

# BUYER'S GUIDE



*Jennifer Mirigliani*

REALTOR®

**480.206.5462**

[jenmsellshomes@gmail.com](mailto:jenmsellshomes@gmail.com)

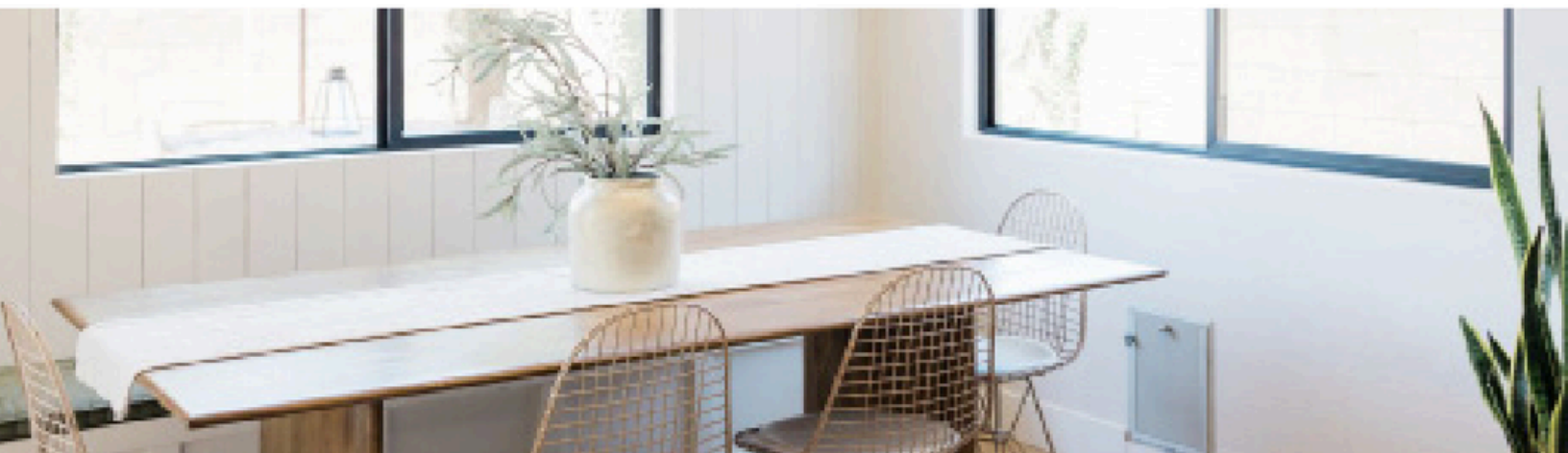
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**ONE** REALTY**ONE**GROUP



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# Benefits of Home *Ownership*

Whether you are looking for more space to raise a family or the perfect place to make your own, there are many advantages to owning your own home, ranging from the purely personal to the very practical. For many people, the motivation for home ownership comes from the financial benefits. Owning your own home can be a first-rate investment for a number of reasons.

## Home Appreciation

Houses typically increase in value, or “appreciate”, over time. It’s not unusual to find a house that sold for \$200,000 fifteen years ago to be valued at much more than that amount today. This increased value is as good as money in the bank to the owner.

## Tax Advantages

Homeowners also get significant tax breaks that are not available to renters. Most importantly, interest paid on a home mortgage is usually deductible. This factor alone can save you a substantial amount each year in federal income taxes.

## Payments

Another advantage to homeownership is that while rent typically increases year after year, mortgage payments can remain unchanged throughout the entire repayment period. In fact, because of the effect of inflation, over the years you pay the same amount but with devalued dollars. So, what may seem like a substantial payment now will become very affordable after cost-of-living increases.

## Home Equity

When you buy a house, your monthly mortgage payments serve as a type of scheduled savings plan. Over time you gradually accumulate what lenders call “equity”, an ownership interest in the property that you can often borrow against or convert into cash by selling the house. In contrast, renters must continue paying rent to a landlord for as long as they rent, without the opportunity to build equity.



# The Advantages of Working with a *Realtor*®

## ✓ NEIGHBORHOOD KNOWLEDGE AND EXPERTISE:

You do not need to know everything about buying a home if you hire a real estate professional who does. Agents possess intimate local knowledge to help you with your home search. They can identify comparable sales, market conditions information like average price per square foot, average sales prices, market supply, days on the market and other criteria which have a huge bearing on what you ultimately decide to purchase. Buying a home requires dozens of federal, state and broker mandated forms and disclosures with the purchase agreement alone being 10 pages. Your agent will be familiar with these forms and all the other experts you will need, like a lender, home inspector and title company to keep your transaction on schedule.



## ✓ NEGOTIATION SKILLS:

Top producing agents are skilled negotiators because, unlike most buyers and sellers, they can remove themselves from the emotional aspects of the transaction. When you are ready to make an offer, you want a trained real estate professional who will present your offer in the best light possible to get you maximum value and an accepted contract. If there are negotiations involving price, contingencies, closing dates and personal property, your real estate agent will be your representative.

## ✓ ACCESS TO INFORMATION:

Real Estate agents have access to the Multiple Listing Service (MLS) which provides the agent with comprehensive data on the majority of homes that are listed for sale. This is an extremely valuable tool as it provides the most current information on available homes so you can make an informed purchase decision. Your agent's knowledge of the MLS and experience will be vital to finding your dream home.

## ✓ OBJECTIVE AND CUSTOMER FOCUSED RELATIONSHIP:

The agent becomes familiar with your family's specific needs helping you narrow the search process and focus on homes that check the right boxes. Make sure to discuss with your agent what your requirements are for a home. How many bedrooms and baths do you need? Is a large lot important? Do you love to cook and need a restaurant caliber kitchen? Is it important to buy a home that has been renovated? Or do you prefer a fixer-upper? A seasoned agent will be able to recommend neighborhoods and homes that best suit your needs both now and in the future.

# Advantages of Using a Realtor for a *New Home Subdivision*

Having a buyer's agent gives you stronger professional position as negotiate on behalf of the buyer, typically resulting in a lower purchase price.

New home subdivisions provide many advantages to buyers: less maintenance and fewer repairs, increased energy efficiency, and options to customize the floor plan and features of the house. If you are considering purchasing a new home, carefully review the info provided to you by the builder.

## **A REALTOR:**

### **1. REPRESENTS YOU, AND YOU ALONE -**

Just like in a typical real estate transaction your Realtor is responsible for placing your needs first and being a dedicated advocate.

**2. HELPS YOU FIND THE BEST BUILDERS -** Your Realtor can save you time and effort by matching your needs to reputable local builders.

**3. HELPS YOU FIND A GREAT LENDER -** Your Realtor can recommend trusted lenders that you can shop against a builder's preferred lender.

**4. IS AN EXPECTATION SETTER -** An experienced Realtor is a tremendous resource when it comes to setting clear expectations and ensuring your vision matches your budget.

**5. IS THERE TO MAKE LIKE EASIER -** Every real estate transaction has its bumps along the way. Your Realtor can help solve problems as they occur - or before they arise.

**6. HELPS YOU THROUGH THE INSPECTION PROCESS -** Your Realtor knows what to look for in the inspection process, and can recommend 3rd party inspections.

**7. KNOWS WHAT IT WILL TAKE TO SELL YOUR HOME -** Your Realtor can help you select the right upgrades to add value and appeal to your home, should you decide to sell in the future.

**8. CAN SAVE YOU MONEY, NOT COST IT -** A great Realtor knows where in the transaction to negotiate on your behalf, and can expose opportunities to save money that you may have not known about. And, you shouldn't be on the hook to pay commission.



# Getting Pre-Qualified

Once you have an idea of the type and size home you want and the area you'd like to look in, you should be pre-qualified by a Lender. By doing this before looking at home, you'll save yourself time, energy and frustration because pre-qualification can:

## Determine how much home you can afford

Though you may be willing to spend until it hurts, the name of the game is how much a lender calculates you can afford. Your lender will help you through the financial process of pre-qualifying (targeting the amount that a financial institution will lend you). Pre-qualification helps you avoid buying more home than you can afford or being disappointed if you don't qualify for as much as you had hoped.

## Show what your total investment will be

You'll know approximately how much you will need for down payment and closing costs.

## Inform you of your monthly payments

Lenders use slightly different formulas for arriving at "total monthly house payment". These costs generally include your mortgage principal and interest payment, property taxes as a monthly figure, and hazard insurance as a monthly figure. These four items are referred to as PITI (principal, interest, taxes and insurance). If you're required to pay private mortgage insurance (PMI) based on your down payment, those premium payments will also be included. If you decide to buy a condominium or town house, the monthly homeowner's association fees are likely to be included. Keep in mind, these formulas can change from lender to lender, so your best bet is to consult with several experts in the field.

## Identify the loan programs you can qualify for

At this point, your lender can also help you determine alternatives and strategies that could help you buy the home of your dreams, like special first-time home buyer programs or debt consolidation counseling. With the wide variety of loan programs available, it is important to know which types you qualify for and which will best suit your needs.

## Strengthen your offer

Sellers are more inclined to accept realistic offers when they know that you have taken the time to be interviewed by a lender and can qualify for a loan.

In order to be pre-qualified, you will need to provide the lender with the following:

- Your residence history for the past two years
- Your employment history with dates and business addresses
- Two years of tax returns and W-2s (or profit and loss statements if self-employed)
- Copies of three months of statements for all bank and brokerage accounts, loans, credit cards, pensions, etc.
- Details of any real estate, vehicles, or other personal property you own, including loan balances and market value

Your lender will be able to provide you with a more specific checklist as well as an overview of the loan process from start to finish. Consider requesting this information from your lender.



