. _____
63. Are you aware of any cracks or settling involving the foundation, exterior walls or slab? Explain: _____
64. _____
65. Are you aware of any chimney or fireplace problems, if applicable? Explain: _____
66. _____
67. Are you aware of any damage to any structure on the Property by any of the following? (Check all that apply):
68. Flood Fire Wind Expansive soil(s) Water Hail Other _____
69. Explain: _____
70. **WOOD INFESTATION**
71. Are you aware of any of the following:
72. Past presence of termites or other wood destroying organisms on the Property?
73. Current presence of termites or other wood destroying organisms on the Property?

Initials: _____ / _____
 BUYER BUYER

YES NO

- 74. Past or present damage to the Property by termites or other wood destroying organisms?
- 75. Explain: _____
- 76. _____
- 77. Are you aware of past or present treatment of the Property for termites or other wood destroying organisms?
- 78. If yes, date last treatment was performed: _____
- 79. Name of treatment provider: _____
- 80. Is there a treatment warranty? (Attach a copy of warranty if available.)
- 81. If yes, is the treatment warranty transferrable?
- 82. **NOTICE TO BUYER: CONTACT STATE OF ARIZONA STRUCTURAL PEST CONTROL COMMISSION**
- 83. **FOR PAST TERMITE REPORTS OR TREATMENT HISTORY.**

HEATING & COOLING:

- 84. Heating: Type(s) _____
- 85. Cooling: Type(s) _____
- 86. _____
- 87. Are you aware of any past or present problems with the heating or cooling system(s)?
- 88. Explain: _____

PLUMBING:

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

SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:

- 106. _____
- 107. Does the Property contain any of the following? (Check all that apply):
- 108. Swimming pool Spa Hot tub Sauna Water feature
- 109. If yes, are either of the following heated? Swimming pool Spa If yes, type of heat: _____
- 110. Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
- 111. Explain: _____

ELECTRICAL AND OTHER RELATED SYSTEMS:

- 112. _____
- 113. Are you aware of any past or present problems with the electrical system? Explain: _____
- 114. _____
- 115. Is there a security system? If yes, is it (Check all that apply):
- 116. Leased (Attach copy of lease if available) Owned Monitored Other _____
- 117. Are you aware of any past or present problems with the security system? Explain: _____
- 118. _____

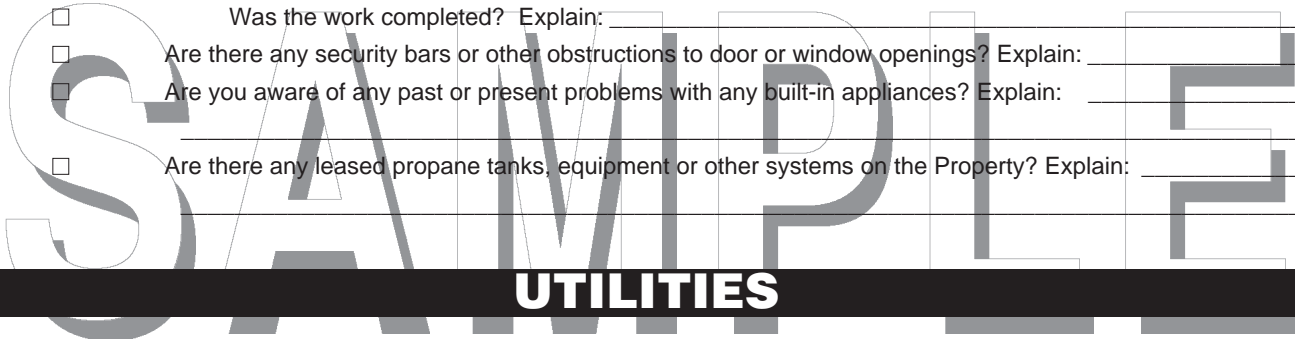
Initials: _____ / _____
 BUYER BUYER

YES NO

- 119. Does the Property contain any of the following systems or detectors?(Check all that apply):
- 120. Smoke/fire detection Fire suppression (sprinklers) Carbon monoxide detector
- 121. If yes, are you aware of any past or present problems with the above systems? Explain: _____
- 122. _____

