

SELLER'S GUIDE



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ONE

REALTY**ONE**GROUP



Table of Contents

3	Our Commitment	39	The Life of an Escrow
4	Listing Strategies	40	HomeInspection
5	Preparing your Home for Sale	41	The Appraisal Process
6	Safety Tips	41	A Home Warranty
7	Where do Buyers Find their Homes	43	Arizona Property Taxes
8	Choosing an Offer for your Home	44	Closing Costs - Who Pays What
10	16 Exclusive Right to Sell	45	Scheduling Your Move
17	Sellers Compensation	46	Moving Change of Address Checklist
18	28 Purchase Contract	47	Important Numbers
29	30 Real Estate Agency Disclosure & Elections	48	Important Numbers continued
31	38 Residential Sellers Property Disclosure Statement (SPDS)		





Our *commitment*

- We will assist you in preparing your home for sale, including recommending any necessary repairs or upgrades to maximize your sale price.
- We will market your property through a variety of channels to ensure maximum exposure to potential buyers.
- We will provide you with regular updates on the status of your home sale and any feedback received from potential buyers.
- We will work tirelessly to get you the best possible price for your home.
- We will handle all negotiations with potential buyers on your behalf, and will work to secure the best possible terms for you.
- We will be available to answer any questions you may have and provide guidance and support every step of the way.

**WE ARE
HERE FOR YOU
EVERY STEP OF
THE WAY**

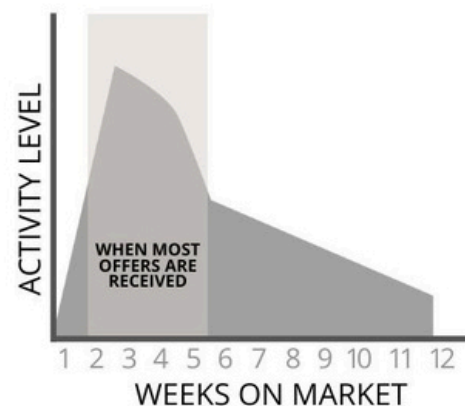
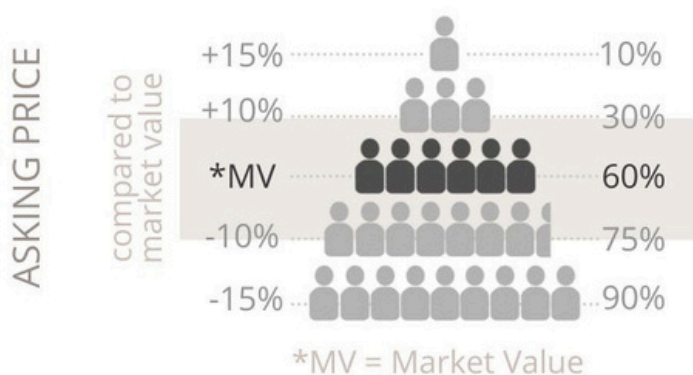
listing Strategies

PRICING STRATEGY

Using a scientific market analysis in your area, we will price your home correctly the first time so that it will sell quickly.

If your home is priced at fair market value, it will attract the largest number of potential buyers in the first few weeks.

If a home is overpriced it will attract the fewest number of buyers looking to purchase a home. The majority of home buyers look at a lot of homes, and they quickly get a feel for the price range that homes sell for in a given condition and location.



PRICING

When pricing your home it is important to carefully consider top market value. Using my competitive market analysis tool, I will suggest your home's best listing price. I sell homes HIGHER than the market average because I list homes at the correct price from the start.

HOW IT SHOWS

It is important to have your home ready for market on day one. I will help you make sure your home is ready for showings and online by:

- Completing repairs that need to be done
- Decluttering & removing personal items
- Make sure the home is clean and smells fresh
- Cleaning carpets
- Neutralizing spaces and walls


MARKETING

I offer SUPERIOR MARKETING TECHNIQUES to help get your home sold faster and for more money than the competition.

PROSPECTING: Prospecting daily for potential buyers, talking with neighbors, and our co-op agents and past clients.

MARKETING: The second you sign with me, I go to work on marketing your home! COMING SOON MARKETING, ONLINE MARKETING, SOCIAL MEDIA MARKETING and PRINT MARKETING are all part of the success of getting your home seen by the most potential buyers, selling your home faster and for more money than the competition.

COMMUNICATION: Actively communicate with you through every step of the process. Diligently sharing feedback from showings, following up with agents after viewing the home, and calling weekly to discuss the progress from the previous week.



Preparing your home *for sale*

First impressions have a major impact on potential Buyers. Try to imagine what a potential Buyer will see when they approach your house for the first time and walk through each room. Ask your Real Estate Professional for advice; they know the marketplace and what helps a home sell. Here are some tips to present your home in a positive matter:

- Mow and edge the lawn regularly, and trim the shrubs.
- Make your entry inviting: Paint your front door and buy a new front door mat.
- Paint or replace the mailbox, if needed.
- If screens or windows are damaged, replace or repair them.
- Repair or replace worn shutters and other exterior trim.
- Make sure the front steps are clear and hazard-free.
- Make sure the door bell works properly and has a pleasant sound.
- Ensure that all exterior lights are working.
- Check stucco walls for cracks and discoloration.
- Remove any oil and rust stains from the driveway and garage.
- Clean and organize the garage, and ensure the door is in good working order.
- Repair or replace loose knobs on doors and cabinets.
- Shampoo carpeting or replace if very worn.
- Clean tile floors, particularly the grout.
- Brighten the appearance inside by painting walls, cleaning windows and window coverings, and removing sunscreens.
- Repair leaky faucets and caulking in bathtubs and showers.
- If doors stick or squeak, fix them.
- Make sure toilet seats look new and are firmly attached.
- Repair or replace loud ventilating fans.
- Replace worn shower curtains.
- Rearrange furniture to make rooms appear larger. If possible, remove and/or store excess furniture.
- Remove clutter throughout the house. Organize and clean out closets and pantry.
- Make sure all kitchen appliances are clean and working properly.
- Avoid extension cords in plain view.
- Keep washer and dryer clean and empty.
- Air conditioners/heaters, evaporative coolers, hot water heaters should be clean, working and inspected if necessary. Replace filters.
- Check the pool and/or spa equipment and pumps.
- Make sure all are working properly and that the pool and/or spa are kept clean.
- Inspect fences, gates and latches. Repair or replace as needed.



Safety tips

A secure lockbox will be used

This allows real estate agents access to show buyers your home securely. The lockbox holds the keys to the home and is typically found at the front guarded by a security lock that only licensed agents have access to.

Stow away valuables

Before showings make sure that all valuables are put away and hidden. Items of value such as jewelry, artwork, cellphones, and gaming systems should also be out of sight. It's a good idea to walk through your house before showings and make sure everything of value is secured.

Don't allow anyone in without an appointment

Now that your home is online many know that it is for sale. For your safety, NEVER let a stranger into your home. While it is likely that it is just someone that saw the sign in your yard and is interested in getting a quick look, you just never know. Ask them politely to call your agent who handles all showings.

Remove Prescription Drugs & Medication

Clean out your medicine cabinets and any other place you may store medications and hide them away. There have been more and more stories of people intentionally going to home showings to take medications freely.

Put Away Bills & Other Mail Pieces

With identity theft on the rise it is important to put away all mail pieces with your information on them. If this information ends up in the wrong person's hands, it can easily lead to identity theft.

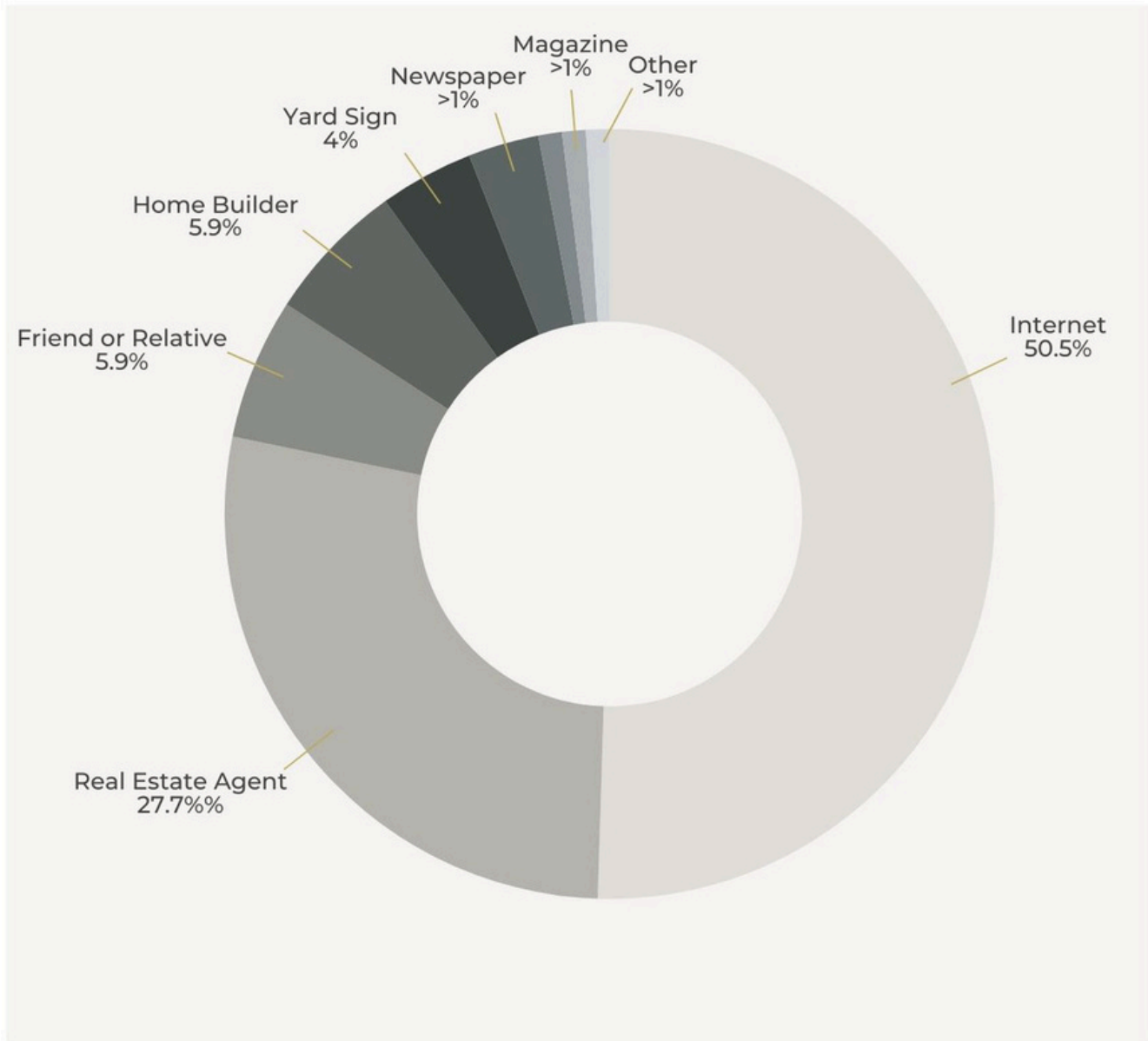
Be extra vigilant on keeping doors locked

Often times a home for sale means homeowners are not at home. So be sure to always keep your doors and windows locked.

