

RESIDENTIAL SELLER ADVISORYDocument updated:
August 2012**WHEN IN DOUBT – DISCLOSE!**

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

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

If the buyer asks you about an aspect of the property, you have a duty to disclose the information, regardless of whether or not you consider the information material. You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented: for example, if something changes. However, a seller does not generally have a legal obligation to correct defects in the property, as long as the defects are disclosed. Any correction of the defects is a matter of contract negotiation between you and the buyer.

If you do not make the legally required disclosures, you may be subject to civil liability. Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

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

You should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, warranties, inspection reports, and leases, to insure that you are disclosing accurate information. Also, use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess - use the blank lines to explain the situation.

The SPDS is divided into six general sections:

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

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

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**RESIDENTIAL SELLER'S PROPERTY
DISCLOSURE STATEMENT (SPDS)** *(To be completed by Seller)*Document updated:
August 2012

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

**MESSAGE TO THE SELLER:**

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

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

MESSAGE TO THE BUYER:

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

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

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

OWNERSHIP AND PROPERTY

1. As used herein, "Property" shall mean the real property and all fixtures and improvements thereon and appurtenances incidental thereto, plus fixtures and personal property described in the Contract.
2. **PROPERTY ADDRESS:** _____
(STREET ADDRESS) (CITY) (STATE) (ZIP)
3. Does the property include any leased land? ☐ Yes ☐ No
4. Is the Property located in an unincorporated area of the county? ☐ Yes ☐ No If yes, and five or fewer parcels of land other than subdivided
5. land are being transferred, the Seller must furnish the Buyer with a written Affidavit of Disclosure in the form required by law.
6. **LEGAL OWNER(S) OF PROPERTY:** _____ Date Purchased: _____
7. Is the legal owner(s) of the Property a foreign person or a non-resident alien pursuant to the Foreign Investment in Real Property
8. Tax Act (FIRPTA)? ☐ Yes ☐ No If yes, consult a tax advisor; mandatory withholding may apply.
9. Is the property located in a community defined by the fair housing laws as housing for older persons? ☐ Yes ☐ No
10. Explain: _____
11. Approximate year built: _____. If Property was built prior to 1978, Seller must furnish the Buyer with a lead-based paint disclosure form.
12. **NOTICE TO BUYER: IF THE PROPERTY IS IN A SUBDIVISION, A SUBDIVISION PUBLIC REPORT, WHICH CONTAINS A VARIETY OF INFORMATION ABOUT THE SUBDIVISION AT THE TIME THE SUBDIVISION WAS APPROVED, MAY BE AVAILABLE BY CONTACTING THE ARIZONA DEPARTMENT OF REAL ESTATE OR THE HOMEBUILDER. THE PUBLIC REPORT INFORMATION MAY BE OUTDATED.**
13. The Property is currently: ☐ Owner-occupied ☐ Leased ☐ Estate ☐ Foreclosure ☐ Vacant If vacant, how long? _____
14. If a rental property, how long? _____ Expiration date of current lease: _____ (Attach a copy of the lease if available.)
15. If any refundable deposits or prepaid rents are being held, by whom and how much? Explain: _____
16. _____

YES NO

17. ☐ ☐ Have you entered into any agreement to transfer your interest in the Property in any way, including rental renewals or options to purchase? Explain: _____
18. ☐ ☐ Are you aware if there are any association(s) governing this Property?
19. If yes, provide contact(s) information: Name: _____ Phone #: _____
20. If yes, are there any fees? How much? \$ _____ How often? _____
21. ☐ ☐ Are you aware of any transfer fees or other fees due upon transfer of the Property? Explain: _____
22. _____

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

BUILDING AND SAFETY INFORMATION

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

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

YES	NO	
73. <input type="checkbox"/>	<input type="checkbox"/>	Are you aware of any damage to any structure on the Property by any of the following? (Check all that apply):
74. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Flood <input type="checkbox"/> Fire <input type="checkbox"/> Wind <input type="checkbox"/> Expansive soil(s) <input type="checkbox"/> Water <input type="checkbox"/> Hail <input type="checkbox"/> Other _____
75. <input type="checkbox"/>	<input type="checkbox"/>	Explain: _____
76. <input type="checkbox"/>	<input type="checkbox"/>	WOOD INFESTATION:
77. <input type="checkbox"/>	<input type="checkbox"/>	Are you aware of any of the following:
78. <input type="checkbox"/>	<input type="checkbox"/>	Past presence of termites or other wood destroying organisms on the Property?
79. <input type="checkbox"/>	<input type="checkbox"/>	Current presence of termites or other wood destroying organisms on the Property?
80. <input type="checkbox"/>	<input type="checkbox"/>	Past or present damage to the Property by termites or other wood destroying organisms?
81. <input type="checkbox"/>	<input type="checkbox"/>	Explain: _____
82. <input type="checkbox"/>	<input type="checkbox"/>	_____
83. <input type="checkbox"/>	<input type="checkbox"/>	Are you aware of past or present treatment of the Property for termites or other wood destroying organisms?
84. <input type="checkbox"/>	<input type="checkbox"/>	If yes, date last treatment was performed: _____
85. <input type="checkbox"/>	<input type="checkbox"/>	Name of treatment provider: _____
86. <input type="checkbox"/>	<input type="checkbox"/>	Is there a treatment warranty? (Attach a copy of warranty if available.)
87. <input type="checkbox"/>	<input type="checkbox"/>	If yes, is the treatment warranty transferable?
88. <input type="checkbox"/>	<input type="checkbox"/>	NOTICE TO BUYER: CONTACT STATE OF ARIZONA STRUCTURAL PEST CONTROL COMMISSION
89. <input type="checkbox"/>	<input type="checkbox"/>	FOR PAST TERMITE REPORTS OR TREATMENT HISTORY.
90. <input type="checkbox"/>	<input type="checkbox"/>	HEATING & COOLING:
91. <input type="checkbox"/>	<input type="checkbox"/>	Heating: Type(s) _____
92. <input type="checkbox"/>	<input type="checkbox"/>	Cooling: Type(s) _____
93. <input type="checkbox"/>	<input type="checkbox"/>	Are you aware of any past or present problems with the heating or cooling system(s)?
94. <input type="checkbox"/>	<input type="checkbox"/>	Explain: _____
95. <input type="checkbox"/>	<input type="checkbox"/>	PLUMBING:
96. <input type="checkbox"/>	<input type="checkbox"/>	Are you aware of the type of water pipes, such as galvanized, copper, PVC, CPVC or polybutylene?
97. <input type="checkbox"/>	<input type="checkbox"/>	If yes, identify: _____
98. <input type="checkbox"/>	<input type="checkbox"/>	Are you aware of any past or present plumbing problems? Explain: _____
99. <input type="checkbox"/>	<input type="checkbox"/>	_____
100. <input type="checkbox"/>	<input type="checkbox"/>	Are you aware of any water pressure problems? Explain: _____
101. <input type="checkbox"/>	<input type="checkbox"/>	Type of water heater(s): <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Solar Approx. age(s): _____
102. <input type="checkbox"/>	<input type="checkbox"/>	Are you aware of any past or present water heater problems? Explain: _____
103. <input type="checkbox"/>	<input type="checkbox"/>	_____
104. <input type="checkbox"/>	<input type="checkbox"/>	Is there a landscape watering system? If yes, type: <input type="checkbox"/> automatic timer <input type="checkbox"/> manual <input type="checkbox"/> both
105. <input type="checkbox"/>	<input type="checkbox"/>	If yes, are you aware of any past or present problems with the landscape watering system?
106. <input type="checkbox"/>	<input type="checkbox"/>	Explain: _____
107. <input type="checkbox"/>	<input type="checkbox"/>	Are there any water treatment systems? (Check all that apply):
108. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> water filtration <input type="checkbox"/> reverse osmosis <input type="checkbox"/> water softener <input type="checkbox"/> Other _____
109. <input type="checkbox"/>	<input type="checkbox"/>	Is water treatment system(s) <input type="checkbox"/> owned <input type="checkbox"/> leased (Attach a copy of lease if available.)
110. <input type="checkbox"/>	<input type="checkbox"/>	Are you aware of any past or present problems with the water treatment system(s)?
111. <input type="checkbox"/>	<input type="checkbox"/>	Explain: _____
112. <input type="checkbox"/>	<input type="checkbox"/>	SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:
113. <input type="checkbox"/>	<input type="checkbox"/>	Does the Property contain any of the following? (Check all that apply):
114. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Swimming pool <input type="checkbox"/> Spa <input type="checkbox"/> Hot tub <input type="checkbox"/> Sauna <input type="checkbox"/> Water feature
115. <input type="checkbox"/>	<input type="checkbox"/>	If yes, are either of the following heated? <input type="checkbox"/> Swimming pool <input type="checkbox"/> Spa If yes, type of heat: _____
116. <input type="checkbox"/>	<input type="checkbox"/>	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
117. <input type="checkbox"/>	<input type="checkbox"/>	Explain: _____