MISCELLANEOUS:

- 123.
- 124. Are you aware of or have you observed any of the following on the Property? (Check all that apply):
- 125. Scorpions Rabid animals Bee swarms Rodents Owls Reptiles Other: _____
- 126. Explain: _____
- 127. How often is the Property serviced or treated for pests, reptiles, insects or animals? _____
- 128. Name of service provider: _____ Date of last service: _____
- 129. Are you aware of any work done on the Property, such as building, plumbing, electrical or other improvements?
- 130. **(If no, skip to line 135.)**
- 131. Explain: _____
- 132. Are you aware of any rooms added to the Property or converted to bedrooms?
- 133. Were permits for the work required? Explain: _____
- 134. If yes, were permits for the work obtained? Explain: _____
- 135. Was the work performed by a person licensed to perform the work? Explain: _____
- 136. Was approval for the work required by any association governing the property? Explain: _____
- 137. If yes, was approval granted by the association? Explain: _____
- 138. Was the work completed? Explain: _____
- 139. Are there any security bars or other obstructions to door or window openings? Explain: _____
- 140. Are you aware of any past or present problems with any built-in appliances? Explain: _____
- 141. _____
- 142. Are there any leased propane tanks, equipment or other systems on the Property? Explain: _____
- 143. _____



144. **DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?**
- | YES | NO | PROVIDER |
|-------------------------------|--------------------------|--|
| 145. <input type="checkbox"/> | <input type="checkbox"/> | Electricity:..... _____ |
| 146. <input type="checkbox"/> | <input type="checkbox"/> | Fuel: <input type="checkbox"/> Natural gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil _____ |
| 147. <input type="checkbox"/> | <input type="checkbox"/> | Cable: _____ |
| 148. <input type="checkbox"/> | <input type="checkbox"/> | Telephone:..... _____ |
| 149. <input type="checkbox"/> | <input type="checkbox"/> | Garbage Collection:..... _____ |
| 150. <input type="checkbox"/> | <input type="checkbox"/> | Fire: _____ |
| 151. <input type="checkbox"/> | <input type="checkbox"/> | Irrigation: _____ |
| 152. <input type="checkbox"/> | <input type="checkbox"/> | Water <input type="checkbox"/> 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 |
| 153. | | If water source is a private or shared well, complete and attach DOMESTIC WATER WELL/WATER USE ADDENDUM. |
| 154. | | If source is public, a private water company, or hauled water, Provider is: _____ |
| 155. <input type="checkbox"/> | <input type="checkbox"/> | Are you aware of any past or present drinking water problems? Explain: _____ |
| 156. | | _____ |
| 157. <input type="checkbox"/> | <input type="checkbox"/> | Are there any alternate power systems serving the Property? If yes, indicate type (Check all that apply): |
| 158. | | <input type="checkbox"/> Solar <input type="checkbox"/> Wind <input type="checkbox"/> Generator <input type="checkbox"/> Other _____ |
| 159. | | If yes, are you aware of any past or present problems with the alternate power system(s)? Explain: _____ |
| 160. | | _____ |

