# HOME BUYER GUIDE

VINCENT MCIVOR
REALTOR®

A M V
MCIVOR HOMES

eXp REALTY

# About Me

Hello,

## I'M VINCENT MCIVOR

YOUR LOCAL REAL ESTATE EXPERT

Coming from a family of successful Realtors, I have had some of the best mentors in the industry since long before sitting for my own license. My background is in trust and probate estate administrations with half a decade's experience in helping to guide families through complex legal systems during somes of the most difficult times in their lives. I have always had a passion for helping people which led me to transition into real estate. I now direct my experience and passions into helping my clients navigate the many steps and uncertainties of high stakes real estate transactions. By dedicating myself to understanding my clients needs and making complex proceses simpler, I put the choices back in theirs hands and provide the understanding and clarity needed to move foreward with confidence.

## LET'S CONNECT

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# My Commitment

HONESTY & TRANSPARENCY

INTEGRITY & RESPECT

COMMUNICATION

TIMELY & REACHABLE

FIDUCIARY AGENCY

## WE DO REAL ESTATE DIFFERENTLY

We have one goal: TO GIVE YOU AN ELEVATED FULL- SERVICE CLIENT EXPERIENCE!

### COMMITTED SERVICE

We promise to provide you with the highest level of professional and individualized service from the moment you choose us to assist you with your home purchase.

### PEOPLE ORIENTED

We understand that what makes each real estate transaction unique is not the property, but the people. We dig deep to truly understand your goals and work with you to bring them about on your timeline.

### CONFIDENCE AND CONTROL

This is your journey. As your trusted advisor we will guide you through the home buying process. We will give you the advice and guidance to allow you to make big decisions with confidence! You are the driver. We are your navigator.

### BEHIND YOU

As your fiduciary agent, we prioritize your best interests. This includes ensuring the seller complies with legal disclosure requirements and fiercely negotiating on your behalf. Your interests always come first in the transaction.

### CONSISTENT COMMUNICATION

You will receive consistent updates from us at least once a week. Although at certain points we will communicate with each other much more frequently. You will never have to call to ask what is happening with your transaction because we will call you.

### MANAGING DIFFICULT NEGOTIATIONS

When buying a house, negotiating is key. We will guide you through the process and negotiate on all five negotiating points to get not just the best price but the best possible outcome for you.

## FINDING THE RIGHT *agent*

### WHAT AGENCY LOOKSLIKE...

- Confidentiality
- Accountability
- Reasonable Care
- Loyalty
- Obedience
- Advocacy
- Disclosure

### GETTING STARTED

I believe in loyalty. I am loyal to you. I am hoping that you will also be loyal to me and give the opportunity for me to be of service to you.

# Buyer's **Roadmap**

## 1 Meet with a real estate professional

Discuss the type of home you're looking for, including style, price, and location. Take this time to formalize your partnership by signing the **Buyer Representation Agreement.** It's a crucial move that lets your agent fully commit to finding your dream property.

## 2 Get pre-approved

You will need pay stubs, W2s, and bank statements. Knowing what you can afford is critical to a successful home shopping experience.

## 3 Search for homes

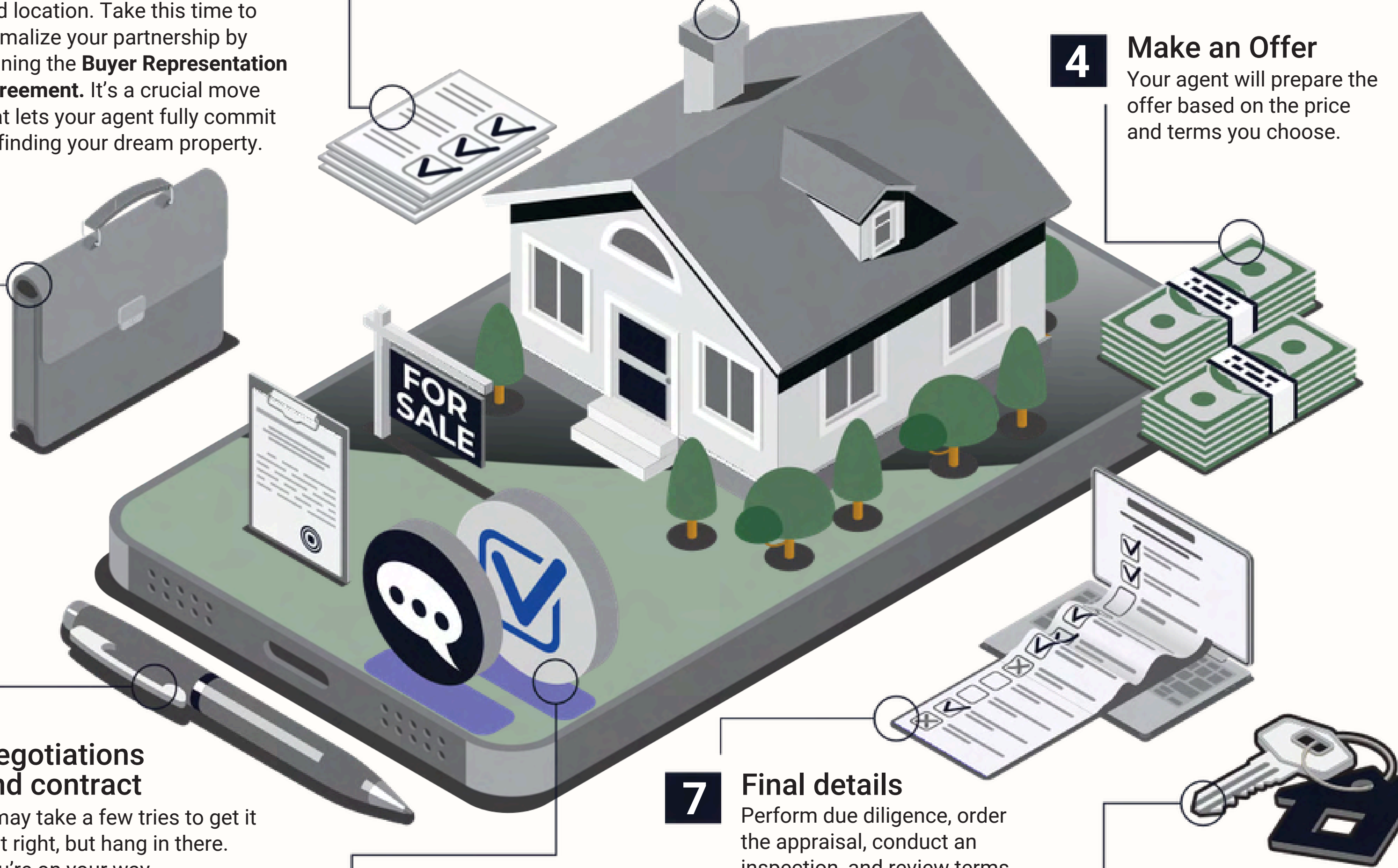
The fun part! Your agent will schedule showings and help you find the perfect.