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Residential Seller's Property Disclosure Statement (SPDS) >>**YES NO**

118. **ELECTRICAL AND OTHER RELATED SYSTEMS:**
119. ☐ ☐ Are you aware of any past or present problems with the electrical system? Explain: _____
120. _____
121. ☐ ☐ Is there a security system? If yes, is it (Check all that apply):
122. ☐ **Leased (Attach copy of lease if available)** ☐ **Owned** ☐ **Monitored** ☐ **Other** _____
123. ☐ ☐ Are you aware of any past or present problems with the security system? Explain: _____
124. _____
125. ☐ ☐ Does the Property contain any of the following systems or detectors?(Check all that apply):
126. ☐ Smoke/fire detection ☐ Fire suppression (sprinklers) ☐ Carbon monoxide detector
127. If yes, are you aware of any past or present problems with the above systems? Explain: _____
128. _____

129. **MISCELLANEOUS:**
130. ☐ ☐ Are you aware of or have you observed any of the following on the Property? (Check all that apply):
131. ☐ Scorpions ☐ Rabid animals ☐ Bee swarms ☐ Rodents ☐ Reptiles ☐ Other: _____
132. Explain: _____
133. How often is the Property serviced or treated for pests, reptiles, insects or animals? _____
134. Name of service provider: _____ Date of last service: _____
135. ☐ ☐ Are you aware of any work done on the Property, such as building, plumbing, electrical or other improvements?
136. **(If no, skip to line 145.)**
137. Explain: _____
138. ☐ ☐ Are you aware of any rooms added to the Property or converted to bedrooms?
139. ☐ ☐ Were permits for the work required? Explain: _____
140. If yes, were permits for the work obtained? Explain: _____
141. ☐ ☐ Was the work performed by a person licensed to perform the work? Explain: _____
142. ☐ ☐ Was approval for the work required by any association governing the property? Explain: _____
143. If yes, was approval granted by the association? Explain: _____
144. ☐ ☐ Was the work completed? Explain: _____
145. ☐ ☐ Are there any security bars or other obstructions to door or window openings? Explain: _____
146. ☐ ☐ Are you aware of any past or present problems with any built-in appliances? Explain: _____
147. _____
148. ☐ ☐ Are there any leased propane tanks, equipment or other systems on the Property? Explain: _____
149. _____

UTILITIES

150. **DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?**
- | YES | NO | | PROVIDER |
|-------------------------------|--------------------------|--|----------|
| 151. <input type="checkbox"/> | <input type="checkbox"/> | Electricity: | _____ |
| 152. <input type="checkbox"/> | <input type="checkbox"/> | Fuel: <input type="checkbox"/> Natural gas <input type="checkbox"/> Propane <input type="checkbox"/> Oil | _____ |
| 153. <input type="checkbox"/> | <input type="checkbox"/> | Cable: | _____ |
| 154. <input type="checkbox"/> | <input type="checkbox"/> | Telephone: | _____ |
| 155. <input type="checkbox"/> | <input type="checkbox"/> | Garbage Collection: | _____ |
| 156. <input type="checkbox"/> | <input type="checkbox"/> | Fire: | _____ |
| 157. <input type="checkbox"/> | <input type="checkbox"/> | Irrigation: | _____ |
| 158. <input type="checkbox"/> | <input type="checkbox"/> | Water Source: <input type="checkbox"/> Public <input type="checkbox"/> Private water co. <input type="checkbox"/> Private well <input type="checkbox"/> Shared well <input type="checkbox"/> Hauled water | |
| 159. | | If water source is a private or shared well, complete and attach DOMESTIC WATER WELL/WATER USE ADDENDUM. | |
| 160. | | If source is public, a private water company, or hauled water, Provider is: _____ | |
| 161. | | NOTICE TO BUYER: IF THE PROPERTY IS SERVED BY A WELL, PRIVATE WATER COMPANY OR A MUNICIPAL WATER PROVIDER, THE ARIZONA DEPARTMENT OF WATER RESOURCES MAY NOT HAVE MADE A WATER SUPPLY DETERMINATION. FOR MORE INFORMATION ABOUT WATER SUPPLY, CONTACT THE WATER PROVIDER. | |
| 162. | | | |
| 163. | | | |
| 164. | | | |

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Residential Seller's Property Disclosure Statement (SPDS) >>**YES NO**

165. ☐ ☐ Are you aware of any past or present drinking water problems? Explain: _____
166. _____
167. ☐ ☐ Are there any alternate power systems serving the Property? If yes, indicate type (Check all that apply):
168. ☐ Solar ☐ Wind ☐ Generator ☐ Other _____
169. If yes, are you aware of any past or present problems with the alternate power system(s)? Explain: _____
170. _____

ENVIRONMENTAL INFORMATION**YES NO**

171. ☐ ☐ Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):
172. ☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Dampness/moisture ☐ Other
173. Explain: _____
174. ☐ ☐ Are you aware of any past or present issues or problems in close proximity to the Property related to any of
175. the following? (Check all that apply):
176. ☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other _____
177. Explain: _____
178. **NOTICE TO BUYER: THE ARIZONA DEPARTMENT OF REAL ESTATE PROVIDES EARTH FISSURE MAPS TO**
179. **ANY MEMBER OF THE PUBLIC IN PRINTED OR ELECTRONIC FORMAT UPON REQUEST AND ON ITS WEBSITE**
180. **AT www.azre.gov.**
181. ☐ ☐ Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):
182. ☐ Airport noise ☐ Traffic noise ☐ Rail line noise ☐ Neighborhood noise ☐ Landfill ☐ Toxic waste disposal
183. ☐ Odors ☐ Nuisances ☐ Sand/gravel operations ☐ Other _____
184. Explain: _____
185. ☐ ☐ Are you aware if any portion of the Property has ever been used as a "Clandestine drug laboratory" (manufacture of,
186. or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy or LSD)?
187. **NOTICE TO BUYER: THE ARIZONA BOARD OF TECHNICAL REGISTRATION (BTR) MAINTAINS A LIST OF**
188. **UNREMIEDIATED SITES AT www.azbtr.gov. TO DETERMINE IF THE PROPERTY WAS ONCE ON THE LIST**
189. **BUT HAS BEEN REMEDIATED, CONTACT THE BTR AT 602-364-4948.**
190. ☐ ☐ Are you aware if the Property is located in the vicinity of an airport (military, public, or private)?
191. Explain: _____
192. **NOTICE TO SELLER AND BUYER: PURSUANT TO ARIZONA LAW A SELLER SHALL PROVIDE A WRITTEN**
193. **DISCLOSURE TO THE BUYER IF THE PROPERTY IS LOCATED IN TERRITORY IN THE VICINITY OF A MILITARY**
194. **AIRPORT OR ANCILLARY MILITARY FACILITY AS DELINEATED ON A MAP PREPARED BY THE STATE LAND**
195. **DEPARTMENT. THE DEPARTMENT OF REAL ESTATE ALSO IS OBLIGATED TO RECORD A DOCUMENT AT THE**
196. **COUNTY RECORDER'S OFFICE DISCLOSING IF THE PROPERTY IS UNDER RESTRICTED AIR SPACE AND TO**
197. **MAINTAIN THE STATE LAND DEPARTMENT MILITARY AIRPORT MAP ON ITS WEBSITE AT www.azre.gov.**
198. ☐ ☐ Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):
199. ☐ Asbestos ☐ Radon gas ☐ Lead-based paint ☐ Pesticides ☐ Underground storage tanks ☐ Fuel/chemical storage
200. Explain: _____
201. ☐ ☐ Are you aware if the Property is located within any of the following? (Check all that apply):
202. ☐ Superfund/ WQARF/ CERCLA ☐ Wetlands area
203. ☐ ☐ Are you aware of any open mine shafts/tunnels or abandoned wells on the Property?
204. If yes, describe location: _____
205. ☐ ☐ Are you aware if any portion of the Property is in a flood plain/way? Explain: _____
206. _____
207. ☐ ☐ Are you aware of any portion of the Property ever having been flooded? Explain: _____
208. _____
209. ☐ ☐ Are you aware of any water damage or water leaks of any kind on the Property? Explain: _____
210. _____
211. ☐ ☐ Are you aware of any past or present mold growth on the Property? If yes, explain: _____
212. _____