ENVIRONMENTAL INFORMATION

- | | YES | NO | |
|------|--------------------------|-------------------------------------|--|
| 161. | <input type="checkbox"/> | <input type="checkbox"/> | Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply): |
| 162. | | | <input type="checkbox"/> Soil settlement/expansion <input type="checkbox"/> Drainage/grade <input type="checkbox"/> Erosion <input type="checkbox"/> Dampness/moisture <input type="checkbox"/> Other |
| 163. | | | Explain: _____ |
| 164. | <input type="checkbox"/> | <input type="checkbox"/> | Are you aware of any past or present issues or problems in close proximity to the Property related to any of |
| 165. | | | the following? (Check all that apply): |
| 166. | | | <input type="checkbox"/> Soil settlement/expansion <input type="checkbox"/> Drainage/grade <input type="checkbox"/> Erosion <input type="checkbox"/> Other _____ |
| 167. | | | Explain: _____ |
| 168. | <input type="checkbox"/> | <input type="checkbox"/> | Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply): |
| 169. | | | <input type="checkbox"/> Airport noise <input type="checkbox"/> Traffic noise <input type="checkbox"/> Rail line noise <input type="checkbox"/> Neighborhood noise <input type="checkbox"/> Landfill <input type="checkbox"/> Toxic waste disposal |
| 170. | | | <input type="checkbox"/> Odors <input type="checkbox"/> Nuisances <input type="checkbox"/> Sand/gravel operations <input type="checkbox"/> Other _____ |
| 171. | | | Explain: _____ |
| 172. | <input type="checkbox"/> | <input type="checkbox"/> | Are you aware if the Property is located in the vicinity of an airport (military, public, or private)? |
| 173. | | | Explain: _____ |
| 174. | <input type="checkbox"/> | <input type="checkbox"/> | Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply): |
| 175. | | | <input type="checkbox"/> Asbestos <input type="checkbox"/> Radon gas <input type="checkbox"/> Lead-based paint <input type="checkbox"/> Pesticides <input type="checkbox"/> Underground storage tanks <input type="checkbox"/> Fuel/chemical storage |
| 176. | | | Explain: _____ |
| 177. | <input type="checkbox"/> | <input type="checkbox"/> | Are you aware if the Property is located within any of the following? (Check all that apply): |
| 178. | | | <input type="checkbox"/> Superfund/ WQARF/ CERCLA <input type="checkbox"/> Wetlands area |
| 179. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Are you aware of any open mine shafts/tunnels or abandoned wells on the Property? |
| 180. | | | If yes, describe location: _____ |
| 181. | <input type="checkbox"/> | <input type="checkbox"/> | Are you aware if any portion of the Property is in a flood plain/way? Explain: _____ |
| 182. | | | _____ |
| 183. | <input type="checkbox"/> | <input type="checkbox"/> | Are you aware of any portion of the Property ever having been flooded? Explain: _____ |
| 184. | | | _____ |
| 185. | <input type="checkbox"/> | <input type="checkbox"/> | Are you aware of any water damage or water leaks of any kind on the Property? Explain: _____ |
| 186. | | | _____ |
| 187. | <input type="checkbox"/> | <input type="checkbox"/> | Are you aware of any past or present mold growth on the Property? If yes, explain: _____ |
| 188. | | | _____ |

SEWER/WASTEWATER TREATMENT

- | | YES | NO | |
|------|--------------------------|--------------------------|---|
| 189. | <input type="checkbox"/> | <input type="checkbox"/> | Is the entire Property connected to a sewer? Explain: _____ |
| 190. | <input type="checkbox"/> | <input type="checkbox"/> | If yes, has a professional verified the sewer connection? If yes, how and when: _____ |
| 191. | | | NOTICE TO BUYER: CONTACT A PROFESSIONAL TO CONDUCT A SEWER VERIFICATION TEST. |
| 192. | | | Type of sewer: <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Planned and approved sewer system, but not connected |
| 193. | | | Name of Provider _____ |
| 194. | <input type="checkbox"/> | <input type="checkbox"/> | Are you aware of any past or present problems with the sewer? Explain: _____ |
| 195. | <input type="checkbox"/> | <input type="checkbox"/> | Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 205.) |
| 196. | | | If yes, the Facility is: <input type="checkbox"/> Conventional septic system <input type="checkbox"/> Alternative system; type: _____ |
| 197. | <input type="checkbox"/> | <input type="checkbox"/> | If the Facility is an alternative system, is it currently being serviced under a maintenance contract? |
| 198. | | | If yes, name of contractor: _____ Phone #: _____ |
| 199. | | | Approximate year Facility installed: _____ (Attach copy of permit if available.) |
| 200. | <input type="checkbox"/> | <input type="checkbox"/> | Are you aware of any repairs or alterations made to this Facility since original installation? |
| 201. | | | Explain: _____ |
| 202. | | | _____ |
| 203. | | | Approximate date of last Facility inspection and/or pumping of septic tank: _____ |

