

# REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated:  
January 2009



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1. Firm Name ("Broker") RE/MAX Fine Properties

2. acting through William E Fuchs hereby makes the following disclosure.  
LICENSEE'S NAME

## DISCLOSURE

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

## ELECTION

33. **Buyer or Tenant Election** (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker (check any that apply):
34.  represent the Buyer as Buyer's Broker.
35.  represent the Seller as Seller's Broker.
36.  show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller provided that
37. the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be
38. acknowledged in a separate writing other than the purchase contract.
39. **Seller or Landlord Election** (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply):
40.  represent the Buyer as Buyer's Broker.
41.  represent the Seller as Seller's Broker.
42.  show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and
43. Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent
44. should be acknowledged in a separate writing other than the purchase contract.

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

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

47. \_\_\_\_\_ ^ PRINT NAME ^ PRINT NAME

48. \_\_\_\_\_ ^ SIGNED \_\_\_\_\_ MO/DA/YR ^ SIGNED \_\_\_\_\_ MO/DA/YR



# CONSENT TO LIMITED REPRESENTATION ("CONSENT")

## BROKER REPRESENTS BOTH SELLER AND BUYER OR BOTH LANDLORD AND TENANT

Document updated:  
December 2002



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1. Buyer/Tenant ("Buyer"): \_\_\_\_\_
2. Seller/Landlord ("Seller"): \_\_\_\_\_
3. Subject Property: \_\_\_\_\_
4. Firm Name ("Broker"): \_\_\_\_\_

5. **Consent:** Buyer and Seller consent that Broker, acting through the Licensee(s) named below, will represent both parties in the transaction.

6.  One Licensee: \_\_\_\_\_ (NAME)

7.  Two Licensees: \_\_\_\_\_, who, through the Broker, has been representing the Buyer;

8. and \_\_\_\_\_, who, through the Broker, has been representing the Seller.

9. **Duties and Limitations:** The Broker now represents both Buyer and Seller and both parties understand that neither Broker nor Broker's Licensee(s) can represent the interests of one party to the exclusion or detriment of the other party. The parties understand and further consent to the following:

10. consent to the following:
11. a) The Licensee or each Licensee represents both the Buyer and the Seller with limitations of the duties owed to the Buyer and the Seller, such as:
  12. 1) The Licensee(s) will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than stated in the listing or that the Buyer will accept a price or terms other than offered;
  13. 2) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may be made only with written authorization. This does not relieve each Licensee of any legal obligation to disclose all known facts which materially and adversely affect the consideration to be paid by any party to the transaction.
  14. 3) Pursuant to A.R.S. §32-2156, Sellers, Lessors and Broker/Licensee(s) are not obligated to disclose that the Subject Property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender.
15. b) The Licensee(s) shall exercise reasonable skill and care in the performance of their duties.
16. c) The Licensee(s) shall be obligated at all times to deal honestly with all parties.
17. d) The duties of the Licensee(s) in this transaction do not relieve the Seller or the Buyer from the responsibility to protect their own interests.

26. **Compensation:** Compensation to the Broker shall be paid pursuant to separate agreement(s).

27. **Prior Agreements:** Seller and Buyer understand this Consent does not replace prior agreements entered into with Broker and such agreements shall remain in effect. However, to the extent that the terms of this Consent contradict or conflict with the terms of prior agreements, this Consent shall supersede.

30. **Termination:** If the Seller and Buyer do not enter into a contract relating to the Subject Property or if the transaction between the Seller and the Buyer fails to close, the parties agree that this Consent is terminated, and the parties shall have no further rights or obligations pursuant to this Consent.

33. **Indemnification:** Seller and Buyer agree to indemnify and hold Broker harmless against any and all claims, damages, losses, expenses or liabilities including attorneys' fees and costs incurred by Broker in any defense thereof arising from Broker's role of limited representation.

36. THE UNDERSIGNED PARTIES ACKNOWLEDGE THAT THEY HAVE THOROUGHLY READ, UNDERSTOOD AND APPROVED THIS CONSENT AND ACKNOWLEDGE RECEIPT OF A COPY.