# Submitting an Offer / Countering

When you have found a home you want to buy, the offer process begins. It will likely include the following:

## **PURCHASE CONTRACT PREPARED**

With the help of your agent, a Purchase Contract will be prepared for presentation to the seller. This agreement will include your terms of the purchase including how much you are offering for the home and any contingencies, such as home inspections or Lender appraisal. Earnest money will also be collected.

## **OFFER IS PRESENTED**

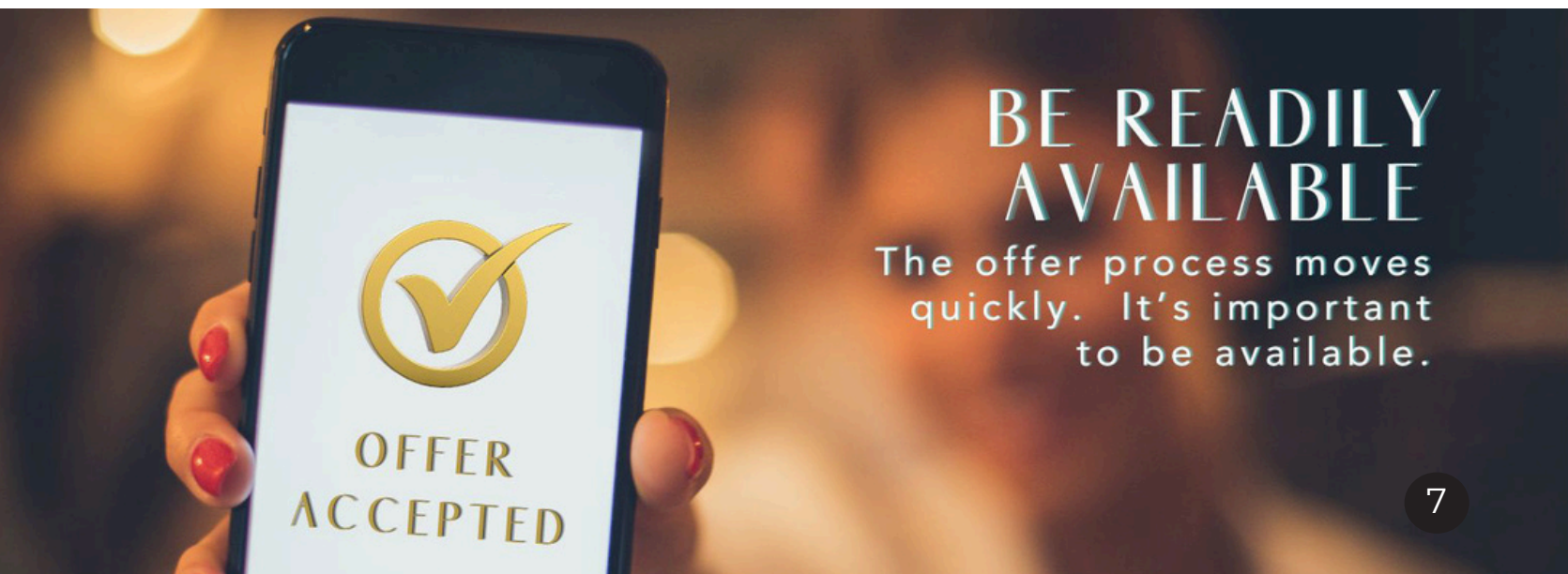
Upon completion of the Purchase Contract, your agent will contact the seller's agent and electronically transfer the offer, or make an appointment to present the offer in person.

## **OFFER IS ACCEPTED OR COUNTERED**

The seller will evaluate the offer then accept the terms or prepare a counter offer. If the seller counters, the ball is back in the buyer's court and the buyer must decide if they will accept, reject, or counter the counter offer.

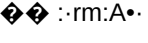

## **CLOSING PROCESS BEGINS**

If the seller accepts the offer, the closing process will begin.



# BUYER-BROKER EXCLUSIVE EMPLOYMENT AGREEMENT

Document updated:  
August 2024

 <p>Any change printed on this form has been drafted by the Arizona Association of REALTORS®.</p>	<p>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 have a signed written agreement prior to showing a home to a buyer.</p>	
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1. Buyer: \_\_\_\_\_ ("Buyer")
2. Broker: \_\_\_\_\_ acting through \_\_\_\_\_
3. Agent: \_\_\_\_\_ ("Broker").  
FIRM NAME

4. Agreement: This Buyer-Broker Exclusive Employment Agreement ("A.greement") is between Buyer and Broker. In consideration of  
 5. Broker's agreement to assist Buyer to locate, negotiate and facilitate the purchase of a property, Buyer gives Broker the exclusive  
 6. and irrevocable right to represent Buyer in the purchase of a property during the term.

7. Buyer acknowledges that signing more than one Buyer-Broker Exclusive Employment Agreement or similar agreement(s) could  
 8. make Buyer liable to compensate multiple brokers.

9. Term: This Agreement shall commence on \_\_\_\_\_ and expire at 11 :59 p.m. Mountain Standard Time, on  
 10. \_\_\_\_\_ ("Expiration Date").

11. Employment: Broker agrees to:

12. a. locate Property meeting the following general description:
13.  Residential  land  Commercial  Other: \_\_\_\_\_ ("Property") within
14. the following geographical area(s) \_\_\_\_\_,
15. b. negotiate at Buyer's direction to obtain acceptable terms and conditions for the purchase, exchange, or option of the Property;
16. c. assist Buyer during the transaction within the scope of Broker's expertise and licensing.

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

18.  as set forth in the Real Estate Agency Disclosure and Election form.
19.  Other: \_\_\_\_\_

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

22. If Broker does not accompany Buyer on the first visit to any Property, Including a model home, new home/lot or "open house"  
 23. held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, seller or seller's broker may refuse to  
 24. compensate Broker, which will eliminate any credit against the agreed upon Broker Compensation below.

25. Buyer agrees to nview the Arizona Department of Real Estate Buyer .Advisory to assist In Buyer's Inspections and  
 26. Investigations.

27. BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER IIIAN AS FULLY NEGOTIATED BETWEEN BROKER AND BUYER IN THIS AGREEMENT.

28. Retainer Fee: (Check if applicable)  Buyer agrees to pay Broker a non-refundable retainer fee in the amount of \$ \_\_\_\_\_  
 29. within five (5) days or \_\_\_\_\_ days of execution of this Agreement, which is earned when paid, for initial consultation,  
 30. research and other services. This fee  shall  shall not be credited against the Broker Compensation below.

31. Broker Compensation: If Buyer, or any entity owned or controlled by Buyer, closes escrow on a transaction for the purchase,  
 exchange, or option of a Property, Buyer agrees to compensate Broker as follows ("Broker Compensation"):

(CHECK ONLY ONE AND FILL IN THE COMPENSATION):

32.  \_\_\_\_\_ % of the full purchase price or exchange value; or
33.  \$ \_\_\_\_\_ -or
34.  other: \_\_\_\_\_

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37. The Broker Compensation shall be in U.S. currency and paid at the time of and as a condition of closing for purchase or  
38. exchange or as otherwise agreed upon in writing.

39. a. Compensation from seller or seller's broker: A seller or seller's broker may offer compensation to Broker. Buyer  
40. authorizes Broker to accept compensation from seller or seller's broker, which shall be credited against Broker Compensation.

41. If seller or seller's broker's offer of compensation is greater than the Broker Compensation, Broker shall be paid the  
42. Broker Compensation and the balance shall be credited to Buyer (to the extent allowed by Buyer's lender). Broker will not  
43. receive any amount greater than Broker Compensation from any source for services provided in this Agreement.

44. If seller or seller's broker's offer of compensation is less than the Broker Compensation, Buyer may request seller to pay  
45. the Broker Compensation as part of an offer to purchase the Property. Any Broker Compensation not paid by seller or  
46. seller's broker shall be paid by Buyer.

47. Notice: Unless modified by VA regulations, VA financed transactions shall be conditioned upon the Broker  
48. Compensation being paid by the seller or seller's broker.

49. b. Failure to Complete: Once an acceptable Property is located, Buyer agrees to act in good faith to acquire the Property  
50. and conduct any inspections/investigations of the Property that Buyer deems material and/or important. If completion of any  
51. transaction is prevented by Buyer's breach or with the consent of Buyer other than as provided in the purchase contract, the  
52. Broker Compensation shall be due and payable by Buyer.

53. c. Compensation After Expiration Date: After the Expiration Date of this Agreement, Buyer agrees to pay Broker  
54. Compensation if: (i) within \_\_\_ calendar days after the Expiration Date, Buyer enters into an agreement to purchase,  
55. exchange, or option any Property shown or negotiated by Broker on behalf of Buyer during the Term of this Agreement; or (ii)  
56. Buyer closes escrow on a Property pursuant to a purchase contract that was executed during the Term of this Agreement; or  
57. (iii) Buyer closes escrow on a Property for which escrow was opened during the Term of this Agreement.

58. Listings: Broker shall show property listings that fit Buyer's criteria regardless of the compensation offered to Broker by seller  
59. or seller's broker unless instructed otherwise by Buyer in writing. If necessary, Buyer instructs Broker to negotiate Broker  
60. Compensation be paid by seller or seller's broker. These negotiations shall not jeopardize, delay, or interfere with the  
61. initiation, processing or finalizing of a transaction.

62. Notice: If Buyer decides they do not wish to view property listings unless the seller or seller's broker has  
63. offered adequate compensation to Broker, the Buyer must make that instruction to Broker in writing.

64. Equal Housing Opportunity: Broker's policy is to abide by all local, state, and federal laws prohibiting discrimination against any  
65. individual or group of individuals. Broker may not disclose the racial, ethnic, or religious composition of any neighborhood,  
66. community, or building, nor whether persons with disabilities are housed in any home or facility, except that Broker may identify  
67. housing facilities meeting the needs of a disabled buyer. For more information, consult Fair Housing Advisory.