### Advanced search

Not all real estate websites are the same. Your real estate professional has tools and systems to ensure you see every available home that meets your criteria.

## 4 Make an Offer

Your agent will prepare the offer based on the price and terms you choose.




## 5 Negotiations and contract

It may take a few tries to get it just right, but hang in there. You're on your way.

### Contract

In most cases the contract provides you with a timeline to obtain financing, as well as time to inspect the physical condition of the home. Your real estate professional will inform you of all of your rights and responsibilities related to the contract.

## 6 In Escrow

You and the Seller have agreed to the price and terms. The home is effectively held for you until closing.

## 7 Final details

Perform due diligence, order the appraisal, conduct an inspection, and review terms with the lender.

### Preparing for closing

You will be finalizing your loan, reviewing documents, and discussing the findings from the inspection. Your agent will be managing this entire process for you.

## 8 Closing

This is the transfer of funds and ownership. A title company or an attorney typically acts as an independent third party to facilitate the closing.

**Congratulations!**

You are a new home owner!

# Buyer Preparation **Guide**

Preparing to buy a home is exciting, but being ready is key. Consider your financial situation—down payment, closing costs, and mortgage pre-approval—along with what matters most in a home and neighborhood. Think about your lifestyle, community priorities, and specific needs like school zones or proximity to work. With this preparation, I'll be able to help you find a home that fits both your current needs and future plans.

## Financial Preparedness

### Down Payment

This typically ranges from **3% to 20% of the home's purchase price**.
Do you have enough for a down payment? If not, consider the following:

- Savings Plan: Start a dedicated savings plan to build up the required amount.
- Gifts: Explore the possibility of receiving gift funds from family or friends.
- Grants and Assistance Programs: Research state or federal programs that offer down payment assistance.
- Loan Options: Consider loan programs with lower down payment requirements, such as FHA loans.

### Closing Costs

Estimate and budget for closing costs, which typically range from **2% to 5% of the home's purchase price**. Do you have enough saved? If not, consider the following:

- Negotiate Seller Contributions: Ask the seller to cover some or all of the closing costs as part of the offer.
- Roll into Loan: Check if your lender allows you to roll closing costs into your mortgage.
- Assistance Programs: Look into local programs that offer help with closing costs.
- Lender Credits: Consider higher interest rates in exchange for lender credits towards closing costs, if this fits your financial strategy.

### Mortgage Pre-Approval

Secure pre-approval to understand your budget.

### Home Insurance

Research and budget for homeowner's insurance.

### Property Taxes

Look into the property tax rates and assess how they might change with future development in the area.

## Local Considerations

HOA Fees

Neighborhood Restrictions

Natural Disasters

Air and Water Quality

Noise

School Districts

Zoning Laws

Crime Rate

Commute

Future Development Plans

High Property Taxes

Limited Growth Potential

Environmental Hazards

Access to Healthcare

Proximity to Amenities

# Buyer Preparation **Guide**

When exploring mortgage options, there are four main types to consider: FHA, USDA, VA, and Conventional loans. This is not an exhaustive list of options, and there may be additional loan types that suit your situation better, Your agent or mortgage partner can help you find the best option for you,

**FHA loans** are backed by the Federal Housing Administration and are particularly popular among first-time homebuyers. They offer a low down payment, typically as low as 3.5%, and have easier credit qualifications. However, they require mortgage insurance premiums (MIP) for the life of the loan.

**USDA loans**, backed by the U.S. Department of Agriculture, are designed for buyers looking to purchase a home in rural or some suburban areas. These loans are ideal for individuals with low to moderate incomes and do not require a down payment. They also offer low interest rates but require the property to be in a USDA-approved area and include a small annual fee similar to mortgage insurance.

**VA loans**, backed by the U.S. Department of Veterans Affairs, are available to active-duty military members, veterans, and eligible surviving spouses. These loans require no down payment and no private mortgage insurance (PMI). They also come with competitive interest rates, limited closing costs, and have flexible credit requirements.

Finally, **Conventional loans** are not backed by any government agency and are suited for buyers with good to excellent credit, stable income, and a decent down payment. They offer various down payment options, typically ranging from 3% to 20%. If you can put down at least 20%, you can avoid mortgage insurance altogether. Conventional loans often provide lower interest rates compared to government-backed loans for those with strong credit, and they offer more flexibility in terms of loan terms and property types.

Each of these mortgage options has its own set of benefits and requirements, so it's important to choose the one that best fits your financial situation and home-buying goals.

### Key Considerations

**FHA Loan**

Lower Down Payment

Credit Flexibility

Mortgage Insurance

**USDA Loan**

Rural Property

Income Limits

No Down Payment

**VA Loan**

Military Service

No Down Payment

No PMI (Private Mortgage Insurance)

**Conventional Loan**

Credit Score

Higher Down Payment

No Government Backing

# Step **One:** Hiring an Agent

If you haven't bought or sold a home since the NAR settlement changes of 2024, the process you may be used to has changed. The primary change is that buyers negotiate an agreement with their agent representation directly and must have a signed agreement in place before an agent can show them property.