Initials: _____ / _____
BUYER BUYER

YES NO

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

205. _____

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

OTHER CONDITIONS AND FACTORS

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

211. _____

212. _____

213. _____

214. _____

215. _____

ADDITIONAL EXPLANATIONS

216. _____

217. _____

218. _____

219. _____

220. _____

221. _____

222. _____

223. _____

224. _____

225. _____

226. _____

227. _____

228. _____

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

232. _____
SELLER MO/DA/YR SELLER MO/DA/YR

233. **Reviewed and updated: Initials:** _____ / _____
SELLER SELLER MO/DA/YR

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

238. **NOTICE:** Buyer acknowledges that by law, Sellers, Lessors and Brokers are not obligated to disclose that the Property is or has been:
239. (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
240. to HIV, diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3)
241. located in the vicinity of a sex offender.

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

244. _____
BUYER MO/DA/YR BUYER MO/DA/YR

RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

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. 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. _____
- 1d. 13. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's
14. office. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to
15. Escrow Company all closing documents, and perform all other acts necessary in sufficient time to allow COE to
16. occur on _____ MONTH _____ DAY, _____ YEAR ("COE Date"). If Escrow Company or recorder's office
17. is closed on COE Date, COE shall occur on the next day that both are open for business.
18. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
19. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds
20. to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.
- 1e. 21. **Possession:** Seller shall deliver possession, occupancy, access to keys and/or means to operate all locks, mailbox, security
22. system/alarms, and all common area facilities to Buyer at COE or _____.
23. Broker(s) recommend that the parties seek appropriate counsel from insurance, legal, tax, and accounting professionals
24. regarding the risks of pre-possession or post-possession of the Premises.
- 1f. 25. **Addenda Incorporated:** Assumption and Carryback Buyer Contingency Domestic Water Well HUD forms
26. H.O.A. Lead-Based Paint Disclosure Additional Clause On-site Wastewater Treatment Facility
27. Other: _____
- 1g. 28. **Fixtures and Personal Property:** Seller agrees that all existing fixtures on the Premises, and any existing personal property
29. specified herein, shall be included in this sale, including the following:
- | | | |
|--|---|--|
| 30. • free-standing range/oven | • flush-mounted speakers | • outdoor landscaping, fountains, and lighting |
| 31. • built-in appliances | • attached fireplace equipment | • water-misting systems |
| 32. • light fixtures | • window and door screens, sun screens | • solar systems |
| 33. • ceiling fans | • storm windows and doors | • pellet, wood-burning or gas-log stoves |
| 34. • towel, curtain and drapery rods | • shutters and awnings | • timers |
| 35. • draperies and other window coverings | • garage door openers and controls | • mailbox |
| 36. • attached floor coverings | • attached TV/media antennas/satellite dishes | • storage sheds |