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

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



## BUYER ATTACHMENT

Document updated:  
May 2005

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



# ATTENTION BUYER!

*You are entering into a legally binding agreement.*

1. **Read the entire contract before you sign it.**
2. **Review the Seller's Property Disclosure Statement (See Section 4a).**
- This information comes directly from the Seller.
  - Investigate any blank spaces, unclear answers or any other information that is important to you.
3. **Review the Inspection Paragraph (see Section 6a).**
- If important to you, hire a qualified:
- Mold inspector
  - Roof inspector
  - Pest inspector
  - Pool inspector
  - Heating/cooling inspector
- Verify square footage (see Section 6b)  
Verify the property is on sewer or septic (see Section 6f)
4. **Confirm your ability to obtain insurance and insurability of the property during the inspection period with your insurance agent (see Sections 6a and 6e).**
5. **Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2e).**
- It is your responsibility to make sure that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date. Otherwise, the Seller may cancel the contract.
6. **Read the title commitment within five days of receipt (see Section 3c).**
7. **Read the CC&R's and all other governing documents within five days of receipt (see Section 3c), especially if the home is in a homeowner's association.**
8. **Conduct a thorough final walkthrough (see Section 6m). If the property is unacceptable, speak up. After the closing may be too late.**

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

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

**Buyer's Check List**

Buyer Attachment • Updated: May 2005

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# RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated:  
May 2005



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## 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: **Maricopa** 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
  - 31. • built-in appliances
  - 32. • light fixtures
  - 33. • ceiling fans
  - 34. • towel, curtain and drapery rods
  - 35. • draperies and other window coverings
  - 36. • attached floor coverings
  - flush-mounted speakers
  - attached fireplace equipment
  - window and door screens, sun screens
  - storm windows and doors
  - shutters and awnings
  - garage door openers and controls
  - attached TV/media antennas/satellite dishes
  - outdoor landscaping, fountains, and lighting
  - water-misting systems
  - solar systems
  - pellet, wood-burning or gas-log stoves
  - timers
  - mailbox
  - storage sheds

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BUYER	BUYER
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**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
- 39. mechanical or other cleaning systems)
- security and/or fire systems
- and/or alarms
- water softeners
- 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 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 described in the AAR Loan Status Report without conditions no later than COE Date. If Buyer is unable to obtain loan approval without conditions by COE Date, Buyer shall deliver a notice of the inability to obtain loan approval without conditions to Seller or 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 after diligent and good faith effort, Buyer is unable to obtain loan approval without conditions by COE Date. Buyer is aware that failure to have the down payment or other funds due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not an unfulfilled loan contingency. Buyer acknowledges that prepaid items paid separately from earnest 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 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 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, 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 deliver to the lender a loan application with requested disclosures and documentation; (ii) grant lender permission to access Buyer's Trimerged 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 additional documentation required. Buyer instructs the lender to provide loan status updates to Broker(s) and Seller. **Buyer shall 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 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 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 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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SELLER	SELLER
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- 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)** \_\_\_\_\_ 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	

		Initials>
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)** \_\_\_\_\_ BUYER \_\_\_\_\_ BUYER  
153. If Premises were constructed in 1978 or later, **(BUYER'S INITIALS REQUIRED)** \_\_\_\_\_ 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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SELLER	SELLER

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BUYER	BUYER



**Residential Resale Real Estate Purchase Contract >>**

5c. 176. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect 177. the Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Premises or 178. COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the 179. Premises. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except 180. disclosed as follows: \*\*\* NONE \*\*\***  
181. \_\_\_\_\_

**6. DUE DILIGENCE**

6a. 182. **Inspection Period:** Buyer's Inspection Period shall be ten (10) days or \_\_\_\_\_ days after Contract 183. acceptance. During the Inspection Period, Buyer, at Buyer's expense, shall (i) conduct all desired physical, environmental, and 184. other types of inspections and investigations to determine the value and condition of the Premises; (ii) make inquiries and 185. consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the 186. suitability of the Premises and the surrounding area; (iii) investigate applicable building, zoning, fire, health, and safety codes to 187. determine any potential hazards, violations or defects in the Premises; and (iv) verify any material multiple listing service 188. ("MLS") information. If the presence of sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, 189. homicide or other crime on or in the vicinity is a material matter to the Buyer, it must be investigated by the Buyer during the 190. Inspection Period. Buyer shall keep the Premises free and clear of liens, shall indemnify and hold Seller harmless from all 191. liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections. Buyer shall provide 192. Seller and Broker(s) upon receipt, at no cost, copies of all inspection reports concerning the Premises obtained by Buyer. Buyer 193. is advised to consult the Arizona Department of Real Estate *Buyer Advisory* provided by AAR to assist in Buyer's due diligence 194. inspections and investigations.