This does not mean that buyers' are always footing the bill for their agent representation though. Compensation for your buyer's agent is now an available negotiation point, for both buyers and sellers.

When considering agents to hire for your purchase, or even whether you want to hire an agent at all, ask a trusted real estate professional for updates on the current state of the market and market trends related to seller concessions and offering compensation for buyer's agents to inform your decision making process.

In a nutshell: The changes give you more control over your buying process. You have the flexibility to decide whether or not to hire an agent, and you are able to negotiate terms with agents that work for you. Staying aware of the current state of the market will help inform your decisions and negotiation position.

## A Note on **Fiduciary Duty**

As a consumer, you should be aware that fiduciary duty is owed only to the represented party. If you are unrepresented and reach out to a listing agent directly, keep in mind that, they do not owe you fiduciary duty. Furthermore, they are obligated to share any confidential information you share with them with their client to whom they do owe fiduciary duty.

This is also the case when speaking with sales representatives of new build communities. The agent representing the builder has a fiduciary duty to the builder, not to the unrepresented buyer.

At the end of this guide is a copy of the Real Estate Agency Disclosure & Election form for more detailed information.

# Buyer Agent **Compensation**

The changes brought by the National Association of Realtors (NAR), effective August 17, 2024, bring some important updates to the homebuying process. These changes are primarily driven by a legal settlement aimed at increasing transparency and fairness in real estate transactions.

## A Breakdown of Key Changes

**Mandatory Written Agreements -** If you're working with a buyer's agent, you must sign a written agreement before they can show you any property, whether in person or virtually. This agreement will clarify the agent's role, services, and compensation details, ensuring that both you and your agent are on the same page from the start.

**Compensation Transparency -** Previously, the compensation offered to buyer's agents was displayed on the Multiple Listing Service (MLS). Now, this information will no longer be visible on the MLS. Instead, you'll need to discuss compensation directly with your agent, which can still be negotiated. This change is intended to make the process more transparent and give you more control over how much you pay your agent.

**Seller Contributions -** Buyers can negotiate for the sellers to contribute towards buyer expenses, such as closing costs, pre-paid repairs and even your agent's compensation.

**Impact on VA Loans -** For those using VA loans, the Department of Veterans Affairs has introduced a temporary policy allowing buyers to compensate their buyer broker directly. This is in response to the broader changes, and the VA is still determining how to handle this in the long term.

These changes aim to make the homebuying process more transparent and give you, as a buyer, more control and clarity over the costs involved in working with a real estate agent

## How to Pay Your Broker

### Seller Credits Buyer at Close

Buyer may request a credit to satisfy their contractual obligation with Buyer Broker at close of escrow. This is negotiated through the contract process.

### Seller to Pay Directly

Buyer may request seller pay Buyer Broker fees.  Seller may pay Buyer Broker at close of escrow. This is negotiated through the contract process.

### Buyer Pays Directly

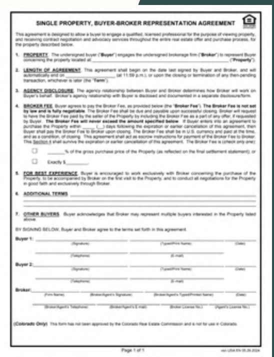
Buyer may choose to compensate their agent directly at Close of Escrow

# Buyer Agent **Forms**

If you're working with a buyer's agent, they must have you sign a written agreement selecting them as your agent before they can show you any property, whether in person or virtually. This agreement will clarify the agent's role, services, and compensation details, ensuring that both you and your agent are on the same page from the start. Copies of these forms are at the back of this guide.

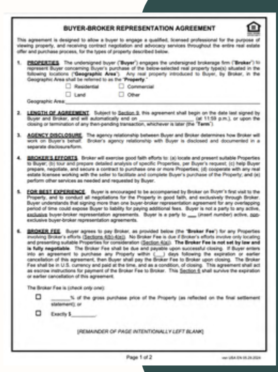
### Single Property Buyer Broker Agreement

This is a form that may or may not be used all agents. At eXp Realty, we have developed a single property form that allows you, the buyer, the ability to enter into an agreement without committing to a lengthy relationship before you feel confident with your choice of agent and negotiated fees.


SINGLE PROPERTY, BUYER-BROKER REPRESENTATION AGREEMENT

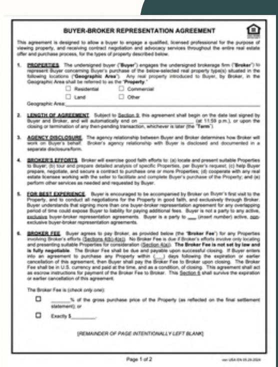
### Exclusive Buyer-Broker Representation Agreement

This form provides buyers with a detailed understanding of the terms of representation and the associated fees. This agreement is for a specified length of time, as negotiated with your agent, and is agreement that you are working with your agent exclusively. This agreement protects both your interests as a buyer, as well as your representing agent's commitment of time and expertise.


BUYER-BROKER REPRESENTATION AGREEMENT

### Buyer-Broker Agreement to Show Property

This form provides buyers with a detailed understanding of the terms of representation and the associated fees. This agreement is for a specified length of time, as negotiated with your agent.


BUYER-BROKER REPRESENTATION AGREEMENT

# Step **Two:** Getting Pre-Approved

## Pre-Qualification vs **Pre-Approval**

The steps and terminology for the process of a pre-qualification or pre-approval process vary from lender to lender and these terms are sometimes used interchangeably. However, generally those terms are understood as outlined below:

In general, a pre-qualification is quicker, may or may not involve verification of income, and, if credit is pulled, it is a soft inquiry only. Your lender will fill out a pre-qualification form, which can be seen at the end of this guide, which your agent will include with any offer you make. A pre-qualification is helpful, but generally carries less weight than a pre-approval with sellers, particularly when they are considering multiple offers.