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SELLER SELLER

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BUYER BUYER

Residential Resale Real Estate Purchase Contract >>

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

2. FINANCING

- 2a. 50. **Loan Contingency:** Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval for the loan
51. described in the AAR Loan Status Report without conditions no later than COE Date. If Buyer is unable to obtain loan approval
52. without conditions by COE Date, Buyer shall deliver a notice of the inability to obtain loan approval without conditions to Seller or
53. Escrow Company no later than COE Date.
- 2b. 54. **Unfulfilled Loan Contingency:** This Contract shall be cancelled and Buyer shall be entitled to a return of the Earnest Money if
55. after diligent and good faith effort, Buyer is unable to obtain loan approval without conditions by COE Date. Buyer is aware that
56. failure to have the down payment or other funds due from Buyer necessary to obtain the loan approval without conditions and
57. close this transaction is not an unfulfilled loan contingency. Buyer acknowledges that prepaid items paid separately from earnest
58. money are not refundable.
- 2c. 59. **Appraisal Contingency:** Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises by an appraiser
60. acceptable to lender for at least the sales price. If the Premises fails to appraise for the sales price, Buyer has five (5) days after notice
61. of the appraised value to cancel this Contract and receive a refund of the Earnest Money or the appraisal contingency shall be waived.
- 2d. 62. **Loan Status Report:** The AAR Loan Status Report ("LSR") with, at a minimum, the Buyer's Loan Information section completed,
63. describing the current status of the Buyer's proposed loan, is attached hereto and incorporated herein by reference.
- 2e. 64. **Loan Application:** Unless previously completed, within five (5) days after Contract acceptance, Buyer shall (i) complete, sign and
65. deliver to the lender a loan application with requested disclosures and documentation; (ii) grant lender permission to access
66. Buyer's Trimerge Residential Credit Report; and (iii) pay all required loan application fees.
- 2f. 67. **Loan Processing During Escrow:** Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all
68. additional documentation required. Buyer instructs the lender to provide loan status updates to Broker(s) and Seller. **Buyer shall**
69. **sign all loan documents no later than three (3) days prior to the COE Date.**
- 2g. 70. **Type of Financing:** Conventional FHA VA Assumption Seller Carryback _____
71. (If financing is to be other than new financing, see attached addendum.)
- 2h. 72. **Loan Costs:** Private Mortgage Insurance is required for certain types of loans and shall be paid by Buyer at COE in a manner
73. acceptable to lender. The following may be paid by either party:
74. Discount points shall be paid by: Buyer Seller Other _____
75. Discount points shall not exceed: _____ total points (Does not include loan origination fee)
76. A.L.T.A. Lender Title Insurance Policy shall be paid by Buyer Seller
77. Loan Origination Fee (Not to exceed _____ % of loan amount) shall be paid by Buyer Seller
78. Appraisal Fee, when required by lender, shall be paid by Buyer Seller Other _____
- 2i. 79. **Other Loan Costs:** In the event of an FHA or VA loan, Seller agrees to pay up to \$ _____ of loan
80. costs not permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein. In addition, for VA
81. loans, Seller agrees to pay the escrow fee. All other costs of obtaining the loan shall be paid by the Buyer.

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BUYER	BUYER

Residential Resale Real Estate Purchase Contract >>

2j. 82. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the 83. LSR and shall only make any such changes without the prior written consent of Seller if such changes do not adversely affect 84. Buyer's ability to obtain loan approval without conditions, increase Seller's closing costs, or delay COE.

2k. 85. **FHA Notice (FHA Buyer Initials Required):** HUD does not warrant the condition of the property. By initialing below, Buyer acknowl- 86. edges receipt of Form HUD-92564-CN, "For Your Protection: Get a Home Inspection." Buyer further acknowledges that such 87. form was signed at or before the Contract date. Signed HUD-92564-CN is attached and made a part of this Purchase Contract.

88. (FHA BUYER'S INITIALS REQUIRED) SAMPLE
BUYER BUYER

3. TITLE AND ESCROW

3a. 89. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the 90. terms of this Contract shall be:

91. _____ "ESCROW/TITLE COMPANY" _____ PHONE/FAX _____

3b. 92. **Title and Vesting:** Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and tax 93. consequences. Buyer should obtain legal and tax advice.

3c. 94. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller 95. directly, addressed pursuant to 8t and 9c or as otherwise provided, a Commitment for Title Insurance together with 96. complete and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title 97. Commitment"), including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and 98. easements. Buyer shall have five (5) days after receipt of the Title Commitment and after receipt of notice of any 99. subsequent exceptions to provide notice to Seller of any items disapproved. Seller shall convey title by general warranty 100. deed. Buyer shall be provided at Seller's expense an American Land Title Association ("ALTA") Homeowner's Title 101. Insurance Policy, or if not available, an ALTA Residential Title Insurance Policy ("Plain Language"/"1-4 units") or, if not 102. available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire extended coverage 103. at Buyer's own additional expense.