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BUYER	BUYER



Residential Seller's Property Disclosure Statement (SPDS) >>**SEWER/WASTEWATER TREATMENT****YES NO**

213. ☐ ☐ Is the entire Property connected to a sewer? Explain: _____
214. ☐ ☐ If yes, has a professional verified the sewer connection? If yes, how and when: _____
215. **NOTICE TO BUYER: CONTACT A PROFESSIONAL TO CONDUCT A SEWER VERIFICATION TEST.**
216. Type of sewer: ☐ Public ☐ Private ☐ Planned and approved sewer system, but not connected
217. Name of Provider _____
218. ☐ ☐ Are you aware of any past or present problems with the sewer? Explain: _____
219. ☐ ☐ Is the Property served by an On-Site Wastewater Treatment Facility? **(If no, skip to line 232.)**
220. If yes, the Facility is: ☐ **Conventional septic system** ☐ **Alternative system; type:** _____
221. ☐ ☐ If the Facility is an alternative system, is it currently being serviced under a maintenance contract?
222. If yes, name of contractor: _____ Phone #: _____
223. Approximate year Facility installed: _____ (Attach copy of permit if available.)
224. ☐ ☐ Are you aware of any repairs or alterations made to this Facility since original installation?
225. Explain: _____
226. _____
227. Approximate date of last Facility inspection and/or pumping of septic tank: _____
228. ☐ ☐ Are you aware of any past or present problems with the Facility? Explain: _____
229. _____
230. **NOTICE TO SELLER AND BUYER: THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIRES A**
231. **PRE-TRANSFER INSPECTION OF ON-SITE WASTEWATER TREATMENT FACILITIES ON RE-SALE PROPERTIES.**

OTHER CONDITIONS AND FACTORS

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

ADDITIONAL EXPLANATIONS

235. _____
236. _____

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

240. _____
- ^ SELLER'S SIGNATURE MO/DAY/YR ^ SELLER'S SIGNATURE MO/DAY/YR

241. **Reviewed and updated:** Initials: _____ / _____
- SELLER SELLER MO/DAY/YR

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

246. **NOTICE:** Buyer acknowledges that by law, Sellers, Lessors and Brokers are not obligated to disclose that the Property is or has been: (1) the site
247. of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV, diagnosed as
248. 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.

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

251. _____
- ^ BUYER'S SIGNATURE MO/DAY/YR ^ BUYER'S SIGNATURE MO/DAY/YR





NORTHERN ARIZONA ASSOCIATION OF REALTORS®, INC.
EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL LISTING CONTRACT
RESIDENTIAL PROPERTY



This is intended to be a legally binding contract. No representation is made as to the legal validity or adequacy of any provision or the tax consequences thereof. If you desire legal, tax or other professional advice, consult your attorney, tax advisor, or professional consultant.

1. **PRICE \$** _____ **PROPERTY SUBTYPE** _____ **AREA** _____ **REGION** _____ **ASSESSOR'S #** _____

2. **THE PREMISES:** For purposes of this Listing Contract ("Contract"), the "Premises" means the real property in _____

3. County, Arizona described below, plus all fixtures and improvements thereon, all appurtenances incident thereto and all personal property

4. described in lines 22 through 39.

5. Check One: ☐ See legal description attached hereto:

6. ☐ Legal description as follows: _____

7. _____

8. _____

9. **PROPERTY ADDRESS** _____ **CITY** _____ **ZIP CODE** _____

10. **EXCLUSIVE RIGHT TO SELL:** In consideration of the acceptance by the undersigned, licensed Arizona real estate broker ("Broker") of the

11. terms of this Listing, and Broker's promise to endeavor to effect a sale, lease, exchange, or option of the property described above,

12. ("Premises"), I/we, as the Seller(s) ("Seller"), employ and grant the Broker the exclusive and irrevocable right to sell, lease, exchange, or

13. option the Premises described in lines 2 through 9 commencing on _____, and expiring at 11:59 p.m. MST on _____

14. **AGENCY RELATIONSHIPS:** Seller understands that Broker is Seller's agent with respect to this Listing. Seller understands that a Buyer

15. may also wish to be represented by Broker in connection with the purchase, lease, exchange or option of the Premises. In that event, Broker

16. would be serving as the agent of both the Seller and the Buyer. Since Seller does not wish to limit the range of Buyers at this time, Seller

17. agrees to work with Broker to resolve any potential agency conflicts that may arise and to review the Consent to Limited Representation form.

18. Seller authorizes Broker to offer cooperation and compensation to: ☐ Subagents ☐ Buyer's Brokers ☐ Limited Dual Agents

19. **ADDENDA INCORPORATED:** ☐ Addendum ☐ Affidavit of Disclosure ☐ As Is ☐ Domestic Water Well ☐ HOA ☐ HOA Disclosure

20. ☐ Lead Based Paint ☐ On Site Waste Water ☐ Property Data Form ☐ R.E. Agency Relationships ☐ SPDS ☐ Short Sale

21. ☐ Other _____

22. **FIXTURES AND PERSONAL PROPERTY:** Seller agrees that all existing fixtures on the Premises, and any existing personal property

23. specified herein, shall be included in the sale of the Premises, including the following:

24. • free-standing range/oven	• flush-mounted speakers	• outdoor landscaping, fountains, & lighting
25. • built-in appliances	• attached fireplace equipment	• water-misting systems
26. • light fixtures	• window and door screens, sun screens	• solar systems
27. • ceiling fans	• storm windows and doors	• pellet, wood-burning or gas-log stoves
28. • towel, curtain and drapery rods	• shutters and awnings	• timers
29. • draperies and other window coverings	• garage door openers and controls	• mailbox
30. • attached floor coverings	• attached TV/media antennas/satellite dishes	• storage sheds

31. If owned by the Seller, the following items also are included in the sale:

32. • pool and spa equipment (including any	• security and/or fire systems	• water softeners	• propane tank
33. mechanical or other cleaning systems)	and/or alarms	• water purification systems	

34. **Additional Existing Personal Property Included in this sale (if checked):** ☐ refrigerator ☐ washer ☐ dryer

35. As described: _____

36. _____

37. Other: _____

38. _____

39. _____

40. Additional existing personal property shall not be considered part of the Premises and shall be transferred with no monetary value,

41. and free and clear of all liens or encumbrances.

42. Fixtures and leased items NOT included: _____

43. **ROLE OF THE BROKER:** Seller acknowledges that Broker is not responsible for the custody or condition of the Premises or for its

44. management, maintenance, upkeep or repair.

45. **COMPENSATION TO BROKER:** Seller agrees to compensate Broker as follows:

46. a. **RETAINER:** Broker acknowledges receipt of a non-refundable retainer fee of: _____

47. payable to Broker for initial counseling, consultation, research and/or marketing.

48. b. **BROKER COMMISSION:** If Broker produces a ready, willing and able Buyer in accordance with this Listing, or if a sale, lease, exchange,

49. or option of the premises is made by Seller or through any other real estate agent, during the term of this exclusive Listing, for services

50. rendered, Seller agrees to pay Broker a commission of _____

51. The same amount of commission shall be payable to Broker if, without the consent of Broker, the Premises is withdrawn from this Listing or

52. otherwise withdrawn from sale or transferred or conveyed by Seller.