A pre-approval is, generally, a more extensive process. The lender will complete a credit check - which will result in a hard inquiry - and verify all income, assets, and debts to determine a tentative pre-approval for how much they may lend you. This process will result in the lender providing you with a Pre-Approval Letter that states the estimated loan amount, interest rate, and terms. Providing a Pre-Approval letter in an offer carries more weight with sellers because there is a higher confidence that you will be able to qualify for the loan needed to complete the sale.

Neither a pre-qualification nor a pre-approval is a a full qualification and approval for a mortgage. The final approval cannot be completed until after the purchase contract process has begun. The home itself, being the collateral for the loan, must also be assessed.

# Step Three: Searching for your home

If you could wave a magic wand and find your dream home, what would it look like? Where would you live? What do you like about that area?

When starting out on your search, ask yourself questions like:

How many bedrooms, baths, and how much square footage do you want to have?

Do you have children? Pets? Do you work from home? How do these impact your needs - a fenced in backyard, a dedicated office?

What are the top 5 most important things in your future home?

What is a non-negotiable feature or aspect of your future home?

What's your favorite home style?

Do you prefer a home that's move-in ready or one you can renovate? are you comfortable with large renovations or more comfortable with minimal renovation or only design updates?

# Wants vs Needs

Before hopping into the home search process, it is helpful to create a list of needs and a list of wants. Though we all dream of it, there is no such thing as a 100% perfect home. Creating a “needs” list and a “wants” list in advance of your home search will help you in finding the home that will fulfill all your needs, many of your wants, and leave the opportunity open to fulfill the rest of your wants down the road.

"Needs" are the non-negotiable features. "Wants" are the nice-to-haves, but you can live without or add down the road.

Remember you can't change the lot, the location, or the price you paid.

### NEEDS MIGHT LOOK LIKE

✓ Enough bedrooms for your family
✓ First floor master bedroom
✓ Close proximity to work or school
✓ Attached two-car garage
✓ Yard for children or pets

### WANTS MIGHT LOOK LIKE

✓ Specific paint or exterior color
✓ Fenced-in backyard
✓ Specific flooring
✓ Kitchen amenities or appliances
✓ Walk-in shower or double vanity

### NEEDS

### WANTS

# The Home Search Process

Once you have your wants vs. needs list, your agent can set you you up on an MLS search so you'll receive an email the minute a property that fits your criteria hits the market. You will be able to work with your agent to schedule showings and get started finding your dream home!

TIPS DURING THE HOME SEARCH PROCESS:

- **Use the search filters:** If you want to do some online searching yourself, in addition to the MLS search your agent sets up, you'll want to look for possible properties outside that criteria. Look at expanding your geographic search and adding $25k - $50k to your max price.

- **Check Google Street View:** if you find something that catches your eye, virtually tour the neighborhood on google street view. If you're local, drive by the property, ideally at several times of day to get a clear sense of how the neighborhood feels to you - in the morning, during peak traffic hours, at night, etc.

- **If a home you like is "pending" or "under contract" it doesn't mean you have to dismiss it entirely.** Pending contracts fall through occasionally. You can always find out if they are accepting back-up offers or keep the home on your list and see if it comes back onto the market. If you have an agent, talk to them about backup offers and the pros and cons specific to your situation.

- **Jot down the MLS number & address.** If you see a home you are interested in, in your the MLS email results from your agent or your own online search, let your agent know! They will call the listing agent(s) to gather pertinent info and get a showing scheduled for you.

- **Look for open houses:** if you are not yet represented, open houses are a way to see homes you are interested in. If you have an agent, stay in contact with them and let them know if you are planning to attend an open house.

# Steps **Four and Five:**
## Negotiation and Contract: Making an Offer

Have you found the home you love? It's time to put in an offer. These next couple pages provide a high level overview of the most common components of an offer. At the end of this guide is a copy of the Residential Resale Purchase Contract for your reference as well.

### Purchase price

This is the amount you're offering to pay for the home. It's often negotiable, especially if there are multiple offers, the home needs repairs, or if the home has been on the market for a while.

### Earnest money deposit

This is a good faith deposit showing your serious intent to buy. It's typically 1-3% of the purchase price and is held in escrow. If the sale goes through, the deposit is applied to your down payment or closing costs. If you back out without a valid contingency, you might forfeit the deposit.

### Inspection period

Most buyers include a home inspection contingency, allowing time to hire an inspector to check the home's condition. If major issues are found, you will have an opportunity to negotiate repairs or back out of the deal.

### Your Agent's Compensation

Negotiating for sellers to pay for all or part of buyer's agent compensation is done with an addendum, Seller Compensation Agreement, which is at the end of this guide for your reference as well. This is often a key negotiation component of the offer.

# Steps **Four and Five:** Negotiation and Contract: Making an Offer

## Contingencies

A contingency is a condition that must be met before a buyer and seller can finalize the purchase of a home. There are a few common contingencies, in addition to the inspection contingency noted above.

A financing contingency protects you in the case that you are not able to secure a mortgage. An appraisal contingency protects you in the case your home does not appraise for at least the amount of your offer.

## Closing costs

These include lender fees, title insurance, taxes, and other costs associated with finalizing the sale. Closing costs can range from 2-5% of the purchase price. The cost of buyer's agent representation is also a part of closing costs and seller contribution towards those costs can also be negotiated through the offer process.

## Closing date

This is the date you and the seller agree to finalize the transaction and transfer ownership. This is usually 30-45 days from when the offer is accepted but can vary based on financing or other factors.

This is, by no means, an exhaustive list of negotiation components that go into making an offer on a home. Each purchase will have unique factors to consider, and the current state of the market, needs of the buyer, and motivations of the seller invariably influence the opportunities for offer negotiation points.

Once an offer is submitted, the sellers may 1) accept it as offered, 2) respond with a counteroffer for your consideration, or 3) reject the offer.

# Steps **Six and Seven:**

## The Escrow Process and preparing to close

Your offer has been accepted! Once under contract, the following timeline will generally occur. Each purchase is unique, so this is a general outline only:

01

### Provide Escrow Deposit

If escrow money was agreed to in the contract, the deposit will need to be made with the escrow company as outlined in contract.

02

### Schedule Inspection

Scheduling your inspection should be done as soon as possible! Inspection results can provide a critical point for additional negotiations. Your agent may have suggestions for how to handle this process for effective negotiation strategy.

03

### Finalize Loan Application

You will need to work with your mortgage professional to move from pre-approval to finalizing your application,

04

### Secure Insurance

You'll need homeowners insurance in place before closing. Your lender may require proof to finalize the loan.

05

### Order Appraisal

Your lender will initiate this to ensure the property's value matches the sale price. If it comes in lower, it'll be back to negotiations!

06

### Title Search

A title company will conduct a title search to ensure there are no liens against the property. You'll also purchase title insurance to protect against unforeseen title problems.

07

### Final Walkthrough

Before the closing date, you'll do a final walk-through of the property to ensure it's in the agreed-upon condition.

08

### Closing Day

Sign documents, pay remaining closing costs and down payment. The title is transferred to you and the keys are exchanged!

# Home Inspection **Guide**

This list covers some of the most common inspections that homebuyers should consider. However, depending on the property's condition and location, your general home inspector may recommend additional inspections or bring in subject matter experts for further evaluation. These specialists can provide a deeper analysis of specific areas, ensuring you have a comprehensive understanding of the property's condition before making a final decision.

**General Home Inspection:** A general home inspection should include checks on various systems and structural elements. Electrical systems need to ensure that wiring, outlets, and the electrical panel are safe and up to code. Plumbing systems should be checked for leaks, proper drainage, and the overall condition of pipes. Heating and cooling systems must be inspected for their functionality and condition. Appliances should be confirmed to be in working order.

**Septic or Sewer Inspection:** Checks for leaks, clogs, or other issues in the septic system or sewer lines to ensure proper waste management.

**Foundation Inspection:** Identifies any cracks, shifts, or water damage that could indicate structural problems.

**Mold or Moisture Inspection:** Looks for visible mold and uses moisture meters to detect hidden moisture that could lead to mold growth.

**Roof Inspection:** Examines the condition of shingles, tiles, gutters, and flashing to ensure the roof is intact and effectively directs water away from the home.

**Geological Inspection:** Assesses soil stability and identifies any geological hazards, such as flood zone risks.

**Chimney Inspection:** Ensures the chimney is structurally sound, with no cracks or blockages, and that the cap and crown are intact.

# Home Inspection **Guide**

**Pest Inspection:** Looks for signs of termites, rodents, or other pests that could cause property damage.

**Radon Testing:** Tests for radon gas, which can pose health risks.

**Asbestos and Lead Paint Inspection:** Identifies the presence of asbestos or lead paint, particularly in older homes, which may require professional removal.

## Common Questions:

### DO I REALLY NEED AN INSPECTION?

The home may appear to be in perfect shape, but some of the costliest problems are difficult to spot: leaks, termite damage, foundation issues, poor ventilation, faulty wiring, and leaking appliances. It is always advisable to have the home professionally inspected to discover potential issues during the purchase process.

### WHEN SHOULD I SCHEDULE IT?

Schedule all inspections immediately. The sooner you get results back from an inspector, the more time you and your agent will have to decide how to proceed and discuss negotiation points.

### THE INSPECTION REVEALED ISSUES...

If the inspection reveals any issues, the buyer may ask the seller to cover the costs of repairs or ask for a seller credit.The buyer may also cancel the contract. Attached to the end of this guide is a copy of the BINSR - Residential Buyer's Inspection Notice and Sellers Response for your reference.

# Step **Eight:** Closing

Closing day is approaching! You've done the inspections, appraisal, shopped for your homeowners insurance, the title search is clear and resolved, and your loan approval is complete. You are clear to close! What happens now:

## Closing Disclosure

You will receive a closing disclosure from your lender at least three days before closing. It outlines the final terms of your loan, including the interest rate, loan amount, and closing costs. Review it carefully - this will tell you the funds to bring on closing day.

## Arrange Utilities Transfer

You'll need to contact utility providers to set up services like electricity, gas, water, and internet for the day of closing or move-in day.

## Obtain Certified Funds

You'll need to bring certified funds (cashier's check or wire transfer) for your down payment and closing costs. **Always independently confirm wiring instructions prior to wiring any money.** Your closing agent will provide you with the exact amount a few days before closing.

## Closing

In Arizona, signing your closing documents may be completed in a few ways. Remote online notarization is available in Arizona, however, some lenders and escrow companies require notary in person or by sending a mobile notary to you. You may have your signing appointment the day of closing or a day or two before.

The day of close, escrow balances the file, the lender releases funds, and title records with the county. Your agent will call you and let you know the home is yours once the recording is complete.

# REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated: **November 2024**

**This document is not an employment agreement**

*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.*

Firm Name ("Broker") ______________________________

acting through ______________________ ______________________
LICENSEE'S NAME LICENSEE'S NAME

hereby makes the following disclosure.



## DISCLOSURE

Before a **Seller or Landlord (hereinafter referred to as "Seller") or a Buyer or Tenant (hereinafter referred to as "Buyer")** enters into a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer should understand what type of agency relationship or representation they will have with the broker in the transaction.

**I. Buyer's Broker:** A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services rendered, either in full or in part, from the Seller or through the Seller's broker:

a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.

b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar properties as Buyer is seeking.

**II. Seller's Broker:** A broker under a listing agreement with the Seller acts as the broker for the Seller only:

a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.

b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.

**III. Broker Representing both Seller and Buyer (Limited Representation Broker):** A broker, either acting directly or through one or more licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s), represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:

a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than stated in the listing or that the Buyer will accept a price or terms other than offered.

b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may be made only with written authorization.

Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the performance of the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known facts which materially and adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers, Lessors and Brokers are not obligated to disclose that a property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless there is a confidentiality agreement between the parties.

**THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD CAREFULLY READ ALL AGREEMENTS TO ENSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION.**

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## ELECTION

**AGENCY ELECTION DOES NOT ESTABLISH BROKER COMPENSATION.**

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

**(BUYER OR SELLER INITIALS REQUIRED)** ___________ / ___________

**Buyer or Tenant Election** (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker (check any that apply):

☐ represent the Buyer as Buyer's Broker.
☐ represent the Seller as Seller's Broker.
☐ show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller provided that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be acknowledged in a separate writing other than the purchase contract.

**Seller or Landlord Election** (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply):

☐ represent the Buyer as Buyer's Broker.
☐ represent the Seller as Seller's Broker.
☐ show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be acknowledged in a separate writing other than the purchase contract.

The undersigned ☐ Buyer(s) or ☐ Seller(s) acknowledge that this document is a disclosure of duties.

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

| | |
|---|---|
| ^ PRINT NAME | ^ PRINT NAME |
| ^ SIGNATURE MO/DA/YR | ^ SIGNATURE MO/DA/YR |

# BUYER-BROKER AGREEMENT TO SHOW PROPERTY

Document:
**February 2025**

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

*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.*

REALTOR® EQUAL HOUSING OPPORTUNITY



**Buyer:** ________________________________________________ ("Buyer")

**Broker:** ________________________________________________ acting through
FIRM NAME

**Agent:** ______________________ ______________________ ("Broker").
AGENT'S NAME AGENT'S NAME

**Notice to Buyer: All REALTORS® are required to have a signed written agreement prior to showing a home to a buyer.**
Buyer engages Broker for the purpose of viewing property and providing other real estate services at Buyer's discretion that may include contract negotiation and advocacy services throughout a real estate transaction.

**Term:** This Agreement shall commence on ______________ and expire at 11:59 p.m. on ______________ ("Expiration Date").

**Property:** Buyer instructs Broker to locate and show Property meeting the following general description:
❑ Residential ❑ Land ❑ Commercial ❑ Other: ______________________

**Agency:** The agency relationship between Broker and Buyer determines how Broker will work on Buyer's behalf and will be documented in the Real Estate Agency Disclosure and Election form.

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

**Broker Compensation:** If Broker represents Buyer in the purchase of a property, as indicated on the purchase contract that was signed prior to the Expiration Date, Buyer agrees to compensate Broker as follows ("Broker Compensation"):

**(CHECK ONLY ONE AND FILL IN THE COMPENSATION WHICH MUST BE A FIXED AMOUNT OR RATE):**
❑ __________% of the full purchase price or exchange value; or
❑ $__________; or
❑ other:______________________________________

Broker Compensation shall be due and paid at the time of, and as a condition of, close of escrow. Buyer authorizes Broker to accept compensation from seller or seller's broker, which shall be credited against Broker Compensation. Broker will not receive any amount greater than Broker Compensation from any source for services provided in this Agreement.

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

**Equal Housing Opportunity:** Broker's policy is to abide by all local, state, and federal laws prohibiting discrimination against any individual or group of individuals. For more information, see Fair Housing Advisory.

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

______________________________ ______________________________
^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

______________________________ ______________________________
^ BUYER'S NAME PRINTED ^ BUYER'S NAME PRINTED

______________________________ ______________________________
TELEPHONE EMAIL ADDRESS

______________________________________________________________
FIRM NAME

______________________________ ______________________________
^ AGENT'S SIGNATURE MO/DA/YR ^ AGENT'S SIGNATURE MO/DA/YR

**For Broker Use Only:**
Brokerage File/Log No.__________ Manager's Initials________ Broker's Initials________ Date__________
MO/DA/YR

# BUYER-BROKER EXCLUSIVE EMPLOYMENT AGREEMENT

Document updated: **February 2025**

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

*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.*

REALTOR® EQUAL HOUSING OPPORTUNITY

**Notice to Buyer: All REALTORS® are required to have a signed written agreement prior to showing a home to a buyer.**

**Buyer:** ________________________________________ ("Buyer")

**Broker:** ________________________________________ acting through
FIRM NAME

**Agent:** ____________________ ____________________ ("Broker").
AGENT'S NAME AGENT'S NAME

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

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

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

**Employment:** Broker agrees to:

a. locate Property meeting the following general description:
❑ Residential ❑ Land ❑ Commercial ❑ Other: ____________________ ("Property") within the following geographical area(s): ________________________________________;

b. negotiate at Buyer's direction to obtain acceptable terms and conditions for the purchase, exchange, or option of the Property;

c. assist Buyer during the transaction within the scope of Broker's expertise and licensing.

**Agency Relationship:** The agency relationship between Buyer and Broker shall be:
❑ as set forth in the Real Estate Agency Disclosure and Election form.
❑ Other: ________________________________________

**Property Viewings:** Buyer agrees to work exclusively with Broker and be accompanied by Broker on Buyer's first visit to any Property. **If Broker does not accompany Buyer on the first visit to any Property, including a model home, new home/lot or "open house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, seller or seller's broker may refuse to compensate Broker, which will eliminate any credit against the agreed upon Broker Compensation below.**

**Buyer agrees to review the Arizona Department of Real Estate <u>Buyer Advisory</u> to assist in Buyer's inspections and investigations.**

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

(BUYER'S INITIALS) ____________________ / ____________________

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

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

**(CHECK ONLY ONE AND FILL IN THE COMPENSATION WHICH MUST BE A FIXED AMOUNT OR RATE):**
❑ __________ % of the full purchase price or exchange value; or
❑ $__________; or
❑ other: ________________________________________

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

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

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

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

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

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

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

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

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

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

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

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

(BUYER'S INITIALS) ________________________ / ________________________

**Additional Terms and Conditions:**

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

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

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

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

(BUYER'S INITIALS) ________________________ / ________________________

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

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

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

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

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

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



^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

^ BUYER'S NAME PRINTED ^ BUYER'S NAME PRINTED

ADDRESS CITY STATE ZIP CODE

TELEPHONE EMAIL ADDRESS

FIRM NAME

ADDRESS CITY STATE ZIP CODE

^ AGENT'S SIGNATURE MO/DA/YR ^ AGENT'S SIGNATURE MO/DA/YR

**For Broker Use Only:**
Brokerage File/Log No. ______________ Manager's Initials ________ Broker's Initials ________ Date ____________ MO/DA/YR

# EXCLUSIVE BUYER/TENANT-BROKER REPRESENTATION AGREEMENT

This agreement ("**Agreement**") is designed to allow a buyer or tenant to engage a qualified, licensed professional for the purpose of viewing property, and receiving contract negotiation and advocacy services throughout the entire real estate offer, and purchase or leasing process, for the property described below.

1. **PROPERTIES**. The undersigned (*check only one*): ❑ buyer or ❑ tenant (collectively, "**Client**"), exclusively engages the undersigned brokerage firm ("**Broker**") to represent Client concerning Client's purchase or leasing, as applicable, of real property situated in the following locations ("**Geographic Area**"). Any real property introduced to Client in the Geographic Area shall be referred to individually as the "**Property**," and collectively as the "**Properties**." Geographic Area:________________________________________________________________

2. **LENGTH OF AGREEMENT**. Subject to Section 12, this Agreement shall begin on the date last signed by Client and Broker, and will automatically end on _____________________ (at 11:59 p.m.), or if Client is a "buyer," then upon the closing or termination of any then-pending transaction, whichever is later (the "**Term**").

3. **AGENCY DISCLOSURE**. The agency relationship between Client and Broker determines how Broker will work on Client's behalf. **Broker's agency relationship with Client is disclosed and documented in a separate disclosure/form**.

4. **BROKER'S EFFORTS**. Broker will exercise good faith efforts to: (a) locate and present suitable Properties to Client; (b) tour and prepare detailed analysis of specific Properties, per Client's request; (c) help Client prepare, negotiate, and secure a contract to purchase or lease, as applicable, one or more Properties; (d) cooperate with any real estate licensee working with the seller to facilitate and complete Client's purchase or leasing, as applicable, of the Property; and (e) perform other services as needed and requested by Client.

5. **FOR BEST EXPERIENCE**. Client is to be accompanied by Broker on Client's first visit to the Property, and to conduct all negotiations for the Property in good faith, and exclusively through Broker. Client understands that signing more than one buyer/tenant-broker representation agreement for any overlapping period of time could expose Client to liability for paying additional fees. Client confirms that: (i) Client is not a party to any active, exclusive buyer/tenant-broker representation agreements, and (ii) Client is a party to ___ (*insert number*) active, non-exclusive buyer/tenant-broker representation agreements.

6. **EXCLUSIVE RIGHT TO REPRESENT**. Client agrees to work *exclusively* with Broker and not with other real estate professionals. Client acknowledges that the Broker Fee shall be due and payable, according to the terms of Section 7.

**Notice: The amount or rate of real estate compensation is not fixed by law. They are set by each broker/salesperson individually and may be negotiable between Client and broker/salesperson.**

7. **BROKER FEE**. Subject to Section 6, Client agrees to pay Broker as provided below (the "**Broker Fee**"). The Broker Fee shall be *earned* by Broker at the time any Property is introduced to Client by Broker, another real estate professional, or Client, and regardless of Broker's efforts (Sections 4(a)-4(e)). The Broker Fee shall be *due and payable* only upon successful closing (whether title is taken by Client; *or* by any individual having familial or business relations with Client; *or* by any trust or entity that owns or controls Client, that Client owns or controls – whether in whole or in part-, or that is under common ownership or control with Client – collectively, but excluding Client, a "**Related Party**"), or lease signing (whether the lease is entered into by Client or any Related Party), as applicable. If Client or any Related Party enters into an agreement to purchase or lease any Property within (___) days following the expiration of this Agreement, then Client shall pay the Broker Fee to Broker upon closing or lease signing. The Broker Fee shall be in U.S. currency and paid at the time, and as a condition, of closing or lease signing, as applicable. This Agreement shall act as escrow instructions for payment of the Broker Fee to Broker. This Section 7 shall survive the expiration of this Agreement.

The Broker Fee is (*check only one*):

- ❑ _______% of the *gross* purchase price of the Property (as reflected on the final settlement statement); or
- ❑ _______% of the *gross* rental amount over the initial term (as reflected in the signed lease agreement); or
- ❑ Exactly $_________; or
- ❑ Other:________________________________________________________________
________________________________________________________________
________________________________________________________________
________________________________________________________________

**COLLECTING BROKER FEE FROM THE SELLER/LANDLORD**:

(a) Credit to Client. Client may choose to negotiate that the Broker Fee be paid, in whole or in part, by the seller/ landlord, through a seller/landlord-credit to Client, at closing or lease signing, as applicable. At Client's instruction, Broker will write this request into Client's offer to purchase or lease the Property.

AND

(b) Direct Seller/Landlord-to-Broker Compensation. Client authorizes Broker (eXp) to request that the Broker Fee be paid, in whole or in part, by the seller/landlord, to Broker (eXp), at closing or lease signing, as applicable. Any such arrangement will be memorialized in a separate compensation agreement as between the seller/landlord and Broker (eXp). Client understands that Broker (eXp) cannot communicate with the seller/landlord without first receiving the seller's/landlord's broker's permission to do so.

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Any amounts paid by the seller/landlord, toward the Broker Fee, shall reduce the amount of the Broker Fee to be paid by Client. In no event will Broker retain a Broker Fee that exceeds what is specified in Section 7.