3d. 104. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and 105. address of the Buyer to any homeowner's association in which the Premises is located. (ii) If the Escrow Company is 106. also acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver 107. to the Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer 108. and Seller for any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All 109. documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used 110. by Escrow Company. Escrow Company shall modify such documents to the extent necessary to be consistent with this 111. Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally between Seller and 112. Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to 113. Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information 114. regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.

3e. 115. **Tax Prorations:** Real property taxes payable by the Seller shall be prorated to COE based upon the latest tax information available.

3f. 116. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with 117. Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions 118. of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company 119. against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, 120. arising from or relating in any way to the release of Earnest Money.

3g. 121. **Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of the COE, including homeowner's 122. association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, 123. and service contracts, shall be prorated as of COE or Other _____

3h. 124. **Assessment Liens:** The amount of any assessment, other than homeowner's association assessments, that is a lien as of the 125. COE, shall be paid in full by Seller prorated and assumed by Buyer. Any assessment that becomes a lien after COE is 126. the Buyer's responsibility.

3i. 127. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, 128. sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to 129. the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller acknowledge that if the Seller is a foreign person, 130. the Buyer must withhold a tax equal to 10% of the purchase price, unless an exemption applies.

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SELLER SELLER

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BUYER BUYER

4. DISCLOSURES

- 4a. 131. **Seller Property Disclosure Statement ("SPDS"):** Seller shall deliver a completed AAR SPDS form to the Buyer within five
132. (5) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Inspection Period or
133. five (5) days after receipt of the SPDS, whichever is later.

- 4b. 134. **Insurance Claims History:** Seller shall deliver to Buyer a written five-year insurance claims history regarding Premises (or a
135. claims history for the length of time Seller has owned the Premises if less than five years) from Seller's insurance company or
136. an insurance support organization or consumer reporting agency, or if unavailable from these sources, from Seller, within five
137. (5) days after Contract acceptance. (Seller may obscure any reference to date of birth or social security number from the
138. document). Buyer shall provide notice of any items disapproved within the Inspection Period or five (5) days after receipt of the
139. claims history, whichever is later.

- 4c. 140. **Lead-Based Paint Disclosure:** If the Premises were built prior to 1978, the Seller shall: (i) notify the Buyer of any known
141. lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide the Buyer with any LBP risk assessments or inspections
142. of the Premises in the Seller's possession; (iii) provide the Buyer with the Disclosure of Information on Lead-based Paint and
143. Lead-based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the
144. pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information"). Buyer shall return a signed copy of
145. the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards to Seller prior to COE.

 146. LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk
147. assessments or inspections during Inspection Period.
 148. Seller shall provide LBP Information within five (5) days after Contract acceptance. Buyer may within ten (10) days or
149. _____ days after receipt of the LBP Information conduct or obtain a risk assessment or inspection of the Premises
150. for the presence of LBP or LBP hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the LBP
151. Information or five (5) days after expiration of the Assessment Period cancel this Contract.

 152. If Premises were constructed prior to 1978, **(BUYER'S INITIALS REQUIRED)**

SAMPLE	
BUYER	BUYER

 153. If Premises were constructed in 1978 or later, **(BUYER'S INITIALS REQUIRED)**

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BUYER	BUYER

- 4d. 154. **Affidavit of Disclosure:** If the Premises is located in an unincorporated area of the county, and five or fewer parcels of
155. property other than subdivided property are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in
156. the form required by law to the Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any
157. Affidavit of Disclosure items disapproved within the Inspection Period or five (5) days after receipt of the Affidavit of
158. Disclosure, whichever is later.