53. c. **SELLER'S OBLIGATIONS:** Seller agrees not to rent the Premises during the term of this Listing without Broker's prior knowledge and

54. consent. If the Premises is rented, through the services of Broker or Seller, or any other real estate agent, Seller agrees to pay Broker a

55. commission upon execution of a lease by all parties, including renewals and holdover, of _____



56. d. **PURCHASE BY TENANT:** If during the terms of such rental, including any renewals and holdovers, or within _____ days after its
57. termination, the tenant, or any of such tenant's heirs, executors, or assigns shall buy the Premises from Seller, the commission described
58. in lines 48 through 52 shall be deemed earned by and payable to Broker.
59. e. **AFTER EXPIRATION:** After expiration of this Listing, the same commission, as appropriate, shall be payable, if a sale, lease, exchange,
60. or option is made by Seller to any person to whom the Premises has been shown or with whom Seller or any Broker has negotiated
61. concerning the Premises during the term of this Listing, (1) within _____ days after expiration of this Listing, unless the Premises has
62. been listed on an exclusive basis with another Broker, or (2) during the pending period, including the closing, of any purchase contract or
63. escrow relating to the Premises that was executed or opened during the terms of this Listing, or (3) with respect to any sale covered by
64. lines 48 through 52.
65. f. **FAILURE TO CLOSE:** If completion of the sale is prevented by default of Seller, or with consent of Seller, the entire commission shall be
66. paid directly by Seller. If the earnest deposit is forfeited for any other reason, Seller shall pay a brokerage fee equal to the lesser of one-
67. half of the earnest deposit or the full amount of the commission.
68. g. **PAYMENT FROM ESCROW:** Seller will instruct the escrow company to pay all commissions to Broker in cash as a condition at closing
69. and irrevocably assigns Seller's proceeds to Broker at close of escrow to the extent necessary therefore.
70. h. **OTHER BROKERS:** Seller authorizes Broker to cooperate with other brokers as instructed herein and to divide all such compensation with
71. other brokers in any manner acceptable to Broker.
72. i. **NO LIMITATION:** Nothing in this Listing shall be construed as limiting applicable provisions of law relating to when commissions are
73. earned or payable.
74. **OWNER'S AUTHORIZATION:** The Seller authorizes and permits the Broker to:
75. a. Represent the Premises as set forth in the attached Northern Arizona Association of Realtors®, Inc. (NAAR) Property Data Form,
76. dated _____;
77. b. Place the Broker's "For Sale" sign and, in the event of a sale, a "Sold" or "Pending" sign (at Broker's discretion) on the Premises;
78. c. Procure and present "offers to purchase" and to accept earnest monies and to issue receipts for such earnest monies to be deposited
79. in the Broker's or Escrow Company's trust account upon Seller's acceptance of an "offer to purchase", unless otherwise agreed.
80. d. Allow Broker to disseminate data to websites for the purposes of procuring a Buyer. **Seller's Initials** _____ / _____
81. e. **Multiple Listing Service:** Broker is a member of the NAAR and its Multiple Listing Service (MLS) and possibly of other MLS's as a
82. secondary member.
83. The listing information contained herein and from the Property Data Form will be provided to the MLS (s) to be published and disseminated
84. to its users. Broker is authorized to report the pending sale, lease, exchange, or option of the Premises, and its price, terms and financing
85. to the MLS for dissemination and use by authorized members and MLS users and to the public.
86. f. **Other Potential Sellers:** Seller understands that other potential sellers may authorize Broker to endeavor to effect a sale, lease,
87. exchange, or option property similar to the Premises. Seller consents to any agency representation by Broker of such other potential
88. sellers before, during and after expiration of this Listing and understands that the Premises may not be presented or shown to every Buyer
89. the Broker represents.
90. **SELLER'S OBLIGATIONS:** The Seller agrees to the following:
91. a. Seller agrees to make available to Broker and prospective Buyers all data, records and documents pertaining to the Premises in Seller's
92. possession. Seller authorizes Broker, and any other broker authorized by Listing Broker, to preview and show the Premises at reasonable
93. times and upon reasonable notice and agrees to commit no act which might tend to obstruct Broker's performance hereunder. If the
94. Premises is occupied by someone other than the Seller, the Seller will provide to Broker the occupant's written consent to the showing of
95. the Premises. Seller shall not deal directly with any prospective Buyer of the Premises during the term of this Listing and shall refer all
96. prospective Buyers to Broker during the term hereof;
97. b. Consult with the Broker prior to the execution of an acceptance of an "offer to purchase";
98. c. Have only Brokers "For Sale" sign(s) on the property;
99. d. Furnish, prior to the close of a sale and at Seller's expense, a good and sufficient conveyance and marketable title evidenced by a title
100. insurance policy insured by a title insurance company in the full amount of the purchase price by a company licensed in Arizona to issue
101. title insurance;
102. e. **IRS Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to the
103. Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the Foreign Investment in
104. Real Property Tax Act, (FIRPTA).
105. f. **Homeowner's Association Information:** If the Premises is located within a Homeowner's Association/Condominium/Planned
106. Community Development, the Seller agrees to complete a Homeowner's Association Disclosure form; and further Seller shall disclose in
107. writing any current homeowner's association or upcoming assessments, claims or litigation, a copy of the bylaws and the rules of the
108. association, a copy of the declaration of Covenants, Conditions and Restrictions ("CC&R's"), other governing documents, and any other
109. information required by law in Seller's possession.
110. g. **Lead Based Paint:** If Premises was constructed prior to 1978, Seller shall provide a Disclosure of Information on Lead-Based Paint and
111. Lead-Based Paint Hazards as required by the U.S. Department of Housing and Urban Development.
112. h. **Insurance:** Seller is responsible for maintaining appropriate insurance to cover possible liability and losses from access, including liability
113. for bodily injury and losses due to theft and vandalism. Seller shall deliver to Broker a written five-year insurance claims history
114. regarding Premises or a claims history for the length of time Seller has owned the Premises if less than five years from the Seller's
115. insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these sources, from Seller.
116. i. **Affidavit of Disclosure:** A Seller of five or fewer parcels of land, other than subdivided land, in an unincorporated area of the county shall
117. deliver a written affidavit of disclosure to the Buyer. Disclosure must be notarized when signed by Buyer and recorded with the deed.
118. j. **Wood-Destroying Organism or Insect Inspection:** If Seller has knowledge of current or past wood-destroying organisms or insects,
119. (such as termites), this information must be disclosed. If this is a material matter to a Buyer, the Buyer shall order and pay for all wood-
120. destroying organism or insect inspections to be performed during the inspection Period. If the lender requires an updated Wood-Destroying
121. Organism or Insect inspection Report prior to Close of escrow, it will be performed at Buyer's expense.



122. k. **Waste Disposal Systems:** Before Close of Escrow any septic/alternative system on the Premises shall be inspected at Seller's expense
123. by an inspector recognized by the applicable governmental authority. Any necessary repairs shall be paid by the Seller, but not to exceed
124. one percent (1%) of the full purchase price or whatever is negotiated in the Purchase Contract. If such costs exceed this amount that the
125. Seller agrees to pay, (1) the Buyer may immediately elect to cancel the Purchase Contract, or (2) Seller may elect to cancel the Purchase
126. Contract unless Buyer agrees, in writing, to pay such costs in excess of those Seller agrees to pay. Seller shall deliver to Escrow Company,
127. at Seller's expense, any certification and/or documentation required.

128. l. **Wells:** If any well is located on the Premises, Seller shall deliver to Escrow Company, before Close of Escrow, a copy of the Arizona
129. Department of Water Resources, (ADWR), "Registration of Existing Wells". Escrow Company is hereby instructed to send to the ADWR a
130. "Change of Well Information". (ARS 45-593). Seller does not warrant the gallons per minute as reflected on the ADWR certificate of
131. registration. Buyer may verify gallons per minute during the Inspection Period.

132. m. Permit Broker to supplement listing information periodically to clarify, correct or update information in this Contract.