6b. 195. **Square Footage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH 196. THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A 197. MATERIAL MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.**

6c. 198. **Wood-Destroying Organism or Insect Inspection: IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR 199. INSECTS (SUCH AS TERMITES) ARE A MATERIAL MATTER TO THE BUYER, THESE ISSUES MUST BE INVESTIGATED 200. DURING THE INSPECTION PERIOD.** The Buyer shall order and pay for all wood-destroying organism or insect inspections 201. performed during the Inspection Period. If the lender requires an updated Wood-Destroying Organism or Insect Inspection Report 202. prior to COE, it will be performed at Buyer's expense.

6d. 203. **Flood Hazard:** Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the 204. Inspection Period. If the Premises are situated in an area identified as having any special flood hazards by any governmental 205. entity, the lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to 206. encumber or improve the Premises.

6e. 207. **Insurance: IF HOMEOWNER'S INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND 208. OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER'S INSURANCE FOR THE 209. PREMISES FROM BUYER'S INSURANCE COMPANY DURING THE INSPECTION PERIOD.** Buyer understands that any 210. homeowner's, fire, casualty, or other insurance desired by Buyer or required by lender should be in place at COE.

6f. 211. **Sewer or On-site Wastewater Treatment System:** The Premises are connected to a:  
212.  sewer system;  septic system;  alternative system.  
213. **IF A SEWER CONNECTION IS A MATERIAL MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE 214. INSPECTION PERIOD.** If the Premises are served by a septic or alternative system, the AAR On-site Wastewater Treatment 215. Facility Addendum is incorporated herein by reference.  
216. **(BUYER'S INITIALS REQUIRED)** \_\_\_\_\_ BUYER \_\_\_\_\_ BUYER

6g. 217. **Swimming Pool Barrier Regulations:** During the Inspection Period, Buyer agrees to investigate all applicable statecounty, and 218. municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations 219. prior to occupying the Premises, unless otherwise agreed in writing. If the Premises contains a Swimming Pool, Buyer 220. acknowledges receipt of the Arizona Department of Health Services approved private pool safety notice.  
221. **(BUYER'S INITIALS REQUIRED)** \_\_\_\_\_ BUYER \_\_\_\_\_ BUYER

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SELLER	SELLER

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**Residential Resale Real Estate Purchase Contract >>**

6h. 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) \_\_\_\_\_ 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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SELLER	SELLER

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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

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SELLER SELLER

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BUYER BUYER



**Residential Resale Real Estate Purchase Contract >>**

- 8b. 316. **Risk of Loss:** If there is any loss or damage to the Premises between the date of Contract acceptance and COE or possession, 317. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Seller, provided, 318. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or 319. Buyer may elect to cancel the Contract.
- 8c. 320. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 8d. 321. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 8e. 322. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations 323. described herein.
- 8f. 324. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by 325. separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. 326. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer is 327. obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE 328. SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR 329. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT.
- 8g. 330. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. This Contract 331. and any other documents required by this Contract may be executed by facsimile or other electronic means and in any number of 332. counterparts, which shall become effective upon delivery as provided for herein, except that the Lead-Based Paint Disclosure Statement may 333. not be signed in counterpart. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.
- 8h. 334. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and end at 11:59 p.m.
- 8i. 335. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from 336. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on 337. the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts 338. that must be performed three days prior to the COE Date must be performed three full days prior (i.e., if COE Date is Friday the 339. act must be performed by 11:59 p.m. on Monday).
- 8j. 340. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 341. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing 342. signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
- 8k. 343. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that 344. any subsequent offer accepted by the Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 345. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering 346. notice stating the reason for cancellation to the other party or to the Escrow Company. Cancellation shall become effective 347. immediately upon delivery of the cancellation notice.
- 8m. 348. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing 349. and deemed delivered and received when (i) hand-delivered, (ii) sent via facsimile transmission, (iii) sent via electronic mail, if 350. email addresses are provided herein, or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in 351. Section 8r, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 3a.
- 8n. 352. **Earnest Money:** Earnest Money is in the form of:  Personal Check  Other: \_\_\_\_\_ 353. If applicable, Earnest Money has been received by Broker named in Section 8r and upon acceptance of this offer will be 354. deposited with:  Escrow Company  Broker's Trust Account
- 8o. 355. **Release of Broker(s):** Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this 356. transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, 357. boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, 358. governmental regulations, insurance or any other matter relating to the value or condition of the Premises. 359. 