- 4e. 159. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Premises or disclosures made herein, in
160. the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by Section
161. 5a, or otherwise by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be
162. allowed five (5) days after delivery of such notice to provide notice of disapproval to Seller.

5. WARRANTIES

- 5a. 163. **Seller Warranties:** Seller warrants and shall maintain and repair the Premises so that, at the earlier of possession or COE: (i) all
164. heating, cooling, mechanical, plumbing, and electrical systems (including swimming pool and/or spa, motors, filter systems,
165. cleaning systems, and heaters, if any), free-standing range/oven, and built-in appliances will be in working condition; (ii) all other
166. agreed upon repairs and corrections will be completed pursuant to Section 6j; (iii) the Premises, including all additional existing
167. personal property included in the sale, will be in substantially the same condition as on the date of Contract acceptance; and (iv)
168. all personal property not included in the sale and all debris will be removed from the Premises.

- 5b. 169. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and
170. any information concerning the Premises known to Seller, excluding opinions of value, which materially and adversely affect the
171. consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for all labor,
172. professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the COE in
173. connection with the construction, alteration, or repair of any structure on or improvement to the Premises. Seller warrants that the
174. information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is
175. correct to the best of Seller's knowledge.

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BUYER	BUYER

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222. **BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT**
 223. **QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE**
 224. **SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO**
 225. **ASSIST IN BUYER'S DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE**
 226. **PREMISES AND THE SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKER'S EXPERTISE AND LICENSING,**
 227. **BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR**
 228. **CONDITIONS THAT COULD HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.**
229. (BUYER'S INITIALS REQUIRED) SAMPLE
BUYER BUYER
- 6i. 230. **Inspection Period Notice:** Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items
 231. disapproved. AAR's Buyer's Inspection Notice and Seller's Response form is available for this purpose. Buyer shall conduct all
 232. desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items disapproved shall
 233. be provided in a single notice.
- 6j. 234. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller
 235. notice of the items disapproved and state in the notice that Buyer elects to either:
 236. (1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or
 237. (2) provide the Seller an opportunity to correct the items disapproved, in which case:
 238. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of
 239. items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall
 240. conclusively be deemed Seller's refusal to correct any of the items disapproved.
 241. (b) **If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any**
 242. **repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs**
 243. **to Buyer three (3) days or _____ days prior to COE Date.**
 244. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this
 245. Contract within five (5) days after delivery of Seller's response or after expiration of the time for Seller's
 246. response, whichever occurs first, and all Earnest Money shall be released to Buyer. If Buyer does not cancel
 247. this Contract within the five (5) days as provided, Buyer shall close escrow without correction of those items that
 248. Seller has not agreed in writing to correct.
249. VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will
 250. extend response times or cancellation rights.
251. BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN THE
 252. SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE
 253. TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.
- 6k. 254. **Notice of Non-Working Warranted Items:** Buyer shall provide Seller with notice of any non-working warranted item(s) of which
 255. Buyer becomes aware during the Inspection Period or the Seller warranty for that item(s) shall be waived. Delivery of such notice
 256. shall not affect Seller's obligation to maintain or repair the warranted item(s).
- 6l. 257. **Home Warranty Plan:** Buyer and Seller are advised to investigate the various home warranty plans available for purchase. The
 258. parties acknowledge that different home warranty plans have different coverage options, exclusions, limitations, service fees and
 259. most plans exclude pre-existing conditions.
260. A Home Warranty Plan will be ordered by Buyer or Seller with the following optional coverage
 261. _____, to be issued by _____ at a cost not to exceed
 262. \$ _____, to be paid for by Buyer Seller
 263. Buyer declines the purchase of a Home Warranty Plan.
- 6m. 264. **Walkthrough(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Premises for the
 265. purpose of satisfying Buyer that any corrections or repairs agreed to by the Seller have been completed, warranted items are in
 266. working condition and that the Premises is in substantially the same condition as of the date of Contract acceptance. If Buyer does
 267. not conduct such walkthrough(s), Buyer releases Seller and Broker(s) from liability for any defects that could have been discovered.
- 6n. 268. **Seller's Responsibility Regarding Inspections and Walkthrough(s):** Seller shall make the Premises available for all
 269. inspections and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including
 270. any propane, until COE to enable Buyer to conduct these inspections and walkthrough(s).