Broker shall show all Property listings that fit Client's criteria, unless directed differently in Section 9, below.

8. **REFERRAL FEE DISCLOSURE**. ❑ If this box is checked, Broker is obligated to pay a referral fee to ______________________________ for having referred Client to Broker. The referral fee shall be either ___% of the Broker Fee or $_________, and paid from the Broker Fee earned and received by Broker. Client acknowledges Broker's obligation to pay a referral fee, as provided above.

9. **ADDITIONAL TERMS**. ________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________

10. **OTHER BUYERS**. Client acknowledges that Broker may represent multiple buyers/tenants interested in purchasing or leasing the same Property as Client.

11. **EQUAL HOUSING OPPORTUNITY**. Broker is committed to complying with federal, state, and local fair housing laws.

12. **CANCELLATION**. This Agreement may be canceled at any time if Client and Broker mutually agree in writing. If Client is under contract at the time of cancellation, Broker compensation remains due in accordance with the terms of this Agreement.

13. **ELECTRONIC SIGNATURES**. This Agreement may be signed by electronic means, and any electronic signing on this Agreement shall have the same force and effect as if signed by original signature.

14. **BINDING EFFECT**. Client's obligation to pay the Broker Fee is binding upon Client, Client's estate, and Client's heirs, beneficiaries, legatees, successors, and permitted assigns.

BY SIGNING BELOW, Client and Broker agree to the terms set forth in this Agreement.

**Client 1:**______________________________ ______________________________ __________
(Signature) (Typed/Print Name) (Date)

______________________________ ______________________________
(Telephone) (E-mail)

**Client 2:**______________________________ ______________________________ __________
(Signature) (Typed/Print Name) (Date)

______________________________ ______________________________
(Telephone) (E-mail)

**Broker**:________________ ____________________ ____________________ __________
(Firm Name) (Broker/Agent's Signature) (Broker/Agent's Typed/Printed Name) (Date)

________________ ____________________ ________________ ________________
(Broker/Agent's Telephone) (Broker/Agent's E-mail) (Broker License No.) (Agent's License No.)

(***Colorado Only***) This form has not been approved by the Colorado Real Estate Commission. This form has been prepared for eXp Realty® by Colorado-licensed attorney, James Howard Bramble.

(***Wisconsin Only***) This form has been drafted by Broker.

(***Missouri-Kansas Only***) This form is not for use in Missouri or Kansas.
(***Nebraska Only***) This form is not for use in Nebraska.

# SINGLE PROPERTY, BUYER-BROKER REPRESENTATION AGREEMENT

EQUAL HOUSING OPPORTUNITY

This agreement is designed to allow a buyer to engage a qualified, licensed professional for the purpose of viewing property, and receiving contract negotiation and advocacy services throughout the entire real estate offer and purchase process, for the property described below.

1. **PROPERTY**. The undersigned buyer ("**Buyer**") engages the undersigned brokerage firm ("**Broker**") to represent Buyer concerning the property located at:_______________________________________________________ ("**Property**").

2. **LENGTH OF AGREEMENT**. This agreement shall begin on the date last signed by Buyer and Broker, and will automatically end on ____________________ (at 11:59 p.m.), or upon the closing or termination of any then-pending transaction, whichever is later (the "**Term**").

3. **AGENCY DISCLOSURE**. The agency relationship between Buyer and Broker determines how Broker will work on Buyer's behalf. Broker's agency relationship with Buyer is disclosed and documented in a separate disclosure/form.

4. **BROKER FEE**. Buyer agrees to pay the Broker Fee, as provided below (the "**Broker Fee**"). **The Broker Fee is not set by law and is fully negotiable**. The Broker Fee shall be *due and payable* upon successful closing (whether title is taken by Buyer; *or* by any individual having familial or business relations with Buyer; *or* by any trust or entity that owns or controls Buyer, that Buyer owns or controls – whether in whole or in part-, or that is under common ownership or control with Buyer – collectively, but excluding Buyer, a "**Related Party**"). Broker will request to have the Broker Fee paid by the seller of the Property by including the Broker Fee as a part of any offer, if requested by Buyer. **The Broker Fee will never exceed the amount specified below**. If Buyer or any Related Party enters into an agreement to purchase the Property within ______ (__) days following the expiration or earlier cancellation of this agreement, then Buyer shall pay the Broker Fee to Broker upon closing. The Broker Fee shall be in U.S. currency and paid at the time, and as a condition, of closing. This agreement shall act as escrow instructions for payment of the Broker Fee to Broker. This Section 4 shall survive the expiration or earlier cancellation of this agreement. The Broker Fee is (*check only one*):

   ☐ _______% of the gross purchase price of the Property (as reflected on the final settlement statement); or

   ☐ Exactly $_________.

5. **FOR BEST EXPERIENCE**. Buyer is encouraged to work exclusively with Broker concerning the purchase of the Property; to be accompanied by Broker on the first visit to the Property; and to conduct all negotiations for the Property in good faith and exclusively through Broker.

6. **ADDITIONAL TERMS**. ____________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

7. **OTHER BUYERS**. Buyer acknowledges that Broker may represent multiple buyers interested in the Property listed above.

8. **BINDING EFFECT**. Buyer's obligation to pay the Broker Fee is binding upon Buyer, Buyer's estate, and Buyer's heirs, beneficiaries, legatees, successors, and permitted assigns.

9. **REFERRAL FEE DISCLOSURE**. ☐ If this box is checked, Broker is obligated to pay a referral fee to ____________ ______________________ for having referred Buyer to Broker. The referral fee shall be either ___% of the Broker Fee or $________, and paid from the Broker Fee earned and received by Broker. Buyer acknowledges Broker's obligation to pay a referral fee, as provided above.

BY SIGNING BELOW, Buyer and Broker agree to the terms set forth in this agreement.

**Buyer 1:** ______________________ ______________________ __________
(Signature