133. **SELLER'S WARRANTIES:** The Seller warrants the following:

134. a. Seller has the legal capacity, full power and authority to enter into this Listing and consummate the transactions contemplated hereby on
135. his/her/their own behalf or on behalf of the party he represents, as appropriate;

136. b. All information concerning the Premises in this Listing, including the NAAR Property Data Form, other MLS Data Forms and the
137. Seller's Property Disclosure Statement (SPDS), relating to the Premises, or otherwise provided by Seller to Broker or to any prospective
138. Buyer of the Premises is, or will be at the time made, and shall be at closing, true, correct and complete. Seller agrees to notify Broker
139. promptly if there is any material change in such information during the term of this Listing;

140. c. Seller has disclosed to Broker in writing at the time of this Listing, all material, latent defects, (problems with the Premises not plainly
141. visible), concerning the Premises which are known to Seller and Seller will continually advise Broker in writing of any material change in
142. information on the condition of the premises. ALSO SEE ATTACHED ADDENDUM - The SPDS, if applicable to updates.

143. d. Seller warrants that there is no bankruptcy, foreclosure or any other legal action pending that would affect the title to the Premises
144. or which could cause a delay in obtaining marketable title to sell/transfer except as is disclosed by the Seller to the Broker in
145. writing at or during the time of this Listing;

146. e. Except as otherwise provided in this Listing, Seller shall maintain and repair the Premises so that at the earlier of possession by a Buyer or
147. the Close of Escrow: (1) all heating, cooling, mechanical, plumbing, and electrical systems, (including swimming pool and/or spa, motors,
148. filter systems, cleaning systems, and heaters, if any), free standing range/oven, and built-in appliances will be in working condition; (2) all
149. other agreed upon repairs and corrections will be completed as agreed to; (3) the Premises, including all additional existing personal
150. property agreed to in a Purchase Offer, will be in substantially the same condition as on the date of Purchase Offer acceptance; and (4) all
151. personal property not included in the sale and all debris will be removed from the Premises.

152. f. Seller warrants that, prior to the close of escrow, payment in full will have been made for all labor, professional services, materials,
153. machinery, fixtures or tools furnished within the 120 days immediately preceding the close of escrow in connection with the construction,
154. alteration or repair of any structure on or improvement to the Premises.

155. g. Seller warrants that the information in the Listing and attached NAAR Property Data Form, regarding connection to a public sewer system,
156. septic system or other sanitation system is correct to the best of Seller's knowledge.

157. h. Seller warrants that he has disclosed to Broker any information, excluding opinions of value, that he possesses which materially and
158. adversely affects the consideration to be paid by a Buyer.

159. **INDEMNIFICATION:** Seller agrees to indemnify and hold Broker, NAAR, all other Boards or Associations of REALTORS®, and all other
160. brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation or breach of warranty by Seller in this
161. Listing, any incorrect information supplied by Seller and any facts concerning the Premises not disclosed or withheld by Seller, including
162. without limitation, any facts known to Seller relating to adverse conditions or latent defects.

163. **KEYSAFE INFORMATION AND DISCLOSURES:** Seller acknowledges that a key safe will permit access to the Premises by Broker, and any
164. member of NAAR, their MLS or their specific affiliates as authorized by the Listing Broker, with or without potential Buyers, even when Seller is
165. absent. It is not a requirement of NAAR or the Broker herein that Seller allows use of a key safe. Seller acknowledges that neither NAAR or
166. any broker is insuring Seller against theft, loss or vandalism resulting from such access. Broker advises and requests that Seller safeguards
167. or removes valuables now located within said Premises. Seller is responsible for obtaining appropriate insurance. Where a tenant occupies
168. the property, Seller will obtain and provide the Broker with written permission from tenant for the placement of a key safe.

169. Seller ☐ does ☐ does not authorize Broker to install the NAAR endorsed lockbox containing a key to the Premises.

170. **HOME WARRANTY:** Seller acknowledges that home warranty plans are available and that such plans may provide additional protection and
171. benefits to Seller and any Buyer of the Premises. Seller acknowledges that the coverage under any home warranty plan generally excludes
172. pre-existing conditions.

173. Seller, at Seller's expense, ☐ does ☐ does not agree to provide a home warranty plan for the Buyer at the close of escrow.

174. **DISPUTE RESOLUTION:**

175. **Mediation:** If such system is reasonably available to the parties, Seller agrees to request from the Buyer or tenant of the Premises written
176. confirmation that any dispute or claim arising from or relating to the purchase or services provided in relation to the purchase contract shall be
177. submitted to mediation in accordance with the Rules and Procedures of the REALTORS® Dispute Resolution System. Subject to certain
178. exclusions, disputes subject to mediation shall include representations made by Seller, Buyer, tenant or any broker or other person or entity in
179. connection with the sale, rental, purchase, financing or condition or any other aspect of the Premises, including any allegation of concealment,
180. misrepresentation, negligence or fraud. If the Buyer or tenant of the Premises consents to mediation, Seller agrees to submit all disputes to
181. mediation as described in such Rules and Procedures.

182. **Arbitration:** If the parties do not agree to mediation, or if the mediation does not result in the resolution of the dispute, Seller and Broker
183. agree that all disputes shall be resolved by binding arbitration. Unless Seller objects in writing, all disputes shall be resolved by arbitration
184. under the rules and procedures followed by a Board or Association of REALTORS® in conjunction with the Code of Ethics and Arbitration
185. Manual of the National Association of REALTORS®, as it may be amended from time to time. If Seller objects to REALTOR® arbitration, all
186. disputes shall be resolved by arbitration under the Rules of the American Arbitration Association. Initially all applicable deposits, arbitrators'
187. fees, filing fees, administrative costs and expenses will be borne equally by the parties. However, if permitted by the applicable rules, the
188. arbitrator(s) shall be authorized to award or refund all costs, deposits and attorneys fees to the prevailing party. The decision of such
189. arbitrator(s) shall be binding and conclusive upon all parties and may be enforced in any court of competent jurisdiction which is located in
190. same County as the Premises.



191. **Attorney's Fees:** In any action or proceeding to enforce any provision of this Listing, or for damages sustained by reason of its breach, the
192. prevailing party shall be entitled to receive from the other party reasonable attorney's fees and all other related expenses, such as expert
193. witness fees, fees paid to investigators and court costs as set by the court or arbitrator and not by a jury. Additionally, if any Broker
194. reasonably hires an attorney to enforce the collection of any commission payable pursuant to this Listing, and is successful in collecting some
195. or all of such commission without commencing any action or proceeding, Seller agrees to pay such Broker's reasonable attorney's fees and
196. costs and Seller also agrees to pay interest at the legal rate on all compensation and other amounts owed or due to Broker from the time due
197. until paid in full.

198. **SUBSEQUENT OFFER:** Seller shall have the right to receive subsequent offer(s) to purchase the Premises unless otherwise agreed in an
199. accepted offer to purchase.

200. **DOCUMENTS:** In connection with any sale of the Premises, Seller consents to the use of the standard form of purchase contract used by the
201. Arizona Association of Realtors® and all other standard documents used by the escrow and title companies.

202. **COPIES, COUNTERPARTS AND FACSIMILE:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original
203. Contract. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in
204. any number of counterparts, which shall become effective upon delivery as provided for herein. All counterparts shall be deemed to constitute
205. one instrument, and each counterpart shall be deemed an original.

206. **TIME IS OF THE ESSENCE:** The parties acknowledge that time is of the essence in the performance of the obligations described herein.

207. **ENTIRE AGREEMENT:** This Contract, any attached property data forms, exhibits and any addenda or supplements signed by the parties
208. shall constitute the entire Contract between Seller and Broker and supersedes any other written or oral agreements between Seller and
209. Broker. This Contract can be modified only by a writing signed by Seller and Broker.

210. **CONSTRUCTION OF LANGUAGE AND GOVERNING LAW:** The language of this Contract shall be construed according to its fair meaning
211. and not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender of the neuter, as
212. appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. The headings
213. or captions of paragraphs in this Contract are for convenience and reference only and do not define, limit or describe the scope or intent of this
214. Contract or the provisions of such paragraphs. Whenever the words "include", "includes", or "including" are used in this Contract, they shall be
215. deemed to be followed by the words "without limitation". If this Contract is used for a lease, exchange or option instead of a sale of the
216. Premises, all language in this Contract relating to the sale of the Premises shall be construed to apply to any lease, exchange or option. This
217. Contract shall be governed by the laws of the State of Arizona.