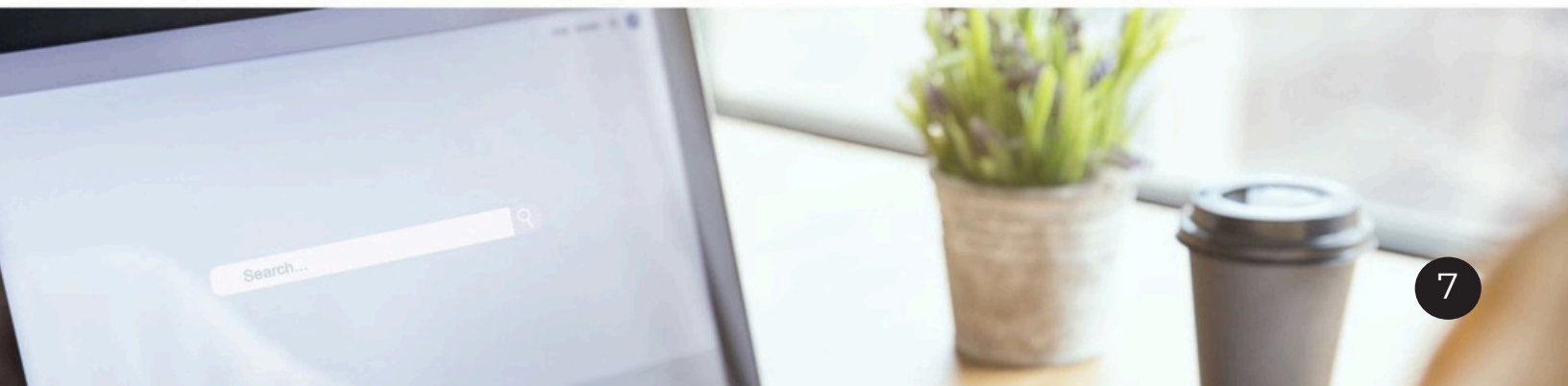
Keeping your home safe

Once your listing goes live, we provide all the necessary shoe covers, hand sanitizer, protective gear, and friendly reminder signs for all of your showings.

Where do buyers *find their homes*



*2022 NAR HOME BUYER AND SELLER GENERATIONAL TRENDS



Choosing an offer *for your Home*

Price is just one of many considerations when deciding which offer is best for your home. Here are some of the other factors that matter.

CONTINGENCIES

The fewer contingencies on an offer, the better. Shorter time periods are also valuable.

ALL CASH BUYER

A cash offer is usually more appealing than a finance offer as the seller doesn't need to worry about the bank approving the loan.

PRE-APPROVAL

Assures home sellers that the buyer can get the loan they need.

LOAN TYPE

A conventional loan is often the least complicated. This is an appealing choice for sellers. An FHA loan can cause delays because they require certain repairs and approvals.

CLOSING TIMELINE

You might need to close quickly to move on to the next adventure, or you might need to extend the closing to allow time for the next home to be ready. Choosing the offer with the closing time that fits your needs will be most attractive to you.

CLOSING COSTS

Sometimes an offer comes in high, but the buyer asks you to pay a percentage of the buyer's closing costs.

BUYER LETTER

If you care about the future of your home, a buyer letter could assure you that you're selling to someone who will love the home and your neighbors as much as you did.

REPAIR REQUESTS

If the home needs some repairs, but you don't have the time or money to do them, a buyer who is willing to do them for you might be what you need.

OFFER PRICE

Of course, price matters too! If a high offer will cost you more in closing costs, repairs, or other factors—than it probably won't be the better offer.

RESIDENTIAL LISTING CONTRACT EXCLUSIVE RIGHT TO SELL/RENT

Document updated:
August 2024



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS. Any change to 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.

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1. PARTIES

1. OWNER/SELLER: _____

2. _____ ("Owner")

3. BROKER: _____ acting through

FIRM NAME

4. _____ ("Listing Broker")

2. PROPERTY

5. Premises: Owner agrees to sell or rent the real property with all improvements, fixtures, and appurtenances thereon or incidental thereto, plus the personal property described herein (collectively the "Premises").

7. Premises Address: _____ Assessor's #: _____

8. City: _____ County: _____ AZ, Zip Code: _____

9. Legal Description:

10. _____ 11. _____ 12. _____ 13. _____

3. LISTING PRICE AND TERMS

14. Agreement: This Residential Listing Contract - Exclusive Right to Sell/Rent (the "Agreement") is between Owner and Listing Broker. In consideration of Listing Broker's agreement to find a ready, willing, and able buyer or tenant, Owner gives Listing Broker the exclusive and irrevocable right to: Sell Rent Sell and Rent the Premises described above.

17. Owner acknowledges that signing more than one Exclusive Agency or other form of listing contract for the same Term could expose the Owner to liability for additional compensation.

19. Price: The listing price shall be: Sale \$_____ and Rent \$_____ per month, plus (in the case of a rental) all applicable lease or rental (transaction privilege) taxes or such other price and terms as are accepted by Owner.

21. Term: This Agreement shall commence on _____ and shall expire at 11:59 p.m. Mountain Standard Time on _____ ("Expiration Date"). Upon full execution of a contract for sale or lease of the Premises, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sale or lease agreement.

24. capacity: Owner or any party that Owner designates to act on their behalf warrants that they have the legal capacity, full power and authority to enter into this Agreement, deliver marketable title to the Premises, and consummate the transaction contemplated hereby.

27. Modification: This Agreement may be modified only in writing signed by Owner and Listing Broker.

28. Equal Housing Opportunity: Listing Broker and Owner shall comply with all federal, state and local fair housing laws and regulations, including, but not limited to, non-discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

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OWNER _____
OWNER _____



Residential Listing Contract • Exclusive Right to Sell/Rent >>4. COMPENSATION

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

36. (OWNER'S INITIALS REQUIRED) _____

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

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

39. (Check if applicable) Retainer: Owner agrees to pay Listing Broker a non-refundable retainer fee in the amount of

40. \$ _____, within five (5) days or _____ days of execution of this Agreement, which is earned when paid, for
 41. initial consultation, research and other services. This fee shall not be credited against the Listing Broker
 42. compensation.

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

46. Sale: Additional Listing Broker Compensation:

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

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

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

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

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

63. Additional Listing Broker Compensation:

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

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

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

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

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

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

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

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

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

95.received by listing Broker on Owner's behalf.

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

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

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

5.FIXTURES & PERSONAL PROPERTY

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

- built-in appliances, ceiling fans and media antennas/satellite (diffused)
- remotes
- outdoor fountains and lighting
- storm windows and doors
- central vacuum, hose, and attachments
- outdoor landscaping (i.e., shrubbery, trees
- stoves: gas-log, pellet, wood-burning
- draperies and other window coverings
- unpotpotted plants)
- timers (affixed)
- fireplace equipment (affixed)
- shutters and awnings
- wall mounted TV brackets and hardware
- floor coverings (affixed)
- smart home devices, access to which (excluding TVs)
- free-standing range/oven shall be transferred (i.e., video doorbell)
- inter-misting systems
- garage door openers and remotes
- automated thermostat
- window and door screens, sun shades
- light fixtures
- speakers {flush-mounted}
- mailbox
- storage sheds

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

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

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

- 129. refrigerator(s) (description): _____
- 130. washer(s) (description): _____
- 131. dryer(s) (description): _____
- 132. above-ground spa/hot tub Including equipment, covers, and any mechanical or other cleaning systems (description):
- 133. -----
- 134. other: _____
- 135. Additional items of personal property which may be included in the sale or rental: _____
- 136. -----

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

- 138. solar system alarm system propane tank water softener
- 139. Other leased or lien items not included in the sale or rental: _____
- 140. -----
- 141. -----
- 142. Fixtures not included in the sale or rental: _____
- 143. -----

&.AGENCY

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

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

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

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

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

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Residential Listing Contract • Exclusive Right to Sell/Rent >>7. BROKER AUTHORITY

167. Listing Broker's Role: Listing Broker is not responsible for the custody or condition of the Premises or its
168. management (except under separate contract), upkeep, or repair.

169. Advertising: Owner agrees not to advertise or market the Premises in any manner without the prior written permission of Broker.

170. Multiple Listing Service (MLS): Listing Broker is authorized to provide any and all information regarding the Premises to

171. any MLS of which Listing Broker is a participant and to publish and disseminate such information in print or electronic form

172. to MLS participants and the general public, including dissemination of the information through Internet Data Exchange

173. (IDX) and Virtual Office Websites (VOWs). Listing Broker is authorized to report the sale or rental of the Premises and its

174. price, terms and financing for dissemination through the MLS to MLS participants and the general public.

175. All terms of the transaction, including sale price and financing, if applicable, (i) will be provided to the MLS(s); and

176. (ii) may be provided to the MLS even if the Premises is not listed with the MLS(s).

177. Signs: Listing Broker IS IS NOT allowed to place Listing Broker's "For Sale" sign or "For Rent" sign in

178. conjunction with any customary sign rider on the Premises, and in the event of a sale, a "Sold" or "Pending" sign, or

179. lease, a "Rented" sign (at Listing Broker's discretion) on the Premises. Seller acknowledges that any public market

180. of the Premises will require submission to the MLS within one business day.

181. Photo/Video: Owner DOES DOES NOT authorize Listing Broker to place photos, video images/virtual tours of

182. the Premises on the internet and other media, electronic and on-line media platforms. If authorized by Owner to do

183. such marketing will be performed at the sole discretion of Listing Broker. Owner is cautioned to protect items in view

184. Owner acknowledges that once images are placed on the internet, neither Listing Broker nor Owner has control

185. over who can view such images and what use viewers may make of the images, or how long such images may

186. remain available on the internet. Owner further assigns any rights owned, in all images to the Listing Broker

187. and agrees that such images are the property of Listing Broker and that Listing Broker may use such images for

188. advertising, including post sale and for Listing Broker's business in the future.

189. Lockbox/Keysafe: Listing Broker IS IS NOT authorized to install a lockbox/keysafe. A lockbox/keysafe is

190. designed to hold a key to the Premises to permit access to the Premises by Listing Broker, cooperating brokers, MLS

191. participants, their authorized licensees and representatives, authorized inspectors, and prospective buyers. Listing

192. Broker, cooperating brokers, MLS and Association of REALTORS®/Boards of REALTORS® are not insurers against injury, theft,

193. loss, vandalism or damage attributed to the use of a lockbox/keysafe. If Premises is rented, Owner must comply with

194. providing proper notice to tenant(s) pursuant to Arizona law.

195. Offers: Listing Broker IS IS NOT authorized to disclose the existence of offers, which includes the sales price

196. and terms of sale or rent price and terms of lease, on the Premises.

197. Subsequent Purchase or Lease Offers: Listing Broker acknowledges that Owner has the right to accept subsequent

198. offers until the close of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner

199. understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the

200. cancellation or other nullification of any contracts arising from the acceptance of earlier offers.

201. (Check if applicable) Accept backup offers Withhold verbal offers Withhold all offers once Owner

202. accepts a purchase contract or lease agreement for the Premises.

203. Listing Broker will change or maintain the correct MLS Listing status in accordance with the MLS Rules and

204. Regulations and any associated policies.

205. Cancellation: Listing Broker reserves the right to cancel this Agreement unilaterally for cause, which shall include,

206. but is not limited to, Listing Broker's good faith belief that any service requested of Listing Broker or any action

207. undertaken by anyone other than Listing Broker is (or could be determined to be) in violation of any applicable law.

8. OWNER OBLIGATION

208. Premises Access: Owner shall provide access to the Premises at reasonable times and upon reasonable notice

209. allow for showing the Premises to prospective buyers and cooperating brokers.

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

210. Security, Insurance, Showings, Audio and Video: Broker(s) is not responsible for loss of or damage to personal
211. or real property or person, whether attributable to use of a key safe/lockbox, a showing of the Premises, or otherwise.
212. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to,
213. and take videos and photographs of the interior of the Premises. Owner agrees to: (i) take reasonable precautions to
214. safeguard and protect valuables that might be accessible during showings of the Premises; and (ii) obtain insurance to
215. protect against these risks. Broker does not maintain insurance for the Owner's benefit. Persons visiting the Premises
216. may not be aware that they could be recorded by audio or visual devices installed by Owner (such as "nanny cams"
211. and hidden security cameras).

218. Owner is advised to post notice disclosing the existence of security devices on the Premises, if any.

219. Adverse Information: Owner has disclosed to Listing Broker all material latent defects and information concerning
220. the Premises known to Owner, including all material information relating to: (i) connection to a public sewer system,
221. septic tank or other sanitation system; (ii) the existence of any tax, judgment or other type of lien; (iii) past or present
222. infestation by or treatment for wood-destroying pests or organisms; and (iv) past or present repair of the Premises
223. for damage resulting from wood-destroying pests or organisms. During the term of this Agreement, Owner agrees
224. to continue disclosing to Listing Broker all additional information of the type required by the preceding sentence
225. promptly after Owner becomes aware of any such information by updating the Seller's Property Disclosure Statement,
226. Residential Lease Owner's Property Disclosure Statement or other written notice.

227. Disclosures: Owner shall provide Listing Broker with accurate information about the Premises. Owner acknowledges
228. that Arizona law requires Owner to disclose material (important) facts about the Premises, even if Owner is not asked
229. by the buyer(s) or a real estate agent. Owner agrees to provide the following disclosures, if applicable:

230. 1. Affidavit of Disclosure: If the Premises is located in an unincorporated area of the county, and five (5) or fewer
231. parcels of property other than subdivided property are being transferred, Owner shall deliver a completed Affidavit of
232. Disclosure in the form required by law to buyer within five (5) days after purchase contract acceptance.

233. 2. Disclosure of Lead-Based Paint and Lead-Based Paint Hazards (Sale or Rental): If the Premises structure was
234. built before 1978, federal law requires that Owner provide the buyer or tenant with a lead-based paint disclosure form

235. 3. Domestic Water Well Addendum Seller's Property Disclosure Statement: If the Premises is served by a
236. domestic water well, Owner shall deliver a completed Domestic Water Well Addendum to buyer within three (3) days
237. of contract acceptance.

238. 4. Foreign Investment in Real Property Tax Act certificate: The Foreign Investment in Real Property Tax Act ("FIRPTA")
239. is applicable if Owner is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
estate ("Foreign Person"). Owner agrees to complete, sign, and deliver to Escrow Company a certificate indicating
240. whether Owner is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15%
241. of the purchase price withheld, unless an exception applies. Owner is responsible for obtaining independent legal and tax
242. advice.
243.

244. 5. H.O.A. Condominium / Planned Community Addendum: If the Premises is in a residential HOA/Condominium or
245. Planned Unit Development, Owner shall complete and return to Listing Broker page 1 of the HOA Addendum.

246. 6. Insurance Claims History: Owner shall deliver to buyer a written five (5) year insurance claims history regarding
247. the Premises (or a claims history for the length of time Owner has owned the Premises if less than five (5) years) from
248. Owner's insurance company or an insurance support organization or consumer reporting agency, or if unavailable
249. from these sources, from Owner, within five (5) days after purchase contract acceptance.

250. 7. Residential Lease Agreement (Lease): If the Premises is to be sold while subject to a Lease, Owner shall provide a
251. copy of the Lease to the Listing Broker.

252. 8. Residential Lease Owner's Property Disclosure Statement (RLOPDS): The RLOPDS is designed to protect the
253. Owner by disclosing pertinent information regarding the Premises.

254. 9. Seller's Property Disclosure Statement (SPDS): The SPOS is designed to protect the Owner by disclosing
255. pertinent information regarding the Premises. Owner shall complete and return the SPOS to Listing Broker.

256. 10. Solar Addendum: If a solar photovoltaic panel system ("Solar System") has been installed on the Premises that is
257. subject to a lease or unpaid loan, Owner shall complete and return the Solar Addendum to Listing Broker.

258. Recommendations: If Listing Broker recommends a builder, contractor, escrow company, title company, pest control
259. service, appraiser, lender, home inspection company or home warranty company or any other person or entity to

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Residential Listing Contract -Exclusive Right to Sell/Rent >

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

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

272. (OWNER'S INITIALS REQUIRED) _____

9. REMEDIES

273.Alternative Dispute Resolution: Owner and Listing Broker ("Parties") agree to mediate any dispute or
claim 274.arising out of or relating to this Agreement. All mediation costs shall be paid equally by the Parties.
In the event that 275.mediation does not resolve all disputes or claims, the unresolved disputes or claims shall
be submitted for binding 276.arbitration. In such event, the Parties shall agree upon an arbitrator and
cooperate in the scheduling of an arbitration 2n. hearing. If the Parties are unable to agree on an arbitrator,
the dispute shall be submitted to the American Arbitration 278.Association ("AAA") in accordance with the AAA
Arbitration Rules for the Real Estate Industry. The decision of the 279.arbitrator shall be final and
nonappealable. Judgment on the award rendered by the arbitrator may be entered in any 280.court of
281.the party (30) days after the conclusion of the mediation or arbitration, may not be binding and irrevocable
282.shall have the right to resort to court action.

283.The Parties agree that any and all disputes or claims will be brought in the Parties' individual capacity, and not as
284.a plaintiff or class member in any purported class, collective, representative, or other consolidated proceeding. The
285.Parties hereby waive their right to commence, become a party to or remain a participant in any group,representative
286.class collective or hybrid class/collective action or any proceeding and the arbitrator shall not preside over any form
287.of a group, representative or class collective proceeding.
288.

(OWNER'S INITIALS REQUIRED) _____

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

10.ADDITIONAL TERMS AND CONDITIONS

- 292. _____
- 293. _____ 294. _____

- 295. _____
- 296. _____
- 297. _____
- 298. _____
- 299. _____
- 300. _____
- 301. _____
- 302. _____
- 303. _____
- 304. _____
- 305. _____

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OWNER OWNER

Residential Listing Contract - Exclusive Right to Sell/Rent

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

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

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

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

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

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

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

11. OWNER

332. _____
 ^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR ^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR

333. _____
 ^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME ^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME

334. _____
 ^ ADDRESS ^ ADDRESS

335. _____
 ^ CITY, STATE, ZIP CODE ^ CITY, STATE, ZIP CODE

336. _____
 ^ TELEPHONE ^ TELEPHONE

337. _____
 ^ EMAIL ^ EMAIL

12. LISTING BROKER

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

340. _____ MO/DA/YR ^ AGENT'S SIGNATURE MO/DA/YR
 ^ AGENT'S SIGNATURE MO/DA/YR ^ AGENT'S SIGNATURE MO/DA/YR

341. _____
 ^ AGENT'S PRINTED NAME ^ AGENT'S PRINTED NAME

342. _____
 ^ PRINT FIRM NAME ^ PRINT FIRM NAME

343. _____
 ^ TELEPHONE ^ TELEPHONE

344. _____
 ^ EMAIL ^ EMAIL

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

OWNER	OWNER
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SELLER COMPENSATION ADDENDUM

Document updated:
August 2024



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

CB 1

1 This is an addendum originated by the: Seller Buyer Landlord Tenant

2 This is an addendum to the Contract/Lease Agreement dated _____ between the following Parties:

3 Buyer/Tenant: _____ ("Buyer")

4 Seller/Landlord: _____ ("Seller")

5 Premises: _____

6 The following additional terms and conditions are hereby included as part of the Contract or Lease Agreement between Seller and Buyer for the above referenced Premises:

7 Seller shall pay Broker representing Buyer compensation as follows:
8 (CHECK ANY THAT APPLY AND ALL IN THE COMPENSATION)

9 Sale: ___% of the Full Purchase Price or \$, ___ at Close of Escrow.

10 Lease: ___% of the gross rental amount as calculated for the entire term of the initial lease or \$ ___ at execution of Lease Agreement.

11 In addition to any Seller Concessions credited to Buyer in the Contract, if applicable.

12 This compensation is

13 (CHECK IF APPLICABLE) Pursuant to a separate written agreement, Seller Broker has agreed to compensate Buyer Broker in the amount of ___% of the full purchase price OR \$, ___ which is independent of, and in addition to, the compensation in this Addendum.

14 This Addendum provides the undersigned's written consent for Buyer Broker to receive compensation from more than one (1) party to the transaction.

15 Seller and Buyer explicitly intend Brokers to be direct third-party beneficiaries of the Contract and/or Lease Agreement pursuant to this Addendum, and either Section 8f or Section 9g of the Contract. The provisions of this Addendum shall survive Close of Escrow.

16 Additional Terms and Conditions:

17 _____

18 _____

19 _____

20 _____

21 _____

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

23 _____ MO/DA/YR
24 Seller Buyer
25 Landlord Tenant

26 _____ MO/DA/YR
27 Seller Buyer
28 Landlord Tenant

29 _____ MO/DA/YR
30 Seller Buyer
31 Landlord Tenant

32 _____ MO/DA/YR
33 Seller Buyer
34 Landlord Tenant

For Broker Use Only:

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

MO/DA/YR



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.

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

- D 3. Review the Inspection Paragraph (see Section 6a)

If important to you, hire a qualified:

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

Verify square footage (see Section 6b)
Verify the property is on sewer or septic (see Section 6c)

- 4. Confirm your ability to obtain insurance and insurability of the property during the Inspection period with your insurance agent (see Sections 6a and 6e).

- 5. Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2f).
It is your responsibility to make sure that you and your lender follow the timeline requirements in Section 2, and that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date. Otherwise, the Seller may cancel the contract and you may be liable for damages.

- D 6. Read the title commitment within five (5) days of receipt (see Section 3c).
- D 7. Read the CC&R's and all other governing documents within five (5) days of receipt (see Section 3c), especially if the home is in a homeowner's association.
- D 8. Conduct a thorough pre-closing walkthrough (see Section 61). If the property is unacceptable, speak up. After the closing may be too late.

You can obtain information through the Buyer's Advisory at www.aaronline.com/manage-risk/buyer-advisory-3/. Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and information contained in a listing. Verify anything important to you.

WARNING: *WIRE TRANSFER FRAUD*

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

Buyer's Check List



RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated:
August 2024



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS". Any change in the pre-printed portion of this form may be made at a promoter's discretion. No representations are made 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 Oas 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 and 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: _____

8. _____

9. _____

1c. 10. \$ _____ Full Purchase Price, paid as outlined below

11. \$ _____ Earnest Money _____

12. \$ _____

13. \$ _____

15. _____

16. _____

17. Earnest Money is in the form of: Personal Check Wire Transfer Other _____

18. Upon acceptance of this offer, the Earnest Money, if any, will be deposited with: Escrow Company Broker's Trust Account.

19. IF THIS IS AN ALL CASH SALE: A Letter of Credit or a source of funds from a financial institution documenting the availability of

20. funds to close escrow is attached hereto.

21. Close of Escrow: Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.

22. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company at closing

23. documents, and perform all other acts necessary in sufficient time to allow COE to occur on

1d. 24. _____, 20_ __ ("COE Date"). Escrow Company or recorder's office is closed on the COE Date,

MONTH DAY YEAR

25. COE shall occur on the next day that both are open for business.

26. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down

27. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds

28. Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on the COE Date.

29. Buyer acknowledges that failure to pay the required closing funds by the scheduled COE, if not cured after a cure notice is delivered

30. pursuant to Section 7a, shall be construed as a material breach of this Contract and the Earnest Money shall be subject to forfeiture

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

32. Possession: Seller shall deliver possession, occupancy, existing keys and/or means to operate all locks, mailbox, security

1e. 33. system/alarms, and all common area facilities to Buyer at COE or _____

34. Broker(s) recommend that the parties seek independent counsel from insurance, legal, tax, and accounting professionals regarding

35. the risks of pre-possession or post-possession of the Premises.

36. Addenda Incorporated: Additional Clause Buyer Contingency Domestic Water Well H.O.A.

37. Lead-Based Paint Disclosure Loan Assumption On-site Wastewater Treatment Facility Seller Compensation

1f. 38. Seller Financing Short Sale Other Addendum Other: _____ >>

SELLER | SELLER

<Initials

BUYER | BUYER



Residential Resale Real Estate Purchase Contract >>

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

2. FINANCING

- 2a. 69. Pre-Qualification: An AAA Pre-Qualification Form attached hereto and incorporated herein by reference.
- 2b. 70. Loan Contingency: Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval without Prior to
- 71. Document ("PTD") conditions no later than three (3) days prior to the COE Date for the loan described in the AAA Loan Status
- 72. Update ("LSU") form or the MR Pre-Qualification Form, whichever is delivered later. No later than three (3) days prior to the
- 73. COE Date, Buyer shall either: (i) sign all loan documents; or (II) deliver to Setler or Escrow Company notice of loan
- 74. approval without PTO conditions AND date(s) of receipt of Closing Disclosure(s) from Lender; or (Iii) deliver to Setler or
- 75. Escrow Company notice of inability to obtain loan approval without PTD conditions.
- 2c. 76. Unfulfilled Loan Contingency: This Contract shall be cancelled and Buyer shall be entitled to a return of the Earnest Money if
- 77. after diligent and good faith effort, Buyer is unable to obtain loan approval without PTD conditions and delivers notice of inability
- 78. to obtain loan approval no later than three (3) days prior to the COE Date. If Buyer fails to deliver such notice, Seller may issue a
- 79. cure notice to Buyer as required by Section 7a and, in the event of Buyer's breach, Seller shall be entitled to the Earnest Money
- 80. pursuant to Section 7b. If, prior to expiration of any Cure Period, Buyer delivers notice of inability to obtain loan approval, Buyer
- 81. shall be entitled to a return of the Earnest Money. Buyer acknowledges that prepaid items paid separately from the Earnest Money
- 82. are not refundable.
- 2d. 83. Interest Rate / Necessary Funds: Buyer agrees that (i) the inability to obtain loan approval due to the failure to lock the interest
- 64. rate and "points" by separate written agreement with the lender; or (ii) the failure to have the down payment or other funds
- 65. due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not an unfulfilled loan
- 86. contingency.
- 2e. 67. Loan Status Update: Buyer shall deliver to Seller the LSU, with at a minimum lines 1-40 completed, describing the current status
- 88. of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to provide an updated LSU to
- 89. Broker(s) and Seller upon request.

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Residential Resale Real Estate Purchase Contract >>

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

3. TITLE AND ESCROW

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

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SELLER	SELLER
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<Initials

Initials>

BUYER	BUYER
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Residential Resale Real Estate Purchase Contract

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

4. DISCLOSURE

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

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

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

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SELLER | SELLER

<Initials

BUYER | BUYER



Raldential Resale Real Estate Purchase Contract >>

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

5. WARRANTIES

- 5a. 191. Condition of Premises: BUYER AND SELLER AGREE THE PREMISES ARE BEING SOLD IN ITS PRESENT PHYSICAL 192.CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE. Seller makes no warranty to Buyer, either express or implied, 193.as to the condition, zoning, or fitness for any particular use or purpose of the Premises. However, Seller shall maintain and repair 194.the Premises so that at the eanier of possession or COE: (i) the Premises, including all personal property included in the sale, w 195.be in substantially the same condition as on the date of Contract acceptance; and (ii) all personal property not included in the sa 196.and debris will be removed from the Premises. Buyer is advised to conduct independent inspections and investigations regarding 197.the Premises within the Inspection Period as specified in Section 6a. Buyer and Seller acknowledge and understand they may, 198.but are not obligated to, engage in negotiations or address repairs/improvements to the Premises. Any/all agreed upon repairs/ 199.improvements will be addressed pursuant to Section 6j.
- Sb. 200. Warranties that Survive Closing: Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and 201.any information concerning the Premises known to Seller, excluding opinions of value, which materially and adversely affect the 202.consideration to be paid by Buyer. Prior to COE, Seller warrants that payment in full will have been made for all labor, professio 203.services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding COE in connection with the 204.construction, alteration, or repair of any structure on or improvement to the Premises. Seller warrants that the information regard 205.connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is correct to the best of 206.Selle(s) knowledge.
- 5c. 207. Buyer Warranties: Buyer warrants that Buyer has disclosed to Seller all information that may materially and adversely 208.affect Buyer's ability to close escrow or complete the obligations of this Contract. At the eanier of possession of the 209.Premises or COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and 210.investigations and accepts the Premises. 210.Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except disclosed as follows:

- 211. -----
- 212. -----

6.DUE DILIGENCE

- 6a. 213. Inspection Period: Buye(s) Inspection Period shall be ten (10) days or ___ days after Contract acceptance. During the 214.Inspection Period Buyer, at Buyer's expense, shall (i) conduct all desired physical, environmental, and other types of inspection 215.and investigations to determine the value and condition of the Premises; (ii) make inquiries and consult government agencies, 216.lenders, insurance agents, architects, and other appropriate persons and entities concerning the suitability of the Premises and 217.the surrounding area; (iii) investigate applicable building, zoning, fire, health, and safety codes to determine any potential hazard 218.violations or defects in the Premises; and (iv) verify any material multiple listing service ("MLS") information. If the presence of 219.sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crme on or in the vicinity is 220.a material matter to Buyer, it must be investigated by Buyer during the Inspection Period. Buyer shall keep the Premises free and 221.clear of liens, shall indemnify and hold Seller harmless from an liability, claims, demands, damages, and costs, and shall repair a 222.damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection 223.reports concerning the Premises obtained by Buyer. Buyer is advised to consult the Arizona Department of Real Estate Buyer 224.Advisory to assist in Buyer's due diligence inspections and investigations.
- 6b. 225 Square Footage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH THE 226.REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL 227.MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.
- 6c. 228.Wood-Destroying Organism or Insect Inspection: IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS 229.(SUCH AS TERMITES) ARE A MATERIAL MATTER TO BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE 230.INSPECTION PERIOD. Buyer shall order and pay for a wood-destroying organism or insect inspections performed during the 231.Inspection Period. If the lender requires an updated Wood-Destroying Organism or Insect Inspection Report prior to COE, it 232.will be performed at Buye(s) expense.
- 6d. 233. Flood Hazard: FLOOD HAZARD DESIGNATIONS OR THE COST OF FLOOD HAZARD INSURANCE SHALL BE 234.DETERMINED BY BUYER DURING THE INSPECTION PERIOD. If the Premises are situated in an area identified 235.as having any special flood hazards by any governmental entity, THE LENDER MAY REQUIRE THE PURCHASE 236.OF FLOOD HAZARD INSURANCE. Special flood hazards may also affect the ability to encumber or improve the 237.Premises.

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Residential Resale Real Estate Purchase Contract >

Se. 237. Insurance: IF HOMEOWNER'S INSURANCE IS A MATERIAL MATTER TO BUYER, BUYER SHALL APPLY FOR AND 238.OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER'S INSURANCE FOR THE 239. PREMISES FROM BUYER'S INSURANCE COMPANY DURING THE INSPECTION PERIOD. Buyer understands that any 240. homeowner's, fire, casualty, flood or other insurance desired by Buyer or required by lender should be in place at COE.

8f. 241. Sewer or On-site Wastewater Treatment System: The Premises are connected to a:

242. Sewer system conventional septic system alternative system

243. IF A SEWER CONNECTION IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION

244. PERIOD. If the Premises are served by a conventional septic or alternative system, the AAR on-site Wastewater Treatment Facility

245. Addendum is incorporated herein by reference.

246. (BUYER'S INITIALS REQUIRED) BUYER _____ BUYER

6g. 247. Swimming Pool Barrier Regulations: During the Inspection Period, Buyer agrees to investigate all applicable state, county, and 248. regulations pertaining to swimming pool barrier regulations and agrees to comply with and pay for the same. Buyer acknowledges receipt 249. of the Arizona Department of Health Services approved private safety notice.

250. 251. (BUYER'S INITIALS REQUIRED) BUYER _____ BUYER

6h. 252. BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT 253. QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE SURROUNDING 254. AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S 255. DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PREMISES AND THE 256. SURROUNDING AREA IS BEYOND THE SCOPE OF BROKER'S EXPERTISE AND LICENSING, BUYER EXPRESSLY 257. RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD 258. HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.

259. (BUYER'S INITIALS REQUIRED) BUYER _____ BUYER

6i. 260. Inspection Period Notice: Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items 261. disapproved. AAR's Buyer's Inspection Notice and Seller's response form is available for these. Buyer shall conduct a 262. desired inspections and investigations prior to delivery of such notice to Seller and all Inspection Period items disapproved shall be 263. provided in a single notice.

6j. 264. Buyer Disapproval: If Buyer, in Buyer's sole discretion, disapproves of Items as allowed herein, Buyer shall deliver to Seller a 265. signed notice of the items disapproved and state in the notice that Buyer elects to either:

- 266. (1) Immediately cancel this Contract, in which case:
267. (a) If Buyer's notice specifies cancellation of Items as allowed herein, the Earnest Money shall be released to Buyer.
268. (b) If Buyer's notice fails to specify items disapproved as allowed herein, the cancellation will remain in effect but Buyer has
269. failed to comply with a provision of this Contract and Seller may deliver to Buyer a cure notice as required by Section 7
270. If Buyer fails to cure their non-compliance within three (3) days after delivery of such notice, Buyer shall be in breach a
271. Seller shall be entitled to the Earnest Money. If, prior to expiration of the Cure Period, Buyer delivers notice specifying
272. items disapproved as allowed herein, Buyer shall be entitled to a return of the Earnest Money.

273. OR

- 274. (2) Provide Seller an opportunity to correct or address the Items disapproved, in which case:
(a) Seller shall respond in writing within five (5) days or ___ days after delivery to Seller of Buyer's notice of items
275. disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed
Seller's refusal to correct or address any of the items disapproved.
276. (b) If Seller agrees in writing to correct Items disapproved, Seller shall correct the Items, complete any repairs in a
277. workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days
or ___ days prior to the COE Date.
278. (c) If Seller is unwilling or unable to correct or address any of the items disapproved, Buyer may cancel this Contract within
279. five (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs
first, and the Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as
provided, Buyer shall close escrow without those items that Seller has not agreed in writing to correct or address.

280. VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will extend 281. response times or cancellation rights.

282. BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN 283. THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE 284. TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.

283

284 SELLER | SELLER

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Residential Resale Real Estate Purchase Contract >>

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

293.D A Home Warranty Plan will be ordered by D Buyer or D Seller with the following optional coverage

294. _____, to be issued by _____ at a cost

295. not to exceed \$ _____ to be paid for by D Buyer D Seller D Split evenly between Buyer and Seller

296.D Buyer declines the purchase of a Home Warranty Plan.

297. _____ (BUYER'S INITIALS REQUIRED)

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

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

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

7. REMEDIES

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

7b. 315. Breach: In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the 316.breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute 317.Resolution obligations set forth herein. In the case of Seller, because it would be difficult to fix actual damages in the event of 318.Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept 319.the Earnest Money as Seller's sole right to damages; and in the event of Buyer's breach arising from Buyer's failure to deliver the 320.notice required by Section 2b, or Buyer's inability to obtain loan approval due to the waiver of the appraisal contingency pursuant 321.to Section 21, Seller shall exercise this option and accept the Earnest Money as Seller's sole right to damages. An unfulfilled 322.contingency is not a breach of Contract. The parties expressly agree that the failure of any party to comply with the terms and 323.conditions of Section 1d to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 324.will constitute a material breach of this Contract, rendering the Contract subject to cancellation.

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

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

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

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SELLER | SELLER

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8.ADDITIONAL TERMS AND CONDITIONS

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BUYER	BUYER



Residential Resale Real Estate Purchase Contract >>

8q. 443. Broker on behalf of Buyer:

444. PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.
445. PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.
446. PRINT FIRM NAME FIRM MLS CODE
447. FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.
446. PREFERRED TELEPHONE FAX EMAIL

Sr. 449. Agency Confirmation: Broker named in Section 8q above is the agent of (check one):

450. D Buyer; D Seller; or D both Buyer and Seller

8s. 451. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of 452.a copy hereof including the Buyer Attachment.

453. BUYER'S SIGNATURE MO/DA/YR BUYER'S SIGNATURE MO/DA/YR
454. BUYER'S NAME PRINTED BUYER'S NAME PRINTED
455. ADDRESS ADDRESS
456. CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 457. Broker on behalf of Seller:

456. PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.
459. PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.
460. PRINT FIRM NAME FIRM MLS CODE
461. FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.
462. PREFERRED TELEPHONE FAX EMAIL

9b. 463. Agency Confirmation: Broker named in Section 9a above is the agent of (check one):

464. D Seller; or D both Buyer and Seller

9c. 465. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a 466. copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.

467. D Counter Offer is attached, and is incorporated herein by reference. Seller must sign and deliver both this offer and the Counter Offer. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

469. SELLER'S SIGNATURE MO/DA/YR SELLER'S SIGNATURE MO/DA/YR
470. SELLER'S NAME, PRINTED SELLER'S NAME, PRINTED
471. ADDRESS ADDRESS
472. CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE


473. OFFER REJECTED BY SELLER: MONTH, DAY, YEAR (SELLER'S INITIALS)

For Broker Use Only: Brokerage File/No. Manager's Initials Broker's Initials Date



REAL ESTATE AGENCY DISCLOSURE AND ELECTION + Document Automation 2024

This document is not an employment agreement

 REALTORS'	<i>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.</i>	ma
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1. Firm Name ("Broker") _____
2. acting through _____ LICENSEE'S NAME LICENSEE'S NAME
3. hereby makes the following disclosure.

DISCLOSURE!

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



Real Estate Agency Disclosure and Election

AGENCY ELECTION DOES NOT ESTABLISH BROKER COMPENSATION. Compensation paid by a Buyer or Seller to their Broker is always fully negotiable and the amount chosen shall be documented in a separate written employment agreement after discussion with their Broker. Should a Seller also choose to offer compensation to a Buyer's Broker, the offered amount is fully negotiable and agreed upon after discussion with Seller's Broker.

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41.
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43.
44.

45. (BUYER OR SELLER INITIALS REQUIRED) ____ ! ____

46 Buyer or Tenant Election (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker
(check any that apply):
47 represent the Buyer as Buyer's Broker.
48 represent the Seller as Seller's Broker.
49 show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller provided that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be acknowledged in a separate writing other than the purchase contract

50 Seller or Landlord Election (Complete this section only if you are the Seller.) The undersigned elects to have the Broker
(check any that apply):
51 represent the Buyer as Buyer's Broker.
52 represent the Seller as Seller's Broker.
53 show Seller's property to Buyers represented by Broker's firm, and Seller agrees that Broker shall act as agent for both Seller and Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be acknowledged in a separate writing other than the purchase contract.

54 I/WE undersigned Buyer(s) or Seller(s) acknowledge that this document is a disclosure of duties.

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

60

61 _____ A PRINTNAME A PRINTNAME
_____, SIGNATURE _____, SIGNATURE _____ MO/DA/YR, MO/DA/YR



RESIDENTIAL SELLER DISCLOSURE ADVISORY

Document updated:
October 2017



WHEN IN DOUBT - DISCLOSE!

DISCLAIMER

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

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

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

If you do not make the legally required disclosures, you may be subject to civil liability.

Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

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

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

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

Document updated:
October 2017



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



MESSAGE TO THE SELLER:

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

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

MESSAGE TO THE BUYER:

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

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

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

PROPERTY AND OWNERSHIP

1. As used herein, "Property" shall mean the real property and all fixtures and improvements thereon and appurtenances incidental thereto, plus fixtures and personal property described in the Contract.
2. plus fixtures and personal property described in the Contract.
3. **PROPERTY ADDRESS:** _____
(STREET ADDRESS) (CITY) (STATE) (ZIP)
4. Does the property include any leased land? Yes No
5. Explain: _____
6. 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
7. are being transferred, the Seller must furnish the Buyer with a written Affidavit of Disclosure in the form required by law.
8. **LEGAL OWNER(S) OF PROPERTY:** _____ Date Purchased: _____
9. The Property is currently: Owner-occupied Leased Estate Foreclosure Vacant If vacant, how long? _____
10. If a rental property, how long? _____ Expiration date of current lease: _____ (Attach a copy of the lease if available.)
11. If any refundable deposits or prepaid rents are being held by whom and how much? Explain: _____
12. _____
13. Is the legal owner(s) of the Property a foreign person pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA)?
14. Yes No If yes, consult a tax advisor; mandatory withholding may apply.
15. Is the Property located in a community defined by the fair housing laws as housing for older persons? Yes No
16. Explain: _____
17. Approximate year built: _____. If Property was built prior to 1978, Seller must furnish the Buyer with a lead-based paint disclosure form.

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

>>

Initials>

BUYER	BUYER

YES NO

- 21. Have you entered into any agreement to transfer your interest in the Property in any way, including rental or options to purchase? Explain: _____
- 22. Are you aware if there are any association(s) governing the Property? If yes, provide contact(s) information: Name: _____ Phone#: _____
- 23. Phone#: _____ Name: _____
- 24. If yes, are there any fees? How much? \$ _____ How often? _____
- 25. How much? \$ _____ How often? _____
- 26. Are you aware of any association fees payable upon transfer of the Property? Explain: _____
- 27. Are you aware of any proposed or existing association assessment(s)? Explain: _____
- 28. Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association? Explain: _____
- 29. Are you aware of any of the following recorded against the Property? (Check all that apply):
- 30. Judgment liens Tax liens Other non-consensual liens
- 31. Explain: _____
- 32. Are you aware of any assessments affecting this Property? (Check all that apply):
- 33. Paving Sewer Water Electric Other
- 34. Explain: _____
- 35. Are you aware of any title issues affecting this Property? (Check all that apply):
- 36. Recorded easements Use restrictions Lot line disputes Encroachments
- 37. Unrecorded easements Use permits Other _____
- 38. Explain: _____
- 39. Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)? If yes, provide the name of the CFO: _____
- 40. Are you aware of any public or private easements or roadways on or across the Property? Explain: _____
- 41. Are you aware of any problems with legal or physical access to the Property? Explain: _____
- 42. The road/street access to the Property is maintained by the County City Homeowners' Association Privately
- 43. If privately maintained, is there a recorded road maintenance agreement? Explain: _____
- 44. Are you aware of any violations of any of the following? (Check all that apply):
- 45. Zoning Building Codes Utility Services Sanitary health regulations
- 46. Covenants, Conditions, Restrictions (CC&R's) Other ____ (Attach a copy of notice(s) of violation if available.)
- 47. Explain: _____
- 48. Are you aware of any homeowner's insurance claims having been filed against the Property? Explain: _____

NOTICE TO BUYER: Your claims history, your credit report, the Property's claims history and other information may affect the insurability of the Property and at what cost. Under Arizona law, your insurance company may require you to disclose your homeowner's insurance within 60 days after the effective date. Contact your insurance company for more information.

BUILDING AND SAFETY INFORMATION

YES NO ROOF/ STRUCTURAL:

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

- 64. Are you aware of any past or present roof leaks? Explain: _____
- 65. Are you aware of any other past or present roof problems? Explain: _____

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

YES NO

6 Are you aware of any roof repairs? Explain: _____

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

9. If yes, is the roof warranty transferable? Cost to transfer _____

0. Are you aware of any interior wall/ceiling/door/window/floor problems? Explain: _____

7. Are you aware of any cracks or settling involving the foundation, exterior walls or slab? Explain: _____

77. Are you aware of any chimney or fireplace problems, if applicable? Explain: _____

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

79. Flood Fire Wind Expansive soil(s) Water Hail Other _____

81. Explain: _____

83. WOOD INFESTATION:

84. Are you aware of any of the following:

85. 0 Past presence of termites or other wood destroying organisms on the Property?

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

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

88. Explain: _____

89. Are you aware of past or present treatment(s) of the Property for termites or other wood destroying organisms?

90. 9 If yes, date last treatment was performed: _____

91. 0 Name of treatment provider(s): _____

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

93. 2. If yes, is the treatment warranty transferable? _____

94. 9 HEATING & COOLING:

96. Heating: Type(s) _____

97. Approximate Age(s) _____

98. Cooling: Type(s) _____

99. Approximate Age(s) _____

100. 0 Are you aware of any past or present problems with the heating or cooling system(s)?

101. 5. Explain: _____

102. PLUMBING:

103. 0 Are you aware of the type of water pipes, such as galvanized, copper, PVC, CPVC or polybutylene?

104. If yes, identify: _____

105. Are you aware of any past or present plumbing problems? Explain: _____

106. Are you aware of any water pressure problems? Explain: _____

107. 0 Type of water heater(s): Gas Electric Solar Approx. age(s): _____

108. Are you aware of any past or present water heater problems? Explain: _____

109. 0 Is there a landscape watering system? If yes, type: automatic timer

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

111. Explain: _____

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

113. water filtration reverse osmosis water softener Other _____

114. Is water treatment system(s) owned leased (Attach a copy of lease if available.)

115. Are you aware of any past or present problems with the water treatment system(s)? Explain:-----

116. -----

Residential Seller's Property Disclosure Statement (SPDS)

YES NO

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SWIMMINGPOO/SPA/HOTTUB/SAUNA/WATERFEATURE:
Does the Property contain any of the following? (Check all that apply):
Swimming pool Spa Hot tub Sauna Water feature
If yes, are either of the following heated? Swimming pool Spa If yes, type of heat:
Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water? Explain:

ELECTRICAL AND OTHER RELATED SYSTEMS:
Are you aware of any past or present problems with the electrical system? Explain:
Is there a security system? If yes, is it (Check all that apply):
Leased (Attach copy of lease if available.) Owned Monitored Other
Are you aware of any past or present problems with the security system? Explain:

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

MISCELLANEOUS:
Are you aware of any animals/pets that have resided in the property? If yes, what kind:
Are you aware of or have you observed any of the following on the Property? (Check all that apply):
Scorpions Rabid animals Bee swarms Rodents Ticks Bed Bugs Mosquitoes
Explain:
Has the Property been serviced or treated for pests, reptiles, insects, birds or animals? If yes, how often:
Name of service provider(s): Date of last service:
Are you aware of any work done on the Property, such as building, plumbing, electrical or other improvements, alterations or room conversions? (If not see to line 156.) Explain:

Were permits for the work required? Explain:
If yes, were permits for the work obtained? Explain:
Was the work performed by a person licensed to perform the work? Explain:
Was approval of the work required by any association governing the property? Explain:
If yes, was approval granted by the association? Explain:
Was the work completed? Explain:
Are there any security bars or other obstructions to door or window openings? Explain:
Are you aware of any past or present problems with any built-in appliances? Explain:

Are there any leased propane tanks, equipment or other systems on the Property? (Attach a copy of lease) Explain:

>>

Residential Sellers Property Disclosure Statement (SPDS) >>

DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?

YES

162. NO PROVIDER

163. Electricity:

164. Fuel: Natural gas Propane Oil

165. Cable/ Satellite:

166. Internet:

167. Telephone:

168. Garbage Collection:

169. Fire: Irrigation:

170. Water Source:

171.

172. Public Private water co. Hauled water

173. Private well Shared well If water source is a private or shared well, complete and attach

174. Domestic Water Well/Water Use Addendum.

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

178. Are you aware of any past or present drinking water problems? Explain: _____

179. _____

180. U.S. Postal Service delivery is available at: Property Cluster Mailbox Post Office Other _____

181. Are there any alternate power systems serving the Property? (If no, skip to line 182.)

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

183. Solar Wind Generator Other _____ Are you aware of any past or present

184. problems with the alternate power system(s)? Explain: _____

185. _____

186. **D** Are any alternate power systems serving the Property leased? Explain: _____

187. _____

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

189. _____

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

ENVIRONMENTAL INFORMATION

YES NO

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

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

194. Explain: _____ Are you aware of any past or present issues or

195. problems in close proximity to the Property related to any of

196. the following? (Check all that apply):

197. Soil settlement/expansion Drainage/grade Erosion Fissures Other _____

198. Explain: _____

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

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

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

203. Odors Nuisances Sand/gravel operations Other _____

204. Explain: _____

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

206. _____ >>

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

YES

NO

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

208. Explain: _____

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

214. Is the Property located in the vicinity of a military airport or ancillary military facility?

215. Explain: _____

216. Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):

217. Asbestos Radon gas Lead-based paint Pesticides Underground storage tanks

218. Fuel/chemical storage Explain: _____

219. Are you aware if the Property is located within or subject to any of the following ordinances? (Check all that apply):

220. Superfund / WQARF / CERCLA Wetlands area Natural Area Open Spaces

221. Are you aware of any open mine shafts/tunnels or abandoned wells on the Property?

222. If yes, describe location: _____

223. Are you aware if any portion of the Property is in a flood plain/way? Explain: _____

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

239. Are you aware of any portion of the Property ever having been flooded? Explain: _____

240. _____

241. Are you aware of any water damage or water leaks of any kind on the Property? Explain: _____

242. _____

243. Are you aware of any past or present mold growth on the Property? If yes, explain: _____

244. _____

SEWER/WASTEWATER TREATMENT

YES NO

245. Is the entire Property connected to a sewer?

246. If no, is a portion of the Property connected to a sewer? Explain: _____

247. _____

248. If the entire Property or a portion of the Property is connected to a sewer, has a professional verified the sewer connection?

249. If yes, how and when: _____

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

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

251. Name of Provider: _____

252. _____

>>



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

- YES NO
25 Are you aware of any past or present problems with the sewer? Explain:
3. Is the Property served by an On-Site Wastewater Treatment Facility? (If no, skip to line 267.)
25 If yes, the Facility is: Conventional septic system Alternative system; type:
4. If the Facility is an alternative system, is it currently being serviced under a maintenance contract?
25 If yes, name of contractor: Phone#:
5. Approximate year Facility installed: (Attach copy of permit if available.)
25 Are you aware of any repairs or alterations made to this Facility since original installation?
6. Explain:
25 Approximate date of last Facility inspection and/or pumping of septic tank:
7. Are you aware of any past or present problems with the Facility? Explain:
8.
25

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

OTHER CONDITIONS AND FACTORS

267. What other material (important) information are you aware of concerning the Property that might affect the buyer's decision to purchase, the value of the Property, or its use? Explain:

269. -----

ADDITIONAL EXPLANATIONS

- 270. -----
271. -----
272. -----
273. -----
274. -----
275. -----
276. -----
277. -----
278. -----
279. -----

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

284. ----- MO/DA/YR A SELLER'S SIGNATURE

285. Reviewed and updated: Initials: SELLER SELLER MO/DA/YR

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

290. NOTICE: Buyer acknowledges that by law, Sellers, Lessors and Brokers are not obligated to disclose that the Property is (1) the subject of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to, or having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in an area of a natural death, suicide, homicide, or any other crime classified as a felony. By signing below, Buyer acknowledges receipt only of this SPDS. If Buyer disapproves of any Items provided herein, Buyer shall deliver to Seller written notice of the items disapproved as provided In the Contract.

295. ----- MO/DA/YR A BUYER'S SIGNATURE

The Life of an

Escrow

BUYER

Chooses a Real Estate Agent.

Gets pre-approval letter from Lender and provides to Real Estate Agent.

Makes offer to purchase. Upon acceptance, opens escrow and deposits earnest money.

Finalizes loan application with lender. Receives a Loan Estimate from Lender.

Completes and returns opening package from Title Services of the Valley.

Schedules inspections and evaluates findings. Reviews title commitment/preliminary report.

Provides all requested paperwork to Lender (bank statements, tax returns, etc.) All invoices and final approvals should be to the lender no later than 10 days prior to loan consummation.

Lender (or Escrow Officer) prepares CD and delivers to Buyer at least 3 days prior to loan consummation.

Escrow officer or real estate agent contacts the buyer to schedule signing appointment.

Buyer consummates loan, executes settlement documents, & deposits funds via wire transfer.

Documents are recorded and the keys are delivered!

SELLER

Chooses a Real Estate Agent.

Accepts Buyer's offer to purchase.

Completes and returns opening package form Title Services of the Valley, including information such as forwarding address, payoff lender contact information and loan numbers.

Orders any work for inspections and/or repairs to be done as required by the purchase agreement.

Escrow officer or real estate agent contacts the seller to schedule signing appointment.

Documents are recorded and all proceeds from sale are received.

ESCROW OFFICER

Upon receipt of order and earnest money deposit, order title examination.

Requests necessary information from buyers and sellers via opening packages.

Reviews title commitment / preliminary report.

Upon receipt of opening packages, orders demands for payoffs. Contacts buyer or seller when additional information is required for the title commitment / preliminary report.

All demands, invoices, and fees must be collected and sent to lender at least 10 days prior to loan consummation.

Coordinates with lender on the preparation of the CD.

Reviews all documents, demands, and instructions and prepares settlement statements and any other required documents.

Schedules signing appointment and informs buyer of funds due at settlement.

Once loan is consummated, sends funding package to lender for review.

Prepares recording instructions and submits docs for recording.

Documents are recorded and funds are disbursed. Issues final settlement statement.

LENDER

Accepts Buyer's application and begins the qualification process. Provides Buyer with Loan Estimate.

Orders and reviews title commitment / preliminary report, property appraisal, credit report, employment and funds verification.

Collects information such as title commitment / preliminary report, employment and funds verification. Reviews and requests additional information for final loan approval.

Underwriting reviews loan package for approval.

Coordinates with Escrow Officer on the preparation of the Closing Disclosure, which is delivered to Buyer at least 3 days prior to loan consummation.

Delivers loan documents to escrow.

Upon review of signed loan documents, authorizes loan funding.



Home inspection

The standard Arizona Association of Real Estate Professionals Purchase Contract contains a provision that allows the buyer to have the subject property physically inspected within the first ten days of acceptance of the contract by the seller. It is the seller's obligation to provide the buyer with access to the property during this ten day inspection period for whatever inspections the buyer requires. Once a purchase contract has been signed, the buyer can hire a professional inspector of their choosing for the inspection.

Home inspections are a critical part of the home buying and selling process. Knowledge in the field of property inspection has become invaluable, especially in light of stricter legislation on both a state and national level.



How a home inspection works:

A typical home inspection includes a check of a house's structural and mechanical condition, but can also encompass tests for radon gas, detection of wood-destroying insects and other services required by the buyer. Inspections do not cover cosmetic aspects of the home like clean carpets and fresh paint. Back in 1976, the American Society of Home Inspectors (ASHI) standardized the home inspection process and established Standards of Practice dictating what must be inspected as well as how far the professional home inspector needs to go to report their findings.



According to ASHI, the standard home inspector's report will cover the condition of the home's heating system; central air conditioning system; interior plumbing and electrical systems; the roof, attic and visible insulation; walls, ceilings, floors, windows and doors; the foundation, basement and structural components.

Once the home inspection is complete, the inspector creates a report for the home buyer detailing all that was found. The report will note problems requiring immediate attention and conditions that could lead to more serious issues over time.

Some sellers have a home inspection completed before listing the home, to determine in advance which items need to be addressed and avoid any surprises for the buyer later in the process.

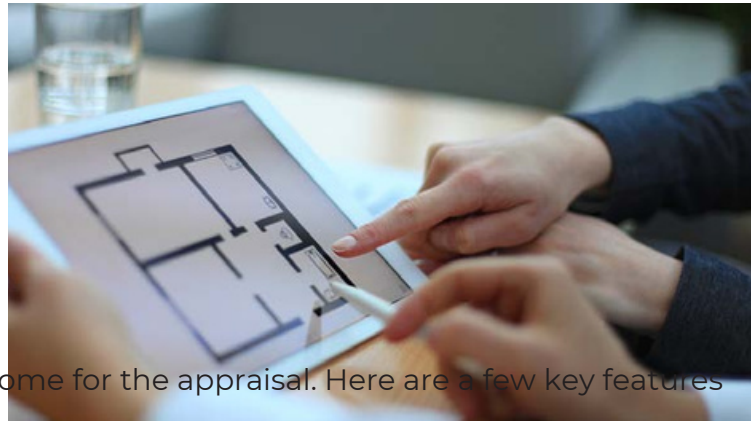
To locate a professional home inspector, use ASHI's "Find a Home Inspector" locator at www.ashi.org. structural components.

The Appraisal Process

There are a few steps in the appraisal process. First, a licensed appraiser comes to the property and inspects the home. Next, the appraiser will research similar homes in the area and compare recent sales to determine a “fair market value.” The appraiser will then give a final appraisal report with all the data and research to issue a final “opinion of value.”

What Appraisers Look for During the Home Appraisal Process

Knowing what an appraiser will look for during the appraisal process can help you better prepare your home for the appraisal. Here are a few key features of your home that an appraiser will be interested in:



• **Exterior** Before entering your home, the home appraiser will inspect the outside of your property. This

involves looking at the structure of your home and inspecting the foundation and roof to determine what materials they are made from and what condition they are in. The appraiser will also look for any damage to your home, such as leaks, cracks or defects that may have gone unnoticed when the house was built.

• **Interior** As with the exterior, the appraiser will consider the materials used in the construction of your home;

their condition is very important. The main construction of your home, including the walls, flooring, windows, and doors, will be carefully inspected to determine quality and identify any damage or defects. The condition of lighting fixtures, kitchen appliances and plumbing will also influence the appraiser's estimate.

• **Property** The appraiser will consider the overall size of your home. A larger property is often more desirable to

buyers because it gives them the possibility of building an addition to the home in the future. A home with many bedrooms and bathrooms will also have extra value since a greater number of people can live in the home.

• Extra Features

value. Appraisers will take into consideration all the extras that your home offers, such as air conditioning, fireplaces, security systems, or smoke detectors. Outdoor amenities, such as a swimming pool, garage or gazebo, could also lead to a higher appraisal.

• **Improvements** Improvements you have made since you took ownership will influence the appraised value of

your home. While inspecting the interior of your home, the appraiser will pay attention to upgrades that you have made to your kitchen and bathrooms especially. A new oven, stove, sink or bathtub is a big plus when determining your home's value. Because the appraiser might not notice all the upgrades that you've made, it is important to provide him or her with a list of improvements before the appraisal.



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 more expensive systems such as air conditioners, refrigerators, pools and spas.

The Seller may purchase a home warranty plan prior to selling to protect against repairs needed during the listing period, and the Buyer may be able to assume the policy at the close of escrow. Or the Seller may offer to purchase a home warranty policy for the Buyer. Offering a home warranty plan may provide these benefits:

- Increase the marketability of your home by reassuring potential Buyers.
- Help sell your home faster and at a higher price.
- Ward off 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 Title Services of the Valley, and it becomes part of the Seller's closing costs.

A graphic at the top of the page features a clear glass jar tipped over, spilling several coins onto a wooden surface. In the background, three small wooden houses are visible. A white banner with the text 'Property Taxes' is overlaid on the scene, with 'Property' in a serif font and 'Taxes' in a blue script font.

Property Taxes

FIRST HALF DUE
OCTOBER 1ST

1st half for January 1st through June 30th is due October 1st and **DELINQUENT NOVEMBER 1ST**

SECOND HALF DUE
MARCH 1ST

2nd half for July 1st through December 31st is due March 1st and **DELINQUENT MAY 1ST**

The County Treasurer WILL NOT be held responsible for payments made on the wrong property, and will not accept payments in advance of their due date.

NOTIFICATION OF VALUE:

Assessment notices are sent to property owners on or before January 31st of each year. The notice includes assessed value, full case value, classification, and assessment ratio. These items may be protested through the County Assessor within 45 days of receipt.

UPDATING THE ASSESSOR'S RECORDS:

Ownership information transfers may take six months to process. If property is purchased after November 1st of the previous year, new owners may not receive a tax statement. New owners should contact the Treasurer's office if a statement is not received by October 15th. Even if a tax statement is not received, the new owner is still responsible for paying the taxes on time.

TIPS TO AVOID HEADACHES:

- Check the property description on your tax statement
- Provide your parcel number when making payments or inquires at the County Treasurer's or Assessor's office.

Closing Costs

Who Pays What

is chart indicates who customarily pays what costs

		CASH	FHA	CONV
1.	Down payment	BUYER	BUYER	BUYER
2.	Termite (Wood infestation) Inspection (negotiable except on VA)			SELLER
3.	Property Inspection (if requested by buyer)	BUYER	BUYER	BUYER
4.	Property Repairs, if any (negotiable)	SELLER	SELLER	SELLER
5.	New Loan Origination Fee (negotiable)		BUYER	BUYER
6.	Discount Points (negotiable)		BUYER	BUYER
7.	Credit Report		BUYER	BUYER
8.	Appraisal or Extension Fee (negotiable)		BUYER	BUYER
9.	Existing Loan Payoff	SELLER	SELLER	SELLER
10.	Existing Loan Payoff Demand	SELLER	SELLER	SELLER
11.	Loan Prepayment Penalty (if any)	SELLER	SELLER	SELLER
12.	Next Month's PITI Payment		BUYER	BUYER
13.	Prepaid Interest (approx. 30 days)		BUYER	BUYER
14.	Reserve Account Balance (Credit seller / Charge buyer)		PRORATE	PRORATE
15.	FHA MIP, VA Funding Fee, PMI Premium		BUYER	BUYER
16.	Assessments payoff or prorating (sewer, paving, etc.)	SELLER		
17.	Taxes	PRORATE	PRORATE	PRORATE
18.	Tax Impounds		BUYER	BUYER
19.	Tax Service Contract		SELLER	BUYER
20.	Fire/Hazard Insurance	BUYER	BUYER	BUYER
21.	Flood Insurance		BUYER	BUYER
22.	Homeowners Association (HOA) Transfer Fee	BUYER or SELLER	BUYER or SELLER	BUYER or SELLER
23.	HOA / Disclosure Fee	SELLER	SELLER	SELLER
24.	Current HOA Payment	PRORATE	PRORATE	PRORATE
25.	Next Month's HOA Payment	BUYER	BUYER	BUYER
26.	Home Warranty Premium (negotiable)	BUYER or SELLER	BUYER or SELLER	BUYER or SELLER
27.	REALTORS® Commission	BUYER / SELLER*	BUYER / SELLER*	BUYER / SELLER*
28.	EAGLE Homeowners Title Policy	SELLER	SELLER	SELLER
29.	Lenders Title Policy and Endorsements		BUYER	BUYER
30.	Escrow Fee (NOTE: Charge seller on VA Loan)	SPLIT	SPLIT	SELLER
31.	Recording Fees (Flat rate)	SPLIT	SPLIT	SPLIT
32.	Reconveyance / Satisfaction Fee	SELLER	SELLER	SPLIT
33.	Courier / Express Mail Fees	SPLIT	SPLIT	SELLER

Note: Prorated items will appear on Closing Statement as charges for one and credits for the other.

Scheduling Your *Move*



The best part of the entire homeowner process... said no one, ever. We get it, no one particularly enjoys moving, but as long as you plan accordingly and keep yourself organized, it doesn't have to be a headache. There's a variety of things you'll need to keep in mind closer to your move date such as: movers, contractors, utilities, cleaners, and so forth but don't worry - we've included some detailed, helpful checklists to keep you on track and help make sure your move is as hassle-free as possible.

2 MONTHS OUT

- Create a budget for moving expenses
- Make an inventory of everything to be moved
- Sort cabinets, closets, and drawers
- Donate any unwanted items
- Book the moving company
- Confirm parking arrangement for truck
- Contact insurance company to transfer policies
- Take pictures around the home
- Take photos of electronics before unplugging
- Measure doorways, stairways, and elevators to make sure all your furniture will fit

1 MONTH OUT

- Gather moving supplies
- Contact current services to move or cancel
- Contact services in the new area to set up
- Start packing items that aren't frequently used
- Gather all important documents
- Prepare a list of emergency service technicians and preferred providers

2 WEEKS OUT

- Complete repairs
- Create an inventory of boxes
- Return rentals & borrowed items
- Pick up dry cleaning & items being repaired
- Back up your computer
- Send change of address cards
- Arrange for childcare/pet care

1 WEEK OUT

- Deep clean
- Check the weather channel
- Set an appointment with a locksmith



Moving Change of Address Checklist

Utilities

- Electricity
- Gas
- Water
- Cable/Internet/Phone
- Cell Phone
- Trash

Financial

- Employment
- Banks
- Credit Cards
- Loan Agencies
- Insurance
- Investment Broker

Government

- Social Security
- Department of Revenue
- DMV (License/Registration)
- USPS Mail Forwarding
- Voter Registration
- Business License Office

Memberships

- Professional Associations
- Magazines/Subscription s Gyms
- Churches
- Community Groups
- Country Clubs
- Alma Maters
- Civic Organizations
- Licensing Boards
- Any Other

Services

- Home Memberships (Lawn, Delivery)
- Housekeeping
- Childcare
- Doctors
- Lawyers
- Accountants
- Vet/Groomer

Other

- Business Cards
- Friends/Family
- Newspaper



Important *numbers*

UTILITIES

APS602.371.7171
Century Link800.244.1111
Cox Cable602.277.1000
Garbage & Trash 602.262.3111
Rural Metro Fire Department480.627.6200
Salt River Project (SRP)602.236.8888
Southwest Gas877.860.6020

APACHE JUNCTION

Fire Administration480.982.4440
Police Department (Non-Emergency)480.982.8260
Water Utilities480.982.6030
City Websiteajcity.net

AVONDALE

Fire	Administration
.....623.333.6000	Police
Department (Non-Emergency)623.333.7000	
Water	Utilities
.....623.333.2005	City
Website.....avondale.org	

Fire Administration623.349.6700
Police Department (Non-Emergency)623.349.6400
Water Utilities623.349.8700
City Websitebuckeyeaz.gov

CHANDLER

Fire	Administration
.....480.782.2120	Police
Department (Non-Emergency)480.782.4130	
Water	Utilities
.....480.782.3700	City
Websitechandleraz.gov	

Fountain Hills

Fire Administration480.837.9820
Police Department (Non-Emergency)480.837.2047
Water Utilities480.837.9522
City Websitewww.fh.az.gov

GILBERT

Fire Administration480.503.6300
Police Department (Non-Emergency)480.503.6500
Water Utilities480.503.6800
City Websitegilbertaz.gov

GLENDALE

Fire Administration623.930.4400
Police Department (Non-Emergency)623.930.3000
Water Utilities623.930.3190
City Websiteglendaleaz.gov

GOODYEAR

Fire Administration623.932.2300
Police Department (Non-Emergency)623.932.1220
Water Utilities623.932.3010
City Websitegoodyearaz.gov

LITCHFIELD

Fire Administration623.932.2300
Police Department (Non-Emergency)602.876.1011
Water Utilities623.935.9367
City Websitelitchfield-park.org

MARICOPA

Fire Administration520.568.3333
Police Department (Non-Emergency)520.316.6800
Water Utilities520.568.4452
City Websitemaricopa-az.gov



Important *numbers*

MESA

Fire Administration
480.644.2101 Police
 Department (Non-Emergency)480.644.2030
 Water Utilities
480.644.4444 City

Websitemesaaz.gov

Fire Administration480.348.3631
 Police Department (Non-Emergency)480.948.7418
 Water Utilities
 • City of Phoenix602.262.6251
 • Arizona American Water800.383.0834
 • Berneil Water480.966.5804
 City Websiteci.paradise-valley.az.us

PEORIA

Fire Administration623.773.7279
 Police Department (Non-Emergency)623.773.8311
 Water Utilities623.773.7286
 City Websitepeoriaaz.gov

PHOENIX

Fire Administration602.495.5555
 Police Department (Non-Emergency)602.262.6151
 Water Utilities602.262.6251
 City Websitephoenix.gov

QUEEN CREEK

Fire Administration
480.644.2400 Police
 Department (Non-Emergency)602.876.1011
 Water Utilities
480.358.3450 City
 Websitequeencreek.org

SAN TAN VALLEY

Fire Administration
480.627.6200 Pinal County
 Sheriff (Non-Emergency).....480.420.8689
 Water/Johnson Utilities
480.987.9870 City Website

Websitesantanvalley.com

Fire Administration
480.312.8000 Police
 Department (Non-Emergency)480.312.5000
 Water Utilities
480.312.2461 City

Websitescottsdaleaz.gov

Fire Administration
623.974.5321 Police
 Department (Non-Emergency)623.584.5808
 Water Utilities
480.895.2965 City

Websitesuncityaz.org

Fire Administration
623.222.5000 Police
 Department (Non-Emergency)623.222.4000
 Water Utilities
623.222.6000 City

Websitesurpriseaz.gov

Fire Administration
480.858.7200 Police
 Department (Non-Emergency)480.350.8311
 Water Utilities
480.350.8361 City
 Websitetempe.gov