**(BUYER'S INITIALS REQUIRED)** \_\_\_\_\_ BUYER \_\_\_\_\_ BUYER
- 8p. 360. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and a 361. signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named in Section 8r 362. by \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m., Mountain Standard Time. Buyer 363. may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by 364. this date and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned.
- 8q. 365. THIS CONTRACT CONTAINS NINE PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT 366. YOU HAVE RECEIVED AND READ ALL NINE PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS. 

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SELLER	SELLER

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BUYER	BUYER



**Residential Resale Real Estate Purchase Contract >>**

**8r. 367. Broker on behalf of Buyer:**

368. William E Fuchs WF123 RE/MAX Fine Properties RMFP03  
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

369. 21000 N Pima Rd Suite 100 Scottsdale AZ 85255  
FIRM ADDRESS STATE ZIP CODE

370. (480) 205-5888 (480) 452-0522 Bill@TheFuchsGroup.com  
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. \_\_\_\_\_ ^ 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. \_\_\_\_\_ PRINT SALESPERSON'S NAME \_\_\_\_\_ AGENT CODE \_\_\_\_\_ PRINT FIRM 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. \_\_\_\_\_ ^ 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 \_\_\_\_\_ (SELLER'S INITIALS)

**For Broker Use Only:**

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

SELLER	SELLER
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BUYER	BUYER
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# SHORT SALE ADDENDUM TO THE RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated:  
August 2008



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



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

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

### 8. CONTINGENT UPON ACCEPTABLE SHORT SALE AGREEMENT

9. Buyer and Seller acknowledge that there is more debt owing against the Premises than the purchase price. Therefore, this Contract is contingent upon an agreement between the Seller and Seller's creditor(s), acceptable to both, to sell the Premises for less than the loan amount(s) ("short sale"). Buyer and Seller acknowledge that it may take weeks or months to obtain creditor(s) approval of a short sale.

13. Nothing shall limit a Seller from accepting subsequent offers from subsequent buyer(s) and submitting the back-up contract(s) to Seller's creditor(s) for consideration. All parties understand and agree that Seller's creditor(s) may elect to allow the Seller to sell the Premises only to the holder of the Contract with terms and conditions most acceptable to creditor(s).

### 16. DOCUMENTATION TO CREDITOR(S)

17. Seller shall submit to creditor(s) a copy of this Contract, including this and other Addenda, and any other documentation required by the creditor(s) for approval of this sale within five (5) days after Contract acceptance. Seller agrees to diligently work to obtain short sale approval and will promptly provide the creditor(s) with all additional documentation required, including an appraisal, at Seller's expense, if required. Seller instructs creditor(s) to provide approval status updates to Broker(s) and Buyer upon request.

### 21. TERMS UPON ACCEPTABLE SHORT SALE AGREEMENT

22. **Agreement Notice:** If Seller and Seller's creditors enter into a short sale agreement, the Seller shall immediately deliver notice to Buyer ("Agreement Notice").

24. **Time Periods:** The date of Seller's delivery of the Short Sale Agreement Notice to Buyer shall be deemed the date of Contract acceptance for purposes of all applicable Contract time periods.

26. **Escrow and Earnest Money:** Buyer shall promptly open Escrow and deposit Earnest Money as described in the Contract upon receipt of Agreement Notice.

28. **Loan Costs:** Buyer will be responsible for all Buyers' Loan Costs.

29. **Seller Warranties:** Buyer hereby waives Seller's warranties as set forth in Lines 163-166 of Section 5a of the Contract that all listed items shall be in working condition at the earlier of possession or COE. However, Seller warrants and shall maintain and repair the Premises so that, pursuant to lines 167-168 of the Contract, at the earlier of possession or COE, the Premises, including all heating, cooling, mechanical, plumbing, and electrical systems (including swimming pool and/or spa, motors, filter systems, cleaning systems, and heaters, if any), free-standing range/oven, built-in appliances and additional existing personal property included in the sale, will be in substantially the same condition as on the date of Contract acceptance and all personal property not included in the sale and all debris will be removed from the Premises.

36. **Close of Escrow:** Close of Escrow shall occur thirty (30) days or \_\_\_\_\_ days after delivery of Agreement Notice.

37. **Creditor Requirements:** Buyer and Seller agree to cooperate with Creditor(s) and sign additional Creditor disclosure(s) or execute additional addendum(a) required by Creditor(s) as a condition of approval of the short sale, provided that Buyer and Seller incur no additional cost or liability.