218. **EQUAL HOUSING OPPORTUNITY:** Premises will be presented in compliance with federal, state and local fair housing laws and regulations.

219. **COMMISSIONS PAYABLE FOR THE SALE, LEASE, EXCHANGE, OR OPTION OF PROPERTY ARE NOT SET BY ANY BOARD OR**
220. **ASSOCIATION OF REALTORS® OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN**
221. **THE BROKER AND THE SELLER.**

222. **AGREED:** By signing below, Seller acknowledges that he has read, understands and accepts all terms and conditions contained herein and
223. that he has received a copy of this Listing.

224. Seller's Name (Print) _____ Signature _____ Date _____

225. Seller's Name (Print) _____ Signature _____ Date _____

226. Seller's Address _____ Home# _____

227. Work# _____ Cell# _____ Email _____

228. **ACCEPTED:** In consideration of Seller's representations and promises in this Contract, Broker agrees to endeavor to affect a sale, lease
229. exchange, or option in accordance with this Contract.

230. Firm Name/Listing Office _____ Office# _____

231. Designated Broker (Print) _____ Signature _____ Date _____

232. Firm Address _____ Email _____

233. Listing Agent (Print) _____ Signature _____ Date _____

234. Office# _____ Cell# _____ Email _____

235. Broker File/Log # _____ Manager's Initials _____ Date _____



BUYER ATTACHMENT

Document updated:
February 2011



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



ATTENTION BUYER!

You are entering into a legally binding agreement.

- ☐ 1. **Read the entire contract *before* you sign it.**
- ☐ 2. **Review the Residential Seller's Property Disclosure Statement (See Section 4a).**
 - This information comes directly from the Seller.
 - Investigate any blank spaces, unclear answers or any other information that is important to you.
- ☐ 3. **Review the Inspection Paragraph (see Section 6a).**

If important to you, hire a qualified:

 - Mold inspector
 - Roof inspector
 - Pest inspector
 - Pool inspector
 - Heating/cooling inspector

Verify square footage (see Section 6b)
Verify the property is on sewer or septic (see Section 6f)
- ☐ 4. **Confirm your ability to obtain insurance and insurability of the property during the inspection period with your insurance agent (see Sections 6a and 6e).**
- ☐ 5. **Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2f).**

It is your responsibility to make sure that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date. Otherwise, the Seller may cancel the contract.
- ☐ 6. **Read the title commitment within five days of receipt (see Section 3c).**
- ☐ 7. **Read the CC&R's and all other governing documents within five days of receipt (see Section 3c), especially if the home is in a homeowner's association.**
- ☐ 8. **Conduct a thorough final walkthrough (see Section 6m). If the property is unacceptable, speak up. After the closing may be too late.**

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

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

☒ **Buyer's Check List**

Buyer Attachment • Updated: February 2011

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Untitled



RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated:
February 2011



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1. PROPERTY

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

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

2. FINANCING

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

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3. TITLE AND ESCROW

- 3a. 91. Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:
93. _____
"ESCROW/TITLE COMPANY"
94. _____
ADDRESS CITY STATE ZIP
95. _____
EMAIL PHONE FAX
- 3b. 96. Title and Vesting:** Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and tax consequences. Buyer should obtain legal and tax advice.
- 3c. 98. Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, addressed pursuant to 8t and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements. Buyer shall have five (5) days after receipt of the Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to Seller of any items disapproved. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements and all other matters of record. Buyer shall be provided at Seller's expense an American Land Title Association ("ALTA") Homeowner's Title Insurance Policy, or if not available, an ALTA Residential Title Insurance Policy ("Plain Language"/"1-4 units") or, if not available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire extended coverage at Buyer's own additional expense. If applicable, Buyer shall pay the cost of obtaining the ALTA Lender Title Insurance Policy.
- 3d. 108. Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of the Buyer to any homeowner's association in which the Premises is located. (ii) If the Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.
- 3e. 118. Tax Prorations:** Real property taxes payable by the Seller shall be prorated to COE based upon the latest tax information available.
- 3f. 119. Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to the release of Earnest Money.
- 3g. 124. Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of the COE, including homeowner's association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, and service contracts, shall be prorated as of COE or ☐ Other: _____
- 3h. 127. Assessment Liens:** The amount of any assessment, other than homeowner's association assessments, that is a lien as of the COE, shall be ☐ paid in full by Seller ☐ prorated and assumed by Buyer. Any assessment that becomes a lien after COE is the Buyer's responsibility.
- 3i. 130. IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller acknowledge that if the Seller is a foreign person, the Buyer must withhold a tax equal to 10% of the purchase price, unless an exemption applies.

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4. DISCLOSURE

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

5. WARRANTIES

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

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6. DUE DILIGENCE

- 6a. 185. Inspection Period:** Buyer's Inspection Period shall be ten (10) days or _____ days after Contract acceptance. During the
 186. Inspection Period Buyer, at Buyer's expense, shall: (i) conduct all desired physical, environmental, and other types of inspections
 187. and investigations to determine the value and condition of the Premises; (ii) make inquiries and consult government agencies,
 188. lenders, insurance agents, architects, and other appropriate persons and entities concerning the suitability of the Premises and the
 189. surrounding area; (iii) investigate applicable building, zoning, fire, health, and safety codes to determine any potential hazards,
 190. violations or defects in the Premises; and (iv) verify any material multiple listing service ("MLS") information. If the presence of sex
 191. offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity is a
 192. material matter to the Buyer, it must be investigated by the Buyer during the Inspection Period. Buyer shall keep the Premises free
 193. and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair
 194. all damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection
 195. reports concerning the Premises obtained by Buyer. Buyer is advised to consult the Arizona Department of Real Estate Buyer
 196. Advisory provided by AAR to assist in Buyer's due diligence inspections and investigations.
- 6b. 197. Square Footage:** BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH THE
 198. REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL
 199. MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.
- 6c. 200. Wood-Destroying Organism or Insect Inspection:** IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS
 201. (SUCH AS TERMITES) ARE A MATERIAL MATTER TO THE BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE
 202. INSPECTION PERIOD. The Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the
 203. Inspection Period. If the lender requires an updated Wood-Destroying Organism or Insect Inspection Report prior to COE, it will be
 204. performed at Buyer's expense.
- 6d. 205. Flood Hazard:** Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the
 206. Inspection Period. If the Premises are situated in an area identified as having any special flood hazards by any governmental
 207. entity, the lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to
 208. encumber or improve the Premises.
- 6e. 209. Insurance:** IF HOMEOWNER'S INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND
 210. OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER'S INSURANCE FOR THE
 211. PREMISES FROM BUYER'S INSURANCE COMPANY DURING THE INSPECTION PERIOD. Buyer understands that any
 212. homeowner's, fire, casualty, or other insurance desired by Buyer or required by lender should be in place at COE.
- 6f. 213. Sewer or On-site Wastewater Treatment System:** The Premises are connected to a:
 214. ☐ sewer system ☐ septic system ☐ alternative system
 215. IF A SEWER CONNECTION IS A MATERIAL MATTER TO THE BUYER, IT MUST BE INVESTIGATED DURING THE
 216. INSPECTION PERIOD. If the Premises are served by a septic or alternative system, the AAR On-site Wastewater Treatment
 217. Facility Addendum is incorporated herein by reference.
 218. (BUYER'S INITIALS REQUIRED) _____ BUYER _____ BUYER
- 6g. 219. Swimming Pool Barrier Regulations:** During the Inspection Period, Buyer agrees to investigate all applicable state, county, and
 220. municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to
 221. occupying the Premises, unless otherwise agreed in writing. If the Premises contains a Swimming Pool, Buyer acknowledges receipt
 222. of the Arizona Department of Health Services approved private pool safety notice.
 223. (BUYER'S INITIALS REQUIRED) _____ BUYER _____ BUYER
- 6h. 224. BUYER ACKNOWLEDGMENT:** BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT
 225. QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE SURROUNDING
 226. AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S DUE
 227. DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PREMISES AND THE
 228. SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKER'S EXPERTISE AND LICENSING, BUYER EXPRESSLY
 229. RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD
 230. HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.
 231. (BUYER'S INITIALS REQUIRED) _____ BUYER _____ BUYER
- 6i. 232. Inspection Period Notice:** Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items
 233. disapproved. AAR's Buyer's Inspection Notice and Seller's Response form is available for this purpose. Buyer shall conduct all
 234. desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items disapproved shall be
 235. provided in a single notice.

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

7. REMEDIES

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

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BUYER	BUYER



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

8. ADDITIONAL TERMS AND CONDITIONS

- 8a. 305. _____
 306. _____
 307. _____
 308. _____
 309. _____
 310. _____
 311. _____
 312. _____
 313. _____
 314. _____
 315. _____
 316. _____
 317. _____
 318. _____
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 333. _____
 334. _____

>>

SELLER	SELLER

<Initials

Initials>

BUYER	BUYER



- >>



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

8r. 391. **Broker on behalf of Buyer:**

392. _____
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE
393. _____
FIRM ADDRESS STATE ZIP CODE
394. _____
PREFERRED TELEPHONE FAX EMAIL

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

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

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

399. _____ MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE
400. _____ ADDRESS ADDRESS
401. _____ CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 402. **Broker on behalf of Seller:**

403. _____
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE
404. _____
FIRM ADDRESS STATE ZIP CODE
405. _____
PREFERRED TELEPHONE FAX EMAIL

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

407. ☐ the Seller; or ☐ both the Buyer and Seller

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

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

412. _____ MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE
413. _____ SELLER'S NAME PRINTED SELLER'S NAME PRINTED
414. _____ ADDRESS ADDRESS
415. _____ CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

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



For Broker Use Only:

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



SELLER H.O.A. CONDOMINIUM / PLANNED COMMUNITY INFORMATION (less than 50 units)

Document updated:
July 2005

 <p>ARIZONA ASSOCIATION OF REALTORS® REAL SOLUTIONS. REALTOR® SUCCESS</p>	<p><i>The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.</i></p>	
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1. Seller: _____
2. Buyer: _____
3. Premises Address: _____
4. Date: _____

A Seller of a home in a homeowners' association ("HOA")/ condominium/planned unit development ("PUD") with less than 50 units is obligated by law to provide the Buyer with the following information and documentation. (A.R.S. §33-1806; §33-1260)

Association Information

The telephone number and address of a principal contact for the association (manager, management company, officer or any other person designated by the board of directors) is:

Name: _____

Address: _____

Telephone: _____ Fax: _____ email: _____

The amount of the common regular assessment is: \$ _____ ☐ monthly or ☐ other: _____

The amount of unpaid common regular assessment, special assessment or other assessment, fee or charge currently due and payable is: ☐ \$ _____ ☐ Not Applicable

The total amount of money held by the association as reserves is: \$ _____

Is a portion of the unit covered by insurance maintained by the association? ☐ Yes ☐ No

Do you have any knowledge of any alterations or improvements to the unit that violate the declaration ("CC&Rs")? ☐ Yes ☐ No

If yes, Explain: _____

Is there any pending litigation with respect to the Premises or the association? ☐ Yes ☐ No

If yes, provide the case names and case numbers: _____

^ SELLER'S SIGNATURE _____ MO/DA/YR

^ SELLER'S SIGNATURE _____ MO/DA/YR

Association Documentation to be provided:

1. A copy of the bylaws and the rules of the association.
2. A copy of the declaration ("CC&Rs").
3. A copy of the current operating budget of the association.
4. A copy of the most recent annual financial report of the association. If the report is more than ten pages, the association may provide a summary of the report in lieu of the entire report.
5. A copy of the most recent reserve study of the association, if any.

Buyer acknowledgment: I hereby acknowledge that the declaration, bylaws and rules of the association constitute a contract between the association and me (the purchaser). By signing this statement, I acknowledge that I have read and understand the association's contract with me (the purchaser). I also understand that as a matter of Arizona law, if I fail to pay my association assessments, the association may foreclose on my property.

Notice to Buyer: You are obligated by law to return a copy of this document to the association within fourteen calendar days.

^ BUYER'S SIGNATURE _____ MO/DA/YR

^ BUYER'S SIGNATURE _____ MO/DA/YR





MLS # _____

NORTHERN ARIZONA ASSOCIATION OF REALTORS®, INC

RESIDENTIAL DATA FORM

This property is offered without regard to race, color, creed, sex, national origin, religion, age, handicap, marital status or familial status.

NOTE: This form must be compiled and accompany the MLS Exclusive Authorization or Agency Listing Contract.

The contents of this data form executed herewith are incorporated within the separate listing contract.

(* Indicates Mandatory Fields)

COUNTY: ☐ Coconino ☐ Apache ☐ Cochise ☐ Gila ☐ Graham ☐ Greenlee ☐ La Paz
☐ Maricopa ☐ Mohave ☐ Navajo ☐ Pima ☐ Pinal ☐ Santa Cruz ☐ Yavapai ☐ Yuma

*OFFICE ID: _____ *AGENT ID: _____ *CO-OFFICE ID: _____ *CO-AGENT ID: _____

*LISTING PRICE _____ *AGREEMENT TYPE ☐ Exclusive Authorization to Sell ☐ Exclusive Agency ☐ Limited Representation

*BUYER AGENCY _____ ☐ % ☐ Flat *SUB AGENCY _____ ☐ % ☐ Flat *CO-VARIABLE ☐ Yes ☐ No

*PROPERTY SUBTYPES ☐ Single Family ☐ Condo ☐ Mobile ☐ Timeshare ☐ Townhome ☐ Manufactured ☐ Modular ☐ Fractional *TRANSACTION TYPE ☐ Lease ☐ Short Sale
☐ Sale ☐ Lease Purchase ☐ Bank Owned

*REGION _____ *AREA _____ *APN _____

STREET #	DIRECTION	STREET NAME	SUFFIX	POST DIRECTION

UNIT #	CITY	ZIP CODE	CROSS STREET

*DIRECTIONS TO PROPERTY _____

*VEGETATION DENSITY <input type="checkbox"/> NONE <input type="checkbox"/> MEADOW <input type="checkbox"/> LIGHTLY TREED <input type="checkbox"/> HEAVILY TREED	*VEGETATION <input type="checkbox"/> GRASSES <input type="checkbox"/> BRUSH <input type="checkbox"/> MIXED <input type="checkbox"/> JUNIPER/PINON <input type="checkbox"/> PONDEROSA <input type="checkbox"/> OTHER	*TERRAIN <input type="checkbox"/> LEVEL <input type="checkbox"/> ROLLING <input type="checkbox"/> SLOPED <input type="checkbox"/> HILLSIDE <input type="checkbox"/> OTHER	*GARAGE CAPACITY <input type="checkbox"/> NONE <input type="checkbox"/> ONE <input type="checkbox"/> TWO <input type="checkbox"/> THREE <input type="checkbox"/> FOUR OR MORE <input type="checkbox"/> RV GARAGE
--	---	---	--

BEDROOMS <input type="checkbox"/> 1 <input type="checkbox"/> 5 <input type="checkbox"/> 2 <input type="checkbox"/> 6 <input type="checkbox"/> 3 <input type="checkbox"/> 7 <input type="checkbox"/> 4 <input type="checkbox"/> 8+	BATHS <input type="checkbox"/> 1 <input type="checkbox"/> 1.5 <input type="checkbox"/> 1.75 <input type="checkbox"/> 2 <input type="checkbox"/> 2.5 <input type="checkbox"/> 2.75 <input type="checkbox"/> 3 <input type="checkbox"/> 3.5 <input type="checkbox"/> 3.75 <input type="checkbox"/> 4 <input type="checkbox"/> 4.5 <input type="checkbox"/> 4.5+	APPROX SQ FT _____ *YEAR BUILT _____	SQ FT SOURCE <input type="checkbox"/> Appraisal <input type="checkbox"/> Owner <input type="checkbox"/> Other <input type="checkbox"/> County <input type="checkbox"/> Plans *YEAR BUILT SOURCE <input type="checkbox"/> County <input type="checkbox"/> Owner	LOT SIZE _____ <input type="checkbox"/> Sq Ft <input type="checkbox"/> Acre(s) NOTE: Source Per County	*LISTING DATE _____	*EXPIRATION DATE _____
--	--	---	--	---	----------------------------	-------------------------------