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SAMPLE	
SELLER	SELLER

<Initials

Initials>

SAMPLE	
BUYER	BUYER

Residential Resale Real Estate Purchase Contract >>

7. REMEDIES

- 7a. 271. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any 272. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the 273. non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become 274. a breach of Contract.
- 7b. 275. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the 276. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute 277. Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages in the event of 278. Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept 279. the Earnest Money as Seller's sole right to damages; and in the event of Buyer's breach arising from Buyer's failure to deliver the 280. notice required by Section 2a, or Buyer's inability to obtain loan approval due to the waiver of the appraisal contingency pursuant 281. to Section 2c, Seller shall exercise this option and accept the Earnest Money as Seller's sole right to damages. An unfulfilled 282. contingency is not a breach of Contract.
- 7c. 283. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to 284. this Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall 285. be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or 286. claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the 287. scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the 288. American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The 289. decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in 290. any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty 291. (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the 292. right to resort to court action.
- 7d. 293. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in 294. the Small Claims Division of an Arizona Justice Court (up to \$2,500) so long as the matter is not thereafter transferred or 295. removed from the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of 296. trust, mortgage, or agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's 297. lien; or (v) any matter that is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the 298. recording of a notice of pending action ("lis pendens"), or order of attachment, receivership, injunction, or other provisional 299. remedies shall not constitute a waiver of the obligation to submit the claim to ADR, nor shall such action constitute a breach of 300. the duty to mediate or arbitrate.
- 7e. 301. **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this 302. Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees, expert 303. witness fees, fees paid to investigators, and arbitration costs.

8. ADDITIONAL TERMS AND CONDITIONS

- 8a. 304. _____
- 305. _____
- 306. _____
- 307. _____
- 308. _____
- 309. _____
- 310. _____
- 311. _____
- 312. _____
- 313. _____
- 314. _____
- 315. _____

>>

SAMPLE	
SELLER	SELLER

<Initials

Initials>

SAMPLE	
BUYER	BUYER

Residential Resale Real Estate Purchase Contract >>

8r. 367. Broker on behalf of Buyer:

368. **SAMPLE**
 PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

369. _____
 FIRM ADDRESS STATE ZIP CODE

370. _____
 TELEPHONE FAX EMAIL

8s. 371. Agency Confirmation: The Broker named in Section 8r above is the agent of (check one):

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

8t. 373. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of 374. a copy hereof including the Buyer Attachment.

375. **SAMPLE** **SAMPLE**
 ^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

376. _____
 ADDRESS ADDRESS

377. _____
 CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 378. Broker on behalf of Seller:

379. **SAMPLE**
 PRINT SALESPERSON'S NAME AGENT CODE PRINT FORM NAME FIRM CODE

380. _____
 FIRM ADDRESS STATE ZIP CODE

381. _____
 TELEPHONE FAX EMAIL

9b. 382. Agency Confirmation: The Broker named in Section 9a above is the agent of (check one):

383. the Seller; or both the Buyer and Seller

9c. 384. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a 385. copy hereof and grant permission to Broker named on Section 9a to deliver a copy to Buyer.

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

388. **SAMPLE** **SAMPLE**
 ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

389. _____
 SELLER'S NAME PRINTED SELLER'S NAME PRINTED

390. _____
 ADDRESS ADDRESS

391. _____
 CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

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

For Broker Use Only:

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

SAMPLE
 SELLER SELLER

<Initials

Initials>

SAMPLE
 BUYER BUYER

COURTESY OF:



SECURITY
TITLE AGENCY