### 40. BUYER CANCELLATION

41. Buyer may unilaterally cancel this Contract by notice to Seller at any time before receipt of a short sale Agreement Notice from Seller.

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Short Sale Addendum to the Residential Resale Real Estate  
Purchase Contract • Updated: August 2008

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BUYER	BUYER
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42. **LEGAL AND TAX ADVICE**

43. Seller acknowledges that Broker is not qualified to provide financial, legal, or tax advice regarding a short sale transaction.  
44. Therefore, the Seller is advised to obtain professional tax advice and consult independent legal counsel immediately  
45. regarding the tax implications and advisability of entering into a short sale agreement.

46. (SELLER'S INITIALS REQUIRED) \_\_\_\_\_  
SELLER SELLER

47. **UNFULFILLED CONTINGENCY**

48. In the event that Seller and Seller's creditor(s) are unable to reach a short sale agreement acceptable to both, at the sales price contained  
49. herein, Seller shall promptly notify Buyer of same, and the Contract shall be deemed cancelled due to the unfulfilled short sale contin-  
50. gency. If applicable, Buyer shall be entitled to a return of any Earnest Money.

51. **OTHER TERMS AND CONDITIONS**

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

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

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

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

SELLER	SELLER
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BUYER	BUYER
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# ADDITIONAL CLAUSE ADDENDUM

Document updated:  
February 2007



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



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

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

9.  **BACK-UP CONTRACT - CONTINGENT UPON CANCELLATION OF PRIOR CONTRACT:** Buyer  
 10. acknowledges that Seller is currently obligated by a prior contract to sell the Premises to another buyer. This is a back-  
 11. up Contract contingent upon cancellation of the prior contract. Seller retains the right to amend, extend, or modi-  
 12. fy the prior contract. Upon cancellation of the prior contract, Seller shall promptly deliver written notice to Buyer.  
 13. Upon Buyer's receipt of written notice of cancellation of the prior contract, Broker named in Section 8r shall open  
 14. escrow and Buyer shall deposit any required earnest money. The date of Seller's written notice to Buyer shall be  
 15. deemed the date of Contract acceptance for purposes of all applicable Contract time periods. Buyer may cancel  
 16. this backup Contract any time prior to receipt of Seller's notice of cancellation of prior contract.

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

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

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

22.  **BUYER'S COSTS:** In addition to any costs the Seller has agreed to pay in the Contract, the Seller agrees to  
 23. pay \$ \_\_\_\_\_ toward Buyer's costs.

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

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

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

29.  **ALL CASH SALE:** Buyer shall provide to Seller within five (5) days or \_\_\_\_\_ days of Contract acceptance  
 30. either a Letter of Credit or a Source of Funds Letter from a financial institution documenting the availability of funds  
 31. to close escrow as agreed.

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

33.  **NON-REFUNDABLE EARNEST MONEY:** Buyer's earnest money shall be nonrefundable unless Buyer elects  
 34. to cancel pursuant to Section 6j, the Contract is cancelled pursuant to Section 8b or escrow fails to close due to  
 35. Seller's breach of contract. Buyer acknowledges that Buyer's earnest money shall be non-refundable even if the  
 36. Premises fails to appraise for the sales price or the loan contingency is unfulfilled.

37. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
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38.  **WAIVER OF APPRAISAL:** Buyer agrees to waive the appraisal contingency pursuant to Section 2c. In the  
39. event that the Premises fails to appraise for at least the sales price, Buyer agrees that Buyer's down payment shall  
40. be increased in an amount equal to the difference between the appraised value and the purchase price.

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

42.  **SURVEY:** A survey shall be performed by a licensed surveyor within \_\_\_\_\_ days after Contract acceptance.  
43. Cost of the survey shall be paid by  Seller  Buyer  Other: \_\_\_\_\_ .  
44. The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona  
45. Land Boundary Survey Minimum Standards."

46. Survey instructions are:  A boundary survey and survey plat showing the corners either verified  
47. or monumentation.  
48.  A survey certified by a licensed surveyor, acceptable to Buyer and the Title  
49. Company, in sufficient detail for an American Land Title Association ("ALTA")  
50. Owner's Policy of Title Insurance with boundary, encroachment or survey  
51. exceptions and showing all improvements, utility lines and easements  
52. on the Property or within five (5) feet thereof.  
53.  Other survey terms: \_\_\_\_\_  
54. \_\_\_\_\_  
55. \_\_\_\_\_  
56. \_\_\_\_\_

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

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

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

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

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

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

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

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

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