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

70. Release of Broker: Buyer recognizes, acknowledges, and agrees that Broker is not qualified, nor licensed to offer advice on  
71. financial, legal or tax matters regarding real estate transactions ("Related Services"). Broker, if requested, may provide Buyer  
72. the names of third- party professionals who claim to perform Related Services. Buyer is instructed to Independently  
73. investigate all potential third-party professionals and use their sole discretion in selecting which third-party professionals to  
74. hire, if any. Buyer expressly releases, holds harmless, and indemnifies Broker from any and all liability and responsibility  
75. regarding Buyer's selection and use of third- party professionals to perform Related Services or Buyer's election not to use  
76. the services of such third-party professionals.

(BUYER'S INITIALS) \_\_\_\_\_ / \_\_\_\_\_

77. Additional Terms and Conditions:

78. \_\_\_\_\_  
79. \_\_\_\_\_  
80. \_\_\_\_\_

81. Alternative Dispute Resolution ("ADA"): Buyer and Broker (the "Parties") agree to mediate any dispute or claim arising out of  
82. or relating to this Agreement In accordance with the mediation procedures of the applicable state or local REALTOR® association

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83. or as otherwise agreed. All mediation costs shall be paid equally by the Parties. In the event that mediation does not resolve  
84. all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the Parties  
85. shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the Parties are unable to agree on  
86. an arbitrator, the dispute shall be submitted to the American Arbitration Association ("A.A.") in accordance with the AAA  
87. Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be final and non-appealable. Judgment on  
88. the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing,  
89. either Party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by  
90. notice to the other and in such event either Party shall have the right to resort to court action.

91. The Parties agree that any and all disputes or claims will be brought in the Parties' individual capacity, and not as a plaintiff  
92. or class member in any purported class, collective, representative, or other consolidated proceeding. The Parties hereby  
93. waive their right to commence, become a party to or remain a participant in any group, representative, class collective or  
94. hybrid class/collective action

95. In any proceeding and the arbitrator shall not preside over any form of a group, representative or class collective proceeding.  
(BUYER'S INITIALS) \_\_\_\_\_ / \_\_\_\_\_

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

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

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

101. Entire Agreement: This Agreement, and any addenda and attachments, shall constitute the entire agreement between Buyer  
102. and Broker, and shall supersede any other written or oral agreements between Buyer and Broker and can be modified only by a  
103. writing signed by Buyer and Broker. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any  
104. other provisions of this Agreement.

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

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

**AMP**

107. \_\_\_\_\_  
A BUYER'S SIGNATURE \_\_\_\_\_ BUYER'S SIGNATURE \_\_\_\_\_ MO/DA/YR

108. \_\_\_\_\_  
A BUYER'S NAME PRINTED \_\_\_\_\_ BUYER'S NAME PRINTED

109. \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE

110. \_\_\_\_\_  
TELEPHONE \_\_\_\_\_ EMAIL ADDRESS

111. \_\_\_\_\_  
FIRM NAME

112. \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE

113. \_\_\_\_\_  
AGENT'S SIGNATURE \_\_\_\_\_ MO/DA/YR AGENT'S SIGNATURE \_\_\_\_\_ MO/DA/YR

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.



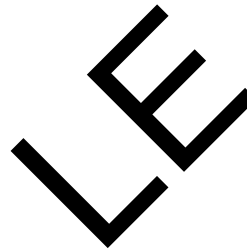
# ATTENTION BUYER!

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 6f)

- 4. Confirm your ability to obtain insurance and insurability of the property during the Inspection period with your insurance agent (see Sections 6a and 6e).
- 5. Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2f).
 

It is your responsibility to make sure that you and your lender 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/](http://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 as 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"). If 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

>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)
  - central vacuum, hose, and attachments •outdoor fountains and lighting
  - 43. •draperies and other window coverings •outdoor landscaping (i.e., shrubbery, trees and unpotted plants)
  - fireplace equipment (affixed)
  - 44. •floor coverings (affixed) •shutters and awnings
  - free-standing range/oven
  - 45. •garage door openers and remotes •smart home devices, access to which shall be transferred (i.e., video doorbell, automated thermostat)
  - light fixtures
  - 46. •mailbox •speakers (flush-mounted)
  - storage sheds
  - storm windows and doors
  - stoves: gas-log, pellet, wood-burning
  - timers (affixed)
  - towel, curtain and drapery rods
  - wall mounted iV brackets and hardware (excluding iVs)
  - water-misting systems
  - window and door screens, sun shades
- 51. If owned by Seiter, the following items also are included in this sale:
  - 52. •affixed alternate power systems serving the Premises (i.e., solar)
  - in-ground pool and spa/hot tub equipment and covers (including any mechanical or other cleaning systems)
  - security and fire systems and/or alarms
  - water purification systems
  - water softeners

54. 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 monetary value, and free and clear of all liens or encumbrances.

65. Leased items shall NOT be included in this sale. Seller shall give notice of all leased items within three (3) days after Contract acceptance. Buyer shall provide notice of any leased items disapproved within the Inspection Period or five (5) days after receipt of the 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 is 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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- 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  
113. be applied against Seller's Concessions at COE, if applicable. If Buyer's lender requires an updated appraisal prior to COE, it will be  
114. 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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BUYER	BUYER



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- 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 140. and 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. 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: \_\_\_\_\_
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 158. Premises (or a claims history for the length of time Seller has owned the Premises if less than five (5) years) from Seller's insurance 159. company or an insurance supervisor, organization or consumer reporting agency, or if unavailable from these sources, from Seller, 160. within five (5) days after Contract acceptance. Buyer shall provide notice of any items disapproved within the Inspection 161. Period or five (5) days after 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 163. alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person"). Seller agrees 164. to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a Foreign Person. FIRPTA 165. requires that a foreign seller may have federal income taxes up to 15% of the purchase price withheld, unless an 166. exception applies. Seller is responsible 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. on 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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- 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 fuU 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 any 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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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 pool barrier regulations and agrees to comply with and pay for the same. Buyer shall, in a Swimming Pool,  
Buyer acknowledges receipt

250. of the Arizona Department of Health Services approved private safety notice.

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 delivering 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 disapproval 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:

275. (a) Seller shall respond in writing within five (5) days or \_\_\_ days after delivery to Seller of Buyer's notice of items  
276. disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed  
277. Seller's refusal to correct or address any of the items disapproved.

278. (b) If Seller agrees in writing to correct Items disapproved, Seller shall correct the Items, complete any repairs in a  
279. workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days  
280. or \_\_\_ days prior to the COE Date.

281. (c) If Seller is unwilling or unable to correct or address any of the items disapproved, Buyer may cancel this Contract within  
282. five (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs  
283. first, and the Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days  
284. provided, Buyer shall close escrow without those items that Seller has not agreed in writing to correct or address.

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

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

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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 exception 307. applies. If FIRPTA is applicable and Buyer fails to withhold, Buyer may be held liable for the tax. Buyer agrees to perform any action 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. a 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 next 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 shall 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 failure 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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BUYER | BUYER



8.ADDITIONAL TERMS AND CONDITIONS

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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

DocumentAu  
2024

This document is not an employment agreement

 <p>ARIZONA ASSOCIATION OF REALTORS</p>	<p>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.</p>	
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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 or may not 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 (Dual or 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, 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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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 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 ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.  
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# Buyer Advisory



## A Resource for Real Estate Consumers

*Provided by the Arizona Association of REALTORS® and the Arizona Department of Real Estate*

**A real estate agent is vital to the purchase of real property and can provide a variety of services in locating a property, negotiating the sale, and advising the buyer.**

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

This Advisory is designed to make the purchase of real property as smooth as possible. Some of the more common issues that a buyer may decide to

investigate or verify concerning a property purchase are summarized in this Advisory. Included in this Advisory are:

1. Common documents a buyer should review;
2. Physical conditions in the property the buyer should investigate; and
3. Conditions affecting the surrounding area that the buyer should investigate.

In addition, a buyer must communicate to the real estate agents in the transaction any special concerns the buyer may have about the property or surrounding area, whether or not those issues are addressed in this Advisory.

### Reminder:

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

### Please Note:

The property may be subject to video and/or audio surveillance. Buyers should therefore exercise caution and not discuss features or pricing while in the home.

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6 Swimming Pools and Spas (Barriers)	7 Pests(Scorpions, Bed bugs, Roof Rats, Termites & Bark Beetles)	9 Insurance(Claims History)
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10 Superfund Sites	10 Sex Offenders	11 Schools
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12 Wire Fraud	

### BUYER ACKNOWLEDGMENT

## Section 1

# COMMON DOCUMENTS A BUYER SHOULD REVIEW

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

## 1 Purchase Contract

Buyers should protect themselves by taking the time to read the Arizona REALTORS® Residential Resale Real Estate Purchase Contract and understand their legal rights and obligations before they submit an offer to buy a property.

[Residential Resale Real Estate Purchase Contract](#) (Arizona Realtors® Residential Resale Purchase Contract)

### Contingency Waivers

The Purchase Contract contains numerous contingencies, including, but not limited to, the loan contingency, the inspection contingency, and the appraisal contingency. Should a buyer elect to waive any such contingencies in conjunction with their purchase offer, adverse consequences may result that place buyer at risk of losing their Earnest Money or incurring monetary damages if buyer decides not to purchase the property after their offer is accepted. Before offering to waive any contractual contingencies, buyers should weigh the risks and consult with independent legal counsel.