*OCCUPANT ☐ Owner ☐ Tenant

Owner's Name _____ Phone To Show _____

Tenant's Name _____

Showing Instructions _____

LEGAL DESCRIPTION _____

ZONED _____ BUILDER _____ HOA FEE \$ _____

SOCIAL MBRSHIP FEE \$ _____ ASSMT \$ _____ TAXES \$ _____ TAX YEAR _____



TO SHOW

- ☐ Key @ Off
☐ Keysafe
☐ Appt. Only
☐ Model Units
☐ Beware Pets
☐ Vacant

POSSESSION

- ☐ Immediate
☐ At COE
☐ COE+
☐ Negotiable
☐ Sub. To Tenancy

SELLER'S OPTIONS

- ☐ Cash
☐ Conventional
☐ Assume
☐ FHA
☐ FmHA
☐ VA
☐ OMC 1st
☐ OMC 2nd
☐ Trade/Exchange
☐ Lease Purchase
☐ Submit

EXIS FEE/DOCS

- ☐ HOA Fee
☐ Social Mbshp Fee
☐ Special Assess. Fee
☐ Affid. Of Disclosure
☐ Appraisal
☐ CC&R's
☐ Home Warranty
☐ Lead Base Disc.
☐ Leases
☐ Lender Req. Docs
☐ Plat Map
☐ Public Report
☐ Short Sale Addnd
☐ SPDS
☐ Survey
☐ Trustee Sale Notice
☐ Other

DINING ROOM**FEATURES**

- ☐ Formal
☐ Kit/DR Combo
☐ LR/DR Combo
☐ Potential

LIVING ROOM**FEATURES**

- ☐ Cath/Vltd Ceilings
☐ Fireplace
☐ Great Room
☐ Bar
☐ Wet Bar
☐ Sunken

FAMILY ROOM**FEATURES**

- ☐ Cath/Vltd Ceilings
☐ Fireplace
☐ Bar
☐ Wet Bar
☐ Sunken

KITCHEN**FEATURES**

- ☐ Breakfast Bar
☐ Eat-In
☐ Pantry
☐ Walk-In Pantry
☐ Island
☐ Dishwasher
☐ Double Oven
☐ Electric Range
☐ Gas Range
☐ Garbage Disp
☐ Trash Compactor
☐ Microwave
☐ Refrigerator
☐ Other

MASTER BEDROOM**FEATURES**

- ☐ MBr Lower
☐ MBr Main
☐ MBr Upper
☐ MBr w/ Bath
☐ Tub
☐ Shower
☐ Fireplace
☐ 2nd Master Ste
☐ Split Floorplan

LAUNDRY ROOM

- ☐ In Bathroom
☐ In Garage
☐ In Hallway
☐ In Kitchen
☐ Separate Room

OTHER ROOMS

- ☐ Bonus Room
☐ Convrtd Garage
☐ Den/Study/Library
☐ Guest Quarters
☐ Hobby/Studio
☐ In-Law Quarters
☐ Loft
☐ Work Shop
☐ Other

FIREPLACE # _____

- ☐ Gas Fireplace
☐ Wood Fireplace
☐ Gas Stove
☐ Pellet Stove
☐ Wood Stove
☐ Gas Start
☐ Insert
☐ Other

HEAT FURNACE # _____

- ☐ Baseboard
☐ Forced Air Electric
☐ Forced Air Gas
☐ Hydronic
☐ Oil
☐ Propane
☐ Radiant
☐ Solar
☐ Wall Unit

WATER HEATER # _____

- ☐ Electric
☐ Natural Gas
☐ Propane
☐ Other

INTERIOR AMENITIES

- ☐ ADA Access
☐ Ceiling Fans
☐ Central Air
☐ Central Vacuum
☐ Fire Sprinklers
☐ Jac/Spa/Hot Tub
☐ Sauna
☐ Security System
☐ Skylight
☐ Solar Tube
☐ Smoke Detector
☐ Window A/C Unit
☐ Other

GARAGE TYPE

- ☐ Attached
☐ Detached
☐ Carport
☐ Garage Door Opener
☐ RV Garage

UTILITIES INSTALLED

- ☐ Electricity
☐ Generator
☐ Natural Gas
☐ Propane
☐ Solar
☐ Wind Turbine
☐ City Water
☐ Private Water Co.
☐ Shared Well
☐ Well
☐ Cistern/Tank
☐ Water Haul Avail.
☐ City Sewer
☐ Private Sewer Co.
☐ Septic
☐ Alternative System
☐ Satellite Dish
☐ Telephone
☐ TV Cable
☐ Broadband

STYLE

- ☐ Single Level
☐ Multi-Level
☐ A-Frame
☐ Cabin
☐ Double Wide
☐ Single Wide

EXTERIOR

- ☐ Brick
☐ Composite
☐ Log Sided
☐ Stone
☐ Stucco
☐ Vinyl Siding
☐ Wood Siding

CONSTRUCTION

- ☐ Wood Frame
☐ Masonry
☐ Log
☐ Other

WINDOWS

- ☐ Double Pane
☐ Single Pane
☐ Alum. Frame
☐ Wood Frame
☐ Vinyl
☐ Separate Storm

ROOF

- ☐ Asphalt Shingle
☐ Concrete Shingle
☐ Wood Shake
☐ Metal
☐ Rolled
☐ Other

FOUNDATION

- ☐ Crawl Space
☐ Full Basement
☐ Partial Basement
☐ Walk-Out Basement
☐ Piers
☐ Slab
☐ Stem Wall

ROADS

- ☐ Cindered
☐ Dirt
☐ Gravel
☐ Paved
☐ Winter Access.

ROAD MAINTENANCE

- ☐ City
☐ County
☐ Forest Service
☐ Private
☐ State

SNOW REMOVAL

- ☐ City
☐ County
☐ Forest Service
☐ Private
☐ State

LOCATION

- ☐ Borders FS
☐ Borders Golf Course
☐ Borders Lake
☐ Borders State Land
☐ Borders Und. Land
☐ Cul-de-Sac
☐ Rural

VIEWS

- ☐ Forest
☐ Golf Course
☐ Lake
☐ Mountains
☐ Panoramic
☐ San Francisco Peaks

EXTERIOR AMENITIES

- ☐ Jac/Spa/Hot Tub
☐ Storage Shed
☐ Workshop
☐ RV Dump
☐ RV Parking
☐ Landscaped
☐ Drip System
☐ Sprinkler System
☐ Guest Quarters
☐ Arenas/Round Pens
☐ Barn/Stable
☐ Corrals
☐ Partially Fenced
☐ Perimeter Fenced
☐ Fenced Dog Run
☐ Covered Deck
☐ Open Deck
☐ Covered Patio
☐ Open Patio
☐ Dogs/Cats OK
☐ Farm Animals OK
☐ Horses OK

FLOOD ZONE

- ☐ A-100 Year
☐ B-500 Year
☐ C-Minimal
☐ D-Undetermined
 by FEMA

AUTHORIZATION TO USE MULTIPLE LISTING SERVICE AND DISCLAIMER

The undersigned Seller(s) authorizes and instructs the undersigned agent to submit the information contained herein to the Northern Arizona Association of REALTORS®, Inc. for the purpose of dissemination to its Multiple Listing Service members during the period specified. This information has been obtained by the Seller(s) and/or other sources and is not guaranteed by the agent. Seller(s) agree that the information herein is true and correct to the best of his/her/their knowledge. It is understood that there is not a contractual relationship between the Seller(s) and the Northern Arizona Association of REALTORS®, Inc.

We the undersigned Sellers acknowledge that we have examined the above data and verify its content and acknowledge receipt of a copy.

SELLER (Print) _____ (Signature) _____ DATE (Mo/Day/Yr) _____

SELLER (Print) _____ (Signature) _____ DATE (Mo/Day/Yr) _____

AGENT (Print) _____ (Signature) _____ DATE (Mo/Day/Yr) _____

Broker's Initials _____ Date _____ File Number _____

FORMS AND PICTURES MUST BE ENTERED INTO MLS WITHIN 72 HOURS AFTER OBTAINING SELLER'S AND BROKERS SIGNATURES