## 2 MLS Printout

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

## 3 The Subdivision Disclosure Report (Public Report)

A Subdivision Disclosure Report (Public Report) is intended to point out material information about a subdivision. Subdividers (any person who offers for sale or lease six or more lots in a subdivision or who causes land to be divided into a subdivision) are required to give buyers a Public Report. Read the Public Report before signing any contract to purchase a property in a

subdivision. Although some of the information may become outdated, subsequent buyers can also benefit from reviewing the Public Report. Public Reports dating from January 1, 1997, are available on the Arizona Department of Real Estate (ADRE) website <https://services.azre.gov/publicdatabase/SearchDevelopments.aspx> (ADRE Search Developments)

<https://azre.gov/consumers/property-buyers-checklist-home-or-land>

(ADRE Property Buyer's Checklist)

ADRE does not verify the information in the Public Report. Therefore, the Report could be inaccurate, so it should be verified by the buyer.

## 4 Seller's Property Disclosure Statement (SPDS)

Most sellers provide a SPDS. This document poses a variety of questions for the seller to answer about the property and its condition. The real estate broker is not responsible for verifying the accuracy of the items on the SPDS; therefore, a buyer should carefully review the SPDS and verify those statements of concern.

A seller's disclosure obligation remains even if the buyer and seller agree that no Seller's Property Disclosure Statement will be provided.

<https://bit.ly/3HDnA0u> (AAR Sample SPDS)

<http://www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx>

(ADRE Property Buyer's Checklist)

## 5 Covenants, Conditions and Restrictions (CC&Rs)

The CC&Rs are recorded against the property and generally empower a homeowner's association to control certain aspects of property use within the development. By purchasing a property in such a development, the buyer agrees to be bound by the CC&Rs. The association, the property owners as a whole, and individual property owner can enforce the CC&Rs. It is essential that the buyer review and agree to these restrictions prior to purchasing a property.

<https://www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx>

It is the law of this state that any covenants or restrictions that are based on race, religion, color, handicap status or national origin are invalid and unenforceable. A.R.S. 32-2107.01

<https://www.aaronline.com/arizona-deed-restrictions/>

(Arizona Deed Restrictions webpage)

**ADRE ADVISES:** "Read the deed restrictions, also called

*CC&Rs (covenants, conditions and restrictions). You might find Buyers should consult legal counsel if uncertain of the application of particular CC&Rs in the CC&Rs.*

## 6 Homeowners Association (HOA) Governing Documents

In addition to CC&Rs, HOAs may be governed by Articles of Incorporation, Bylaws, Rules and Regulations, and often architectural control standards. Read and understand these documents. Also, be aware that some HOAs impose fees that must be paid when the property is sold, so ask if the purchase of the property will result in any fees. Condominium and planned community HOAs are regulated by Arizona statutes. They are not under the jurisdiction of the Department of Real Estate (ADRE). Nonetheless, the Arizona's Homeowner's Association Dispute Process is administered by the ADRE.

<http://bit.ly/2ebBSLH> (A.R.S. 33-1260);

<http://bit.ly/2e8jdM3> (A.R.S. 33-1806)

<http://bit.ly/1rCq9kd> (ADRE HOA Information)

## 7 HOA Disclosures

If purchasing a resale home in a condominium or planned community, the seller (if fewer than 50 units in the community) or the HOA (if there are 50 or more units) must provide the buyer with a disclosure containing a variety of information.

<http://bit.ly/2ebBSLH> (A.R.S.33-1260); and

<http://bit.ly/2e8jdM3> (A.R.S. 33-1806)

## 8 Community Facilities District

Community Facilities Districts (CFDs) are special taxing districts that use bonds for the purpose of financing construction, acquisition, operation and maintenance of public infrastructure that benefits the real property owners comprising the CFD members. Roadways, public sewer, utility infrastructure and public parks are examples of the types of public infrastructure paid for by CFDs. CFDs have a Governing Board that may be the City Council acting as the board or a stand-alone board. Any member of a CFD may request disclosures from this board. Questions to ask include: the amount still owed and how many more payments are left in order to pay off the CFD for the property. It is important that you review the Detailed Property Tax Statement which will show the current amount due to the CFD. CFDs are most commonly found on the property's detailed property tax statement from the County Tax Assessor. The local municipality or county can also be a source of CFD information.

## 9 Title Report or Title Commitment

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

<https://www.homeclosing101.org/> (American Land Title Association)

<https://bit.ly/34KkCaQ> (CFPB - What is title insurance?)

## 10 Loan Information and Documents

Unless a buyer is paying cash, the buyer must qualify for a loan in order to complete the purchase. A buyer should complete a loan application with a lender before making

an offer on a property if at all possible and, if not, immediately after making an offer. It will be the buyer's responsibility to deposit any down payment and ensure that

the buyer's lender deposits the remainder of the purchase price into escrow prior to the close of escrow date. Therefore,

~~make sure you get all requested documentation to your lender as soon as possible.~~

[https://www.hud.gov/topics/buying\\_a\\_home](https://www.hud.gov/topics/buying_a_home) (HUD.gov)

## 11 Home Warranty Policy

A home warranty [policy] is a service contract that typically covers the repair and/or replacement costs of home appliances and major systems such as heating, cooling, plumbing, and possibly other components of a home that fail due to normal usage and age. Coverage varies depending on the policy. Be aware that pre-existing property conditions are generally not covered. A home warranty may be part of the sale of the home. If so, buyers should thoroughly read the home warranty contract to understand coverage, limitations, exclusions, and costs associated with the policy.

## 12 Affidavit of Disclosure

If the buyer is purchasing five or fewer parcels of land (whether improved or vacant), other than subdivided land, in an unincorporated area of a county, the seller must furnish the buyer with an Affidavit of Disclosure.

<https://bit.ly/2ZLwvdX>

(AAR Sample Affidavit of Disclosure)

## 13 Lead-Based Paint Disclosure Form

If the home was built prior to 1978, the seller must provide the buyer with a lead-based paint disclosure form. Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that disturb lead-based paint in residential properties built before 1978 and to follow specific work practices to prevent lead contamination.

<http://bit.ly/2O4pL4A> (AAR Sample Form)

<https://bit.ly/3uzq5Kb> (ADRE Lead Based Paint Information)

## 14 Professional Inspection Report

The importance of having a property inspected by a professional inspector cannot be over-emphasized. An inspection is visual physical examination, performed for a fee, designed to identify material defects in the property.

The inspector will generally provide the buyer with a report detailing information about the property's condition. The buyer should carefully review this report with the inspector and ask the inspector about any item of concern. Pay attention to the scope of the inspection and any portions of the property excluded from the inspection.

[Consumer Guide: Home Inspections](#)

(NAR Consumer Guide - Home Inspections)

## 15 County Assessors/Tax Records

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

Apache:  
<https://bit.ly/3CVkXTu>

Cochise:  
<http://bit.ly/1oUS7ok>

Coconino:  
<http://bit.ly/2F9PstM>

Gila:  
<http://bit.ly/Yq3bV9>  
 Greenlee:  
<https://bit.ly/40vL7P7>

Graham:  
<http://bit.ly/2IGz2ZO>

La Paz:  
<http://bit.ly/2HzhhdR>

Maricopa:  
<https://mcaessor.maricopa.gov/>

Mohave:  
<https://bit.ly/2Y8OH9g>

Navajo:  
<https://bit.ly/4hbczDC>

Pima:  
<https://www.asr.pima.gov/>

Pinal:  
<https://bit.ly/40gwL0b>

Santa Cruz  
<http://bit.ly/1yRYwXI>

Yavapai  
<https://bit.ly/40y2MC6>

Yuma  
<https://bit.ly/3uO8BbW>

## 16 Termites and Other Wood Destroying Insects and Organisms

Termites and other wood-destroying insects are commonly found in some parts of Arizona. General guidance, inspection report information and the ability to search a property for past termite treatments may be found on the Arizona Department of Agriculture website.

<https://agriculture.az.gov/pestspest-control/termites>  
 (AZDA-Termite Information)

<http://bit.ly/2GiGIIR%20> (AZDA-Wood Destroying Insect Inspection Reports)

<https://tarf.azda.gov/> (AZDA-Search for Termite Reports)

## 17 Foreign Investment in Real Property Tax Act (FIRPTA)

Foreign Investment in Real Property Tax Act (FIRPTA) may impact the purchase of property if the legal owner(s) of the property are foreign persons or non-resident aliens pursuant to FIRPTA. If so, consult a tax advisor as mandatory withholding may apply.

<https://bit.ly/3w10GsF> (I.R.S. FIRPTA Definitions)

<https://www.irs.gov/Individuals/International-taxpayers/firpta-withholding> (I.R.S. FIRPTA Information and FAQs)

Section 2

## COMMON PHYSICAL CONDITIONS IN THE PROPERTY A BUYER SHOULD INVESTIGATE

*Because every buyer and every property are different, the physical property conditions requiring investigation will vary.*

### 1 Repairs, Remodeling and New Construction

The seller may have made repairs or added a room to the property. The buyer should feel comfortable that the work was properly done or have an expert evaluate the work. Request copies of permits, invoices or other documentation regarding the work performed.

#### USE OF LICENSED CONTRACTORS

A contractor's license is required for work performed on a property unless the aggregate contract price, including labor and material, is less than \$1,000, the work performed is of a "casual or minor nature," and no building permit is required. An unlicensed property owner may also perform work themselves if the property is intended for occupancy solely by the owner. If, however, the property is listed or offered for sale or rent within one year of the completed work, it is considered prima facie evidence that the owner performed the work for purposes of sale or rent.

Owners of property who are acting as developers, who improve structures or appurtenances to structures on their property for the purpose of sale or rent, and who contract with a licensed general contractor must identify the licensed contractors' names and license numbers in all sales documents. <https://roc.az.gov/before-hire> (Before you Hire a Contractor—Tips) <https://remodelingdoneright.nari.org/> (National Association of the Remodeling Industry) <https://apps-secure.phoenix.gov/PDD/Search/Permits> (Phoenix Building Permit Search) <https://www.tucsonaz.gov/Departments/Planning-Development-Services/Permits> (Tucson Building permit records)

[Other cities-search Planning & Development](#)

### 2 Square Footage

Square footage on the MLS printout or as listed by the county assessor's records is often only an estimate and generally should not be relied upon for the exact square footage. An appraiser or architect can measure the property's size to verify the square footage.

If the square footage is important, you should have it confirmed by one of these experts during the inspection period in a resale transaction and prior to executing a contract on a new home transaction.

<https://difi.az.gov/industry/RealEstateAppraisers> (Licensed Real Estate Appraisers)

### 3 Roof

If the roof is 10 years old or older, a roof inspection by a licensed roofing contractor is highly recommended.

[www.azroofing.org](http://www.azroofing.org) (Arizona Roofing Contractors Association) <https://roc.az.gov/before-hire> (Before you Hire a Contractor)

### 4 Swimming Pools and Spas

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

<https://www.aaronline.com/2010/10/27/pool-barrier-law-contact-information/> (AAR-Pool Barrier Laws & Information) [36-1681 - Pool enclosures; requirements; exceptions; enforcement \(azleg.gov\)](https://azleg.gov) (A.R.S. 36-1681 Swimming Pool Enclosures)

### 5 Septic and Other On-Site Wastewater Treatment Facilities

If the home is not connected to a public sewer, it is probably served by an on-site wastewater treatment facility (conventional septic or alternative system). A qualified inspector must inspect any such facility within six months prior to transfer of ownership. For information on current inspection and transfer of ownership requirements, contact the specific county environmental/health agency where the property is located or the Arizona Department Environmental Quality (ADEQ).

[ADEQ - Notice of Transfer Filing Information](#) (Notice of Transfer and Inspection Information)

## 6 SEWER

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

## 7 Water/Well Issues

The property may receive water from a municipal system, a private water company, or a well. You should investigate the availability and quality of the water to the property, as well as the water provider. A list of Arizona's water companies is available at the Arizona Corporation Commission.

<https://www.azcc.gov/utilities/water>  
(Arizona Corporation Commission - Utilities Water)  
<https://new.azwater.gov/aaws/statutes-rules>  
(Assured and Adequate Water Supply)

**Adjudications:** Arizona is undertaking several Stream Adjudications, which are court proceedings to determine the extent and priority of water rights in an entire river system.

For information regarding water uses and watersheds affected by these adjudications, and the forms upon sale of the property, visit the Department of Water Resources <https://new.azwater.gov/adjudications> Department of Water Resources – Adjudications online.

**CAGRDs:** The Central Arizona Groundwater Replenishment District (CAGRD) functions to replenish groundwater used by its members, individual subdivisions and service areas of member water providers. Homeowners in a CARD pay an annual assessment fee which is collected through the county property tax process based on the amount of ground water served to member homes.

[www.cagrd.com](http://www.cagrd.com)  
(Central Arizona Ground Water Replenishment District)

## 8 Soil Problems

The soil in some areas of Arizona has “clay-like” tendencies, sometimes referred to as “expansive soil.”

Other areas are subject to fissure, subsidence and other soil conditions. Properties built on such soils may experience significant movement causing a major problem.

If it has been disclosed that the property is subject to any such soil conditions or if the buyer has any concerns about the soil condition or observes evidence of cracking, the buyer should secure an independent assessment of the property and its structural integrity by a licensed, bonded, and insured professional engineer.

<https://azgs.arizona.edu/center-natural-hazards/problem-soils>  
(Problem Soils - UA Science AZ Geological Survey)  
<http://bit.ly/2yfvzVHR>  
(Information on Land Subsidence & Earth Fissures)  
[www.btr.state.az.us](http://www.btr.state.az.us)  
(State Certified Engineers & Firms)

## 9 Previous Fire/Flood

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

## 10 Pests

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

**Scorpions:** Scorpions, on the other hand, may be difficult to eliminate. If buyer has any concerns or if the SPDS indicates the seller has seen scorpions or other pests on the property, seek the advice of a pest control company.

**Bed Bugs:** Infestations are on the rise in Arizona and nationally.

**Roof Rats:** Roof Rats have been reported in some areas by Maricopa County Environmental Services.

**Termites:** Consumer Information is available from the Arizona Department of Agriculture.

**Bark Beetles:** Bark beetles have been reported in some forested areas.

<https://agriculture.az.gov/pests-pest-control/household-pests/scorpions>  
(Scorpions – Information)  
<https://agriculture.az.gov/pests-pest-control/household-pests/bed-bugs>  
(Bed Bugs – Information)  
<https://agriculture.az.gov/pests-pest-control/household-pests/roof-rats>  
(Roof Rats)  
<https://agriculture.az.gov/pests-pest-control/termites>  
(Termite Information)  
<https://agriculture.az.gov/pests-pest-control/agriculture-pests/bark-beetles>  
(Bark Beetles – Information)

## 11 Endangered & Threatened Species

Certain areas in the state may have issues related to federally listed endangered or threatened species that may affect land uses. Further information may be obtained on the U.S. Fish and Wildlife website or by contacting the appropriate planning/development service department.

[Arizona Ecological Services Field Office | U.S. Fish & Wildlife Service \(fws.gov\)](#)  
(Arizona Ecological Services) (Arizona Endangered Species)

## 12 Death and Felonies on the Properties

Arizona law states that sellers and real estate licensees have no liability for failure to disclose to a buyer that the property was ever the site of a natural death, suicide, murder or felony.

This information is often difficult to uncover; however, the local law enforcement agency may be able to identify incidents related to a property address.

<http://bit.ly/2lo53MZ> (A.R.S. § 32-2156)

## 13 Indoor Environmental Concerns

Attention has been given to the possible health effects

of mold in homes, apartments and commercial buildings. Certain types of molds may cause health problems in some people while triggering only common allergic responses in others.

Mold is often not detectable by a visual inspection. To determine if the premises you are purchasing, or leasing contains mold or airborne health hazards, you may retain an environmental expert to perform an indoor air quality test. This is particularly important if any of the inspection reports or disclosure documents indicate the existence of past or present moisture, standing water, visible water stains, or water intrusion in the Premises.

**The Arizona Department of Health Services, Office of Environmental Health, states:**

*“If you can see mold, or if there is an earthy or musty odor, you can assume you have a mold problem.”*

[Epa.gov/indoor-air-quality-iaq](http://Epa.gov/indoor-air-quality-iaq)

(EPA-Indoor Air Quality)

<https://www.epa.gov/mold>

(EPA-Mold)

<https://www.cdc.gov/mold-health/about/index.html>

(CDC-Mold Information)

**Imported Drywall:** There have been reports of problematic drywall, produced in China, used in Arizona homes. Residents in homes with problem drywall report health issues such as respiratory irritation, and other problems such as copper corrosion and sulfur odors. Visit the Consumer Product Safety Commission website for more information.

**Radon Gas and Carbon Monoxide:** Radon gas and carbon monoxide poisoning are two of the more common and potentially serious indoor air quality (IAQ) concerns. Both of these concerns can be addressed by the home inspector, usually for an additional fee. For information on radon levels in the state, visit Arizona Radiation Regulatory Agency online.

**Drug labs:** Residual contamination arising from the illicit manufacture of methamphetamine and other drugs carried out in clandestine drug laboratories presents a serious risk of harm to human and environmental health.

**Other:** For information on other indoor environmental concerns, the EPA has a host of resource materials and pamphlets online.

[bit.ly/2kRk7jm](http://bit.ly/2kRk7jm) (Drywall Information Center)

<http://bit.ly/2GclWpM> (About Radon)

<https://bit.ly/4j9kR0J> (EPA-Carbon Monoxide Indoors)

<https://www.epa.gov/asbestos> (Asbestos Information)

<http://bit.ly/2qUzCSt> (Voluntary Guidelines -Laboratory Cleanup - Methamphetamine & Fentanyl

[Formaldehyde | US-EPA](#) (EPA Formaldehyde)

## 14 Property Boundaries

If the property boundaries are of concern, a survey may be warranted. For example, a survey may be advisable if there is an obvious use of property by others, i.e., a well-worn path across a property and/or parked cars on the property or fences or structures of adjacent property owners that appear to be built on the property. For more information, visit the Arizona Professional Land Surveyors online. A search for surveyors may be found online at the Board of Technical Registration.

[https://www.azpls.org/secure/find\\_surveyor.asp](https://www.azpls.org/secure/find_surveyor.asp)

(AZ BTR Land Surveyors)

## 15 Flood Insurance/Flood Plain Status

Your mortgage lender may require you to purchase flood insurance in connection with your purchase of the property. The National Flood Insurance Program provides for the availability of flood insurance and established flood insurance policy premiums based on the risk of flooding in the area where properties are located. Changes to the 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 the property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of the property, you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchase of the property, and other matters related to the purchase of flood insurance for the property.

If community floodplain information is not available for a specific property, and in order to obtain flood insurance, it may be necessary to have an elevation survey and obtain an elevation certificate. This is necessary to determine a properties insurability and premium rate. You may also wish to contact the Federal Emergency Management Agency (FEMA) for

more information about flood insurance as it relates to the property.

[NationalFloodInsuranceProgram\(FEMA\)](#)

<https://www.realtor.com/flood-risk/> (Flood Risk Information)

<https://www.floodsmart.gov/flood-map-zone/elevation-certificate> (Elevation Certificates: Who Needs them and Why - fact sheet)

<http://azgs.arizona.edu/center-natural-hazards/floods>(Flooding in Arizona)

<https://www.fcd.maricopa.gov/5308/Flood-Control-District> (Maricopa County Flood Control District-Services)

**OtherArizonaCounties:**ConsultCountyWebsites.

## 16 Insurance (Claims History)

Many factors affect the availability and cost of homeowner's insurance. Property owners may request a five-year claims history from their insurance company, an insurance support organization or consumer reporting agency.

[Consumer Resources\(naic.org\)](#) (Helping You Navigate

[Insurance and Make Better Informed Decisions\)](#)

## 17 Other Property Conditions

**Plumbing:**Check functionality.

**Cooling/Heating:** Make sure the cooling and heating systems are adequate. If it is important to you, hire a qualified heating/cooling inspector.

<https://www.epa.gov/ods-phaseout>(PhaseoutofOzone-DepletingSubstances -ODS)

**Electrical Systems:**Check for functionality and safety.

## Section 3

# CONDITIONS AFFECTING THE AREA SURROUNDING THE PROPERTY THE BUYER SHOULD INVESTIGATE

*Every property is unique; therefore, important conditions vary.*

## Environmental Concerns

It is often very difficult to identify environmental hazards. The Arizona Department of Environmental Quality (ADEQ) website contains environmental information regarding the locations of open and closed landfills (Solid Waste Facilities), wildfire information, as well as air and water quality

information, as well as air and water quality information (and more).

<https://www.azdeq.gov/landfills> (ADEQ-Landfills)

<https://www.azdeq.gov/solidwaste> (ADEQ-Solid Waste Facilities)

<https://wildlandfire.az.gov/> (Wildfire FAQs and Resources)

## 1 Environmentally Sensitive Land Ordinance

Approximately two-thirds of the City of Scottsdale is affected by the Environmentally Sensitive Land Ordinance (ESLO), which requires some areas on private property to be retained in their natural state and designated as National Area Open Space (NAOS).  
<https://www.scottsdaleaz.gov/codes/eslo>  
(ESL and NAOS)

## 2 Electric and Magnetic Fields (EMFs)

For information on electric and magnetic fields, and whether they pose a health risk to you or your family, visit the National Institute of Environmental Health Sciences website.

<https://www.niehs.nih.gov/health/topics/agents/emf/index.cfm>  
(National Institute of Environmental Health Sciences)

## 3 Superfund Sites

There are numerous sites in Arizona where the soil and groundwater have been contaminated by improper disposal of contaminants. Maps may be viewed on ADEQ's website to see if a property is in an area designated by the ADEQ as requiring cleanup.

<https://azdeq.gov/superfund-sites> (AZ ADEQ-Superfund Sites)  
<https://www.epa.gov/superfund> (EPA Superfund)

## 4 Freeway Construction and Traffic Conditions

Although the existence of a freeway near the property may provide highly desirable access, sometimes it contributes to undesirable noise. To search for roadway construction and planning, visit the Arizona Department of Transportation (ADOT) website.

<https://azdot.gov/projects> (ADOT Statewide Projects)  
<https://az511.com> (ADOT Road Conditions)

## 5 Crime Statistics

Crime statistics, an imperfect measurement at best, provide some indication of the level of criminal activity in an area.

<https://communitycrimemap.com/> (  
Crime Statistics - All Arizona  
Cities)

## 6 Sex Offenders

Since June 1996, Arizona has maintained a registry and community notification program for convicted sex offenders. Prior to June 1996, registration was not required, and only the higher-risk sex offenders are on the website. The presence of a sex offender in the vicinity of the property is not a fact that the seller or real estate broker is required to disclose.

<https://www.azdps.gov/services/public/offender>

(Registered Sex Offender and Community Notification)

<https://www.nsopw.gov/>

(National Sex Offender Public Site)

## 7 Forested Areas

Life in a forested area has unique benefits and concerns. As with other natural disasters that affect the United States in any given year including flooding, tornados, hurricanes and earthquakes, having information regarding wildfire risk will be crucial for Buyers here in the Southwest. To get the most up to date information on the community you are seeking to purchase in, search by city name, zip code and/or contact county/city fire authority for more information on issues particular to a community.

[www.wildfirerisk.org](http://www.wildfirerisk.org)

(Search - Community Wildfire Risk)

<https://dffm.az.gov/fire/prevention/firewise>

(Arizona Fire Wise Communities)

<https://www.nfpa.org/Public-Education/By-topic/Wildfire/Firewise-USA>  
(Public Education/Fire Wise USA)

## 8 Military and Public Airports

The legislature has mandated the identification of areas in the immediate vicinity of military and public airports that are susceptible to a certain level of noise from aircraft. The boundaries of these areas have been plotted on maps that are useful in determining if a property falls within one of these areas. The maps for military and public airports may be accessed on the Arizona Department of Real Estate (ADRE) website. Additionally, the boundaries of military and public airports in Maricopa County may be viewed on the county website. These maps are intended to show the area subject to a preponderance of airport-related noise from a given airport. Periodic over-flights that may contribute to noise cannot usually be determined from these maps.

Vacant land or lots may be for sale within areas of high noise or accident potential zones. Because the zoning of these lots may conflict with the buyer's ability to develop the property, the buyer should verify whether development is prohibited. Zoning regulations for these areas, may be found at A.R.S. §28-8481.

<https://azre.gov/military-airports>  
(ADRE- Maps of Military Airports Boundaries)

<http://azre.gov/public-airports>  
(ADRE - Maps of Public Airports & Boundaries)  
<https://www.skyharbor.com/FlightPaths> (Phoenix  
Skyharbor Airport - General Information)

## 9 Zoning/Planning/Neighborhood Services

Information may be found on community websites.

<http://phoenix.gov/business/zoning> (Phoenix)  
[https://www.tucsonaz.gov/Departments/Planning-  
Development-Services](https://www.tucsonaz.gov/Departments/Planning-Development-Services) (Tucson)

## 10 Schools

Although there is no substitute for an on-site visit to the school to talk with principals and teachers, there is a significant amount of information about Arizona's schools on the Internet.

Visit the Arizona Department of Education website for more information.

<https://www.azed.gov/> (Arizona Department of Education)

## 11 City Profile Report

Information on demographics, finances and other factors are drawn from an array of sources, such as U.S. Census Bureau of Labor, Internal Revenue Service, Federal Bureau of Investigation, and the National Oceanic and Atmospheric Administration and may be viewed on HomeFair's Website.

<https://www.moving.com/real-estate/city-profile/>  
(Find City Stats & Information)

## 12 ADRE: Topics to Research Before Purchasing Real Estate

The Arizona Department of Real Estate provides online resources, links, and information on various topics a consumer may wish to research before purchasing real estate. The topics span many opportunities for education ranging from Airport Disclosure Information and Resources on Environmental Hazards to Title Insurance And Water Availability.

<http://azre.gov/consumers/topics-research-purchasing-real-estate>  
(ADRE-Topics to Research Before Purchasing Real Estate)

## Section 4

# OTHER METHODS OF GETTING INFORMATION ABOUT A PROPERTY

### Drive Around the Neighborhood

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

### Talk to the Neighbors

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

### Investigate Your Surroundings

Google Earth is an additional method to investigate the surrounding area:

[GoogleEarth](#)

## Section 5 RESOURCES

### Market Conditions Advisory

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

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

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

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

[Market Conditions Advisory](#) (Arizona REALTORS® Sample Forms)

### Fair Housing and Disability Laws

It is illegal under the Fair Housing Act and Arizona Fair Housing laws for a property owner/ seller, landlord, property manager or real estate professional to discriminate in the sale, rental, and financing of housing and in other housing-related activities against another person based on certain protected characteristics.

The National Association of REALTORS® Code of Ethics also prohibits discrimination or aiding in discrimination. It is unlawful to discriminate on the basis of race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability.

<https://www.aaronline.com/manage-risk/other-advisories/>

(Arizona REALTORS® Fair Housing Advisory)

[Fair Housing Rights and Obligation](#) (HUD.gov)

<http://www.ada.gov/pubs/ada.htm> (Americans with Disabilities Act)

### Wire Fraud

Beware of wiring instructions sent via email. Cyber criminals may hack email accounts and send emails with fake wiring instructions. You should independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number prior to wiring any money.

<https://www.aaronline.com/manage-risk/other-advisories/>  
(Arizona REALTORS® Wire Fraud Advisory)

[Mortgage Closing Scams](#) (CFPB-How to Protect Yourself)

### Additional Information

<https://www.nar.realtor>  
NATIONAL ASSOCIATION OF REALTORS® (NAR)  
Ten Step Guide to Buying a Home (Realtor.com)

<http://bit.ly/3pQqXX7>

Home Closing 101

[www.homeclosing101.org](http://www.homeclosing101.org)

### Information about Arizona Government, State Agencies and Arizona REALTORS®

Arizona Department of Real  
Estate Consumer Information

<http://www.azre.gov>

Arizona Association of REALTORS®

[www.aaronline.com](http://www.aaronline.com)

## BUYER ACKNOWLEDGMENT

### Buyer acknowledges receipt of all 13-pages of this Advisory.

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

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

\_\_\_\_\_  
^BUYER SIGNATURE DATE

\_\_\_\_\_  
^BUYER SIGNATURE DATE

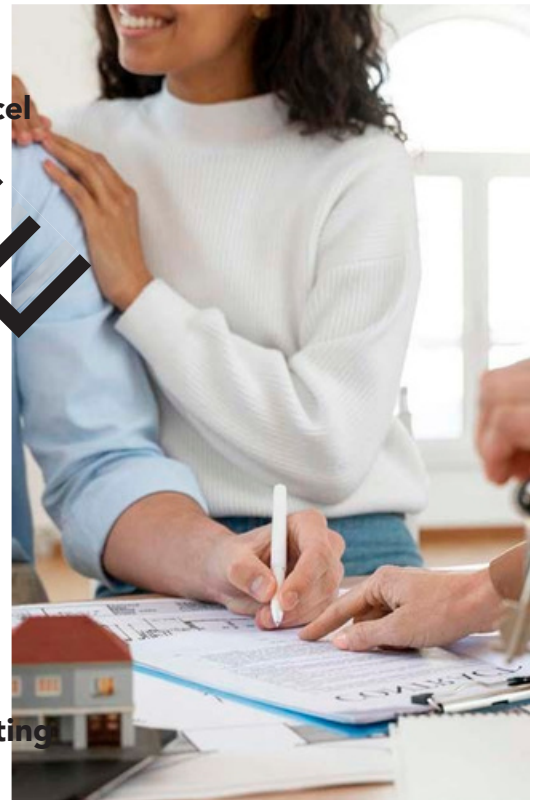


# Opening an Escrow

Escrow is typically opened by the real estate agent. An escrow file number is assigned and the appropriate information is entered into a secure electronic system, where the file details will be warehoused for the duration of the transaction. In general, the first items to enter the escrow are the Purchase Contract and the buyer's initial deposit. The escrow file will grow, item by item, until all of the conditions have been met and the escrow is ready to close.

## The Escrow File

1. Deposit a fully executed Purchase Contract along with all necessary Addenda with Title Services of the Valley. The Purchase Contract should include the street address and parcel number of the property, as well as the sales price.
2. Deposit the earnest money with Title Services of the Valley pursuant to Arizona's Good Funds Law.
3. Provide contact information for all parties to the escrow transaction to Title Services of the Valley (buyer's lender information, buyer/seller contract information including full names and marital status, any additional interested parties).
4. Provide additional information as needed for the escrow file:
  - The seller's existing lender information, loan number, contact information and approximate unpaid balance.
  - HOA (Homeowner's Association) information such as address and dues, and management company.
  - Commission amount and additional conditions.
  - How the buyer will want to take title.
  - Fire/hazard insurance information for new policy or existing policy.



## Conflicts/Disputes

- Escrow is disarmed the moment there is a disagreement between parties.
- Escrow Holder may continue the escrow process only after mutual agreement is reached between the parties in writing.
- Escrow Holders reserve the right to interplead the file.
- Escrow Holders reserve the right to resign from an escrow at any given time.

## Confidentiality

- Escrow files are confidential. Escrow personnel are the only staff privy to the escrow files.
- Third parties requesting information will not be accommodated without express written consent of the principals.
- Files are stored for 5 years as required by law.

*For more information, please contact your Title Services of the Valley escrow officer or sales representative.*

# Ways to Take Title in *Arizona*

<b>COMMUNITY PROPERTY</b>	<b>JOINT TENANCY WITH RIGHT OF SURVIVORSHIP</b>	<b>COMMUNITY PROPERTY TENANCY WITH RIGHT OF SURVIVORSHIP</b>	<b>TENANCY IN COMMON</b>
<i>Requires a valid marriage between two persons.</i>	<i>Parties need not be married; may be more than two joint tenants.</i>	<i>Requires a valid marriage between two persons.</i>	<i>Parties need not be married; may be more than two tenants in common.</i>
<i>Each spouse holds an undivided one-half interest in the estate.</i>	<i>Each joint tenant holds an equal and undivided interest in the estate, unity of interest.</i>	<i>Each spouse holds an undivided one-half interest in the estate.</i>	<i>Each tenant in common holds an undivided fractional interest in the estate. Can be disproportionate, e.g., 20% and 80%; 60% and 40%; 20% and 20%; 20% and 40%; etc.</i>
<i>One spouse cannot partition the property by selling his or her interest.</i>	<i>One joint tenant can partition the property by selling his or her joint interest.</i>	<i>One spouse cannot partition the property by selling his or her interest.</i>	<i>Each tenant's share can be conveyed, mortgaged or devised to a third party.</i>
<i>Requires signatures of both spouses to convey or encumber.</i>	<i>Requires signatures of all joint tenants to convey or encumber the whole.</i>	<i>Requires signatures of both spouses to convey or encumber.</i>	<i>Requires signatures of all tenants to convey or encumber the whole.</i>
<i>Each spouse can devise (will) one-half of the community property.</i>	<i>Estate passes to surviving joint tenants outside of probate.</i>	<i>Estate passes to the surviving spouse outside of probate.</i>	<i>Upon death the tenant's proportionate share passes to his or her heirs by will or intestacy.</i>
<i>Upon death the estate of the decedent must be "cleared" through probate, affidavit or adjudication.</i>	<i>No court action required to "clear" title upon the death of joint tenant(s).</i>	<i>No court action required to "clear" title upon the first death.</i>	<i>Upon death the estate of the decedent must be "cleared" through probate, affidavit or adjudication.</i>
<i>Both halves of the community property are entitled to a "stepped up" tax basis as of the date of death.</i>	<i>Deceased tenant's share is entitled to a "stepped up" tax basis as of the date of death.</i>	<i>Both halves of the community property are entitled to a "stepped up" tax</i>	<i>Each share has its own tax basis.</i>

Note: Arizona is a community property state. Property acquired by a husband and wife is presumed to be community property unless legal title is held as "Sole and Separate." If a married person acquires title as sole and separate, his or her spouse must execute a disclaimer deed to the property. Parties may choose to hold title in the name of an entity, e.g., a corporation; a limited liability company; a partnership (general or limited). The method of taking title has certain significant legal and tax consequences; therefore, you are encouraged to obtain advice from an attorney or other professional.

# 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](http://www.ashi.org). structural components.

# Closing Costs

## Who Pays What

is chart indicates who customarily pays what costs

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

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

# Overview of Closing Costs

Below is an overview of the types of closing costs you may incur on your loan. Some are one-time fees while others recur over the life of the loan.

## APPRAISAL FEE

This is a one-time fee that pays for an appraisal, a statement of property value required on most loans. The appraisal is made by an independent appraiser.

## CREDIT REPORT FEE

This one-time fee covers the cost of a credit report processed by an independent credit reporting agency.

## DOCUMENT PREPARATION FEE

There may be a separate, one-time fee that covers preparation of the final legal papers, including the note and deed of trust.

## LOAN DISCOUNT

Often called "Points", a loan discount is a one-time charge used to adjust the yield on the loan to what market conditions demand. One point is equal to 1% of the loan amount.

## LOAN ORIGATION FEE

This fee covers the Lender's administrative costs in processing the loan. It is a one-time fee and is generally expressed as a percentage of the loan amount.

## MISCELLANEOUS TITLE CHARGES

The title company may charge fees for a title search, title examination, document preparation, notary fees, recording fees, and a settlement or closing fee. These are all one-time charges.

## MORTGAGE INSURANCE PREMIUM

Depending on the amount of your down payment, you may be required to pay a fee or mortgage insurance (which protects the Lender against loss due to foreclosure). You may also be required to put a certain amount for mortgage insurance into a special reserve account (called an impound account) held by the Lender.

## PREPAID INTEREST

Depending on the day of the month your loan closes, this charge may vary from a full month to just a few days interest. If your loan closes at the beginning of the month, you will probably have to pay the maximum amount. If your loan closes near the end of the month, you will only have to pay a few days interest. Your first payment will usually be 30 days after the date pre-paid interest is paid through.

## TAXES AND HAZARD INSURANCE

Based on the month you close, property taxes will be prorated between you and the Seller. You will also need to pay an entire year's hazard insurance premium upfront (Homeowner's Insurance). In addition, you may be required to put a certain amount for taxes and insurance into a special reserve account (impound account) held by the Lender.

## TITLE INSURANCE FEES

There are two title policies; a Buyer's title policy (which protects the new homeowner) and a Lender's title policy (which protects the Lender against loss due to a defect in the title). These are both one-time fees.

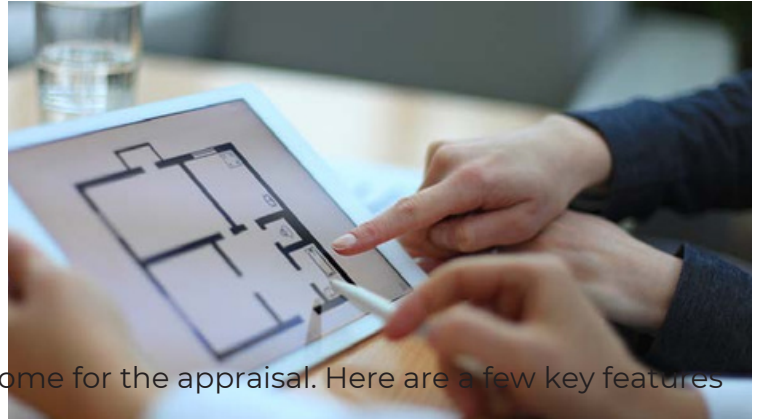


# The Appraisal Process

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 the appraiser enters the interior, 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.

# Your Closing *Appointment*

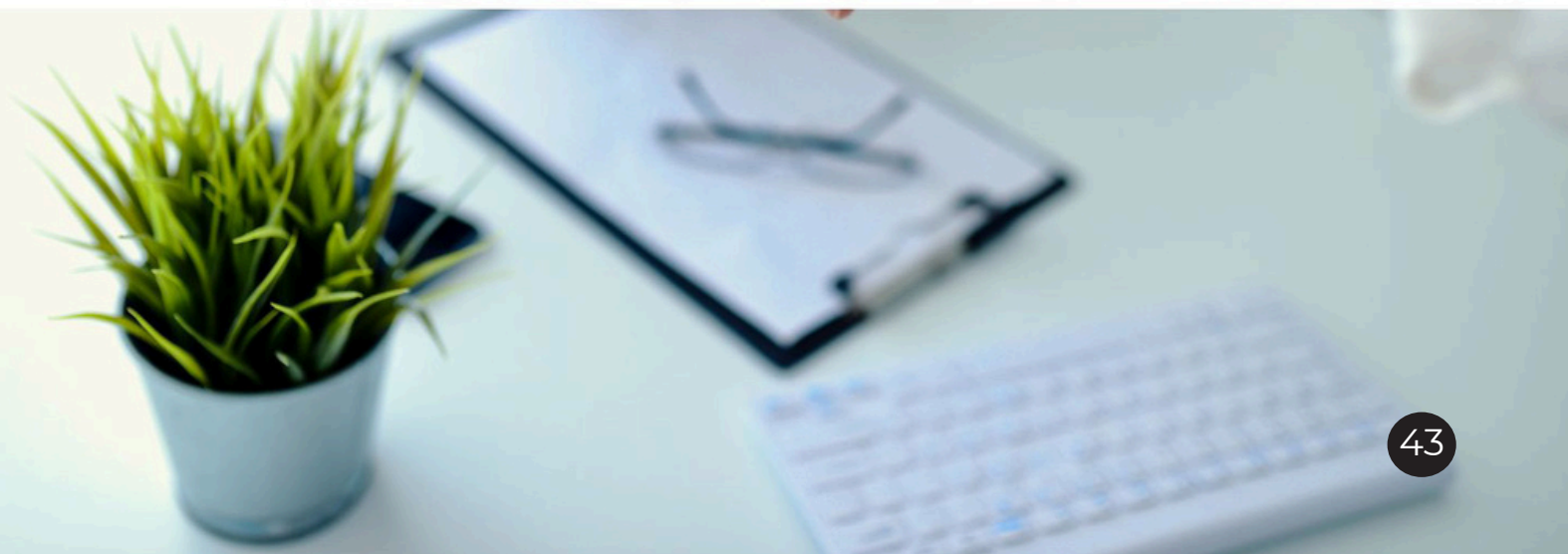
**Your Title Services of the Valley escrow officer will contact your real estate agent to schedule a closing or signing appointment. You will have a chance to review the final Closing Disclosure and supporting documentation. This is your opportunity to ask questions and clarify terms. You should review the paperwork carefully and report discrepancies to the escrow officer. You will be responsible for all charges incurred, so it is important to double check all line items and dollar amounts.**

**Arrange for your money to be wired to Title Services of the Valley before signing or bring a cashier's check drawn on a local FDIC insured bank. If you are unsure about closing procedures, ask questions; an explanation is just a phone call away!**

**Don't forget your identification. You will need valid government issued photo identification when you sign documents that need to be notarized (such as a deed). A driver's license is preferred. You will be asked to provide your social security number.**

**If you are obtaining a new loan, your signed loan documents will be returned to the lender for review. If your loan documents are satisfactory, the lender will send the check directly to Title Services of the Valley. Once all necessary funds are in, they will be disbursed to the Seller and other appropriate payees. Then, you'll receive the keys to your home!**

**Keep all records pertaining to your home together in a safe place, including all purchase documents, insurance, maintenance, and improvements.**



# Good Funds *Law*



Arizona law requires the "escrow agents not disburse money from an escrow account until funds related to the transaction have been deposited and available." ARS-6-834. The law specifies which forms of payment are acceptable for deposit.

The availability of funds for use in escrow is based on funds being deposited in our bank for the specified days shown below. The days refer to Business Days which are defined as calendar days other than Saturday or Sunday, and excluding most major holidays.

## Same Day

---

- **Cash:** Special requirements may need to be met if necessary to accept cash.
- **Electronic Payment/Transfer or Wire:** This is the preferred method for receiving funds.
- **Cashier, Certified, Tellers and Official Checks** drawn on FDIC Insured Institutions.
- **Checks** made by an affiliate of a state or federally regulated depository institution where the check is drawn on the affiliated depository.

## Next Day

- **US Treasury Checks.**
- **Postal Money Orders** (for other money orders See Fifth Day).
- **Federal Reserve, Federal Credit Union, and Federal Home Loan Bank Checks.**
- **State, County and Municipal Government Checks.**

## Second Day (See Caution)

- **Credit Union and Travelers Checks.**

## Fifth Day (See Caution)

- **All other Money Orders (Non-US Postal).**

## Fifth Day (See Caution)

- **NO disbursement until funds Received and Collected!**
- **We cannot accept ACH payments. \*\*\***

**Business Days:** Funds are potentially available on the Business Day indicated above. A business day is defined as a calendar day other than Saturday or Sunday, and excluding most major holidays. If January 1, July 4, November 11, or December 25 fall on a Sunday, the next Monday is excluded from the definition of a business day. Note that individual banks may require additional hold periods longer than shown above. Late-day may be considered deposited on the next business day.

**Foreign Checks:** It is the policy of Title Services of the Valley NOT to accept foreign checks into escrow. This includes foreign checks paid through a US Bank. All money coming from outside the United States must be sent via wire transfer. \*\*

**Third Party Checks:** Title Services of the Valley does NOT accept third party checks. Third Party checks are drawn on a non-financial account, payable to a payee other than Title Services of the Valley, and subsequently endorsed over to Title Services of the Valley. There is one exception - United States Treasury checks payable to Farmers Home Administration's borrower, endorsed over to Title Services of the Valley.

\*\*Intermediate Banks handling International Wire Transfers charge a Fee. Insure that your wire includes fees or it will come in short on funds which will delay the disbursement.

\*\*\* ACH Payments are not defined by the state as "good funds" as they may be recalled for 90 days.

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. The title 'Property Taxes' is overlaid on a white rectangular banner, with 'Property' in a black serif font and 'Taxes' in a blue cursive 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.

# 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 & Checklist



## MOVING DAY

- Make a list of every item and box loaded onto the truck
- Take jewelry, family photos, and important documents with you - or mail them to yourself by registered mail
- Carry an assortment of toys for children (if needed)
- Double check closets, drawers, & shelves to be sure they are empty
- Turn off all appliances and lock all doors and windows
- Leave all old keys needed by new tenant or owner with REALTOR® or neighbor
- Let the movers know how you can be reached

## At Your New Home

- Check off all boxes & items as they come off the truck
- Install new locks
- Check on telephone, gas, electricity, water & trash pickup
- Check pilot light on stove, hot water heater & furnace
- Ask mail carrier for mail that may have been held until your arrival
- Register car within five days after arrival in state or a penalty may apply when getting new license plates
- Arrange for medical services: doctor, dentist, etc.

# 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
- 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

APS .....602.371.7171  
 Century Link .....800.244.1111  
 Cox Cable .....602.277.1000  
 Garbage & Trash ..... 602.262.3111  
 Rural Metro Fire Department .....480.627.6200  
 Salt River Project (SRP) .....602.236.8888  
 Southwest Gas .....877.860.6020

## APACHE JUNCTION

Fire Administration .....480.982.4440  
 Police Department (Non-Emergency) .....480.982.8260  
 Water Utilities .....480.982.6030  
 City Website .....ajcity.net

## AVONDALE

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

Fire Administration .....623.349.6700  
 Police Department (Non-Emergency) .....623.349.6400  
 Water Utilities .....623.349.8700  
 City Website .....buckeyeaz.gov

## CHANDLER

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

## Fountain Hills

Fire Administration .....480.837.9820  
 Police Department (Non-Emergency) .....480.837.2047  
 Water Utilities .....480.837.9522  
 City Website .....www.fh.az.gov

## GILBERT

Fire Administration .....480.503.6300  
 Police Department (Non-Emergency) .....480.503.6500  
 Water Utilities .....480.503.6800  
 City Website .....gilbertaz.gov

## GLENDALE

Fire Administration .....623.930.4400  
 Police Department (Non-Emergency) .....623.930.3000  
 Water Utilities .....623.930.3190  
 City Website .....glendaleaz.gov

## GOODYEAR

Fire Administration .....623.932.2300  
 Police Department (Non-Emergency) .....623.932.1220  
 Water Utilities .....623.932.3010  
 City Website .....goodyearaz.gov

## LITCHFIELD

Fire Administration .....623.932.2300  
 Police Department (Non-Emergency) .....602.876.1011  
 Water Utilities .....623.935.9367  
 City Website .....litchfield-park.org

## MARICOPA

Fire Administration .....520.568.3333  
 Police Department (Non-Emergency) .....520.316.6800  
 Water Utilities .....520.568.4452  
 City Website .....maricopa-az.gov



# Important *numbers*

## MESA

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

Website .....mesaaz.gov

Fire Administration .....480.348.3631  
 Police Department (Non-Emergency) .....480.948.7418  
 Water Utilities  
 • City of Phoenix .....602.262.6251  
 • Arizona American Water .....800.383.0834  
 • Berneil Water .....480.966.5804  
 City Website .....ci.paradise-valley.az.us

## PEORIA

Fire Administration .....623.773.7279  
 Police Department (Non-Emergency) .....623.773.8311  
 Water Utilities .....623.773.7286  
 City Website .....peoriaaz.gov

## PHOENIX

Fire Administration .....602.495.5555  
 Police Department (Non-Emergency) .....602.262.6151  
 Water Utilities .....602.262.6251  
 City Website .....phoenix.gov

## QUEEN CREEK

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

Website .....santanvalley.com

Fire Administration  
 .....480.312.8000 Police  
 Department (Non-Emergency) .....480.312.5000  
 Water Utilities  
 .....480.312.2461 City  
 Website .....scottsdaleaz.gov

Fire Administration  
 .....623.974.5321 Police  
 Department (Non-Emergency) .....623.584.5808  
 Water Utilities  
 .....480.895.2965 City  
 Website .....suncityaz.org

Fire Administration  
 .....623.222.5000 Police  
 Department (Non-Emergency) .....623.222.4000  
 Water Utilities  
 .....623.222.6000 City  
 Website .....surpriseaz.gov

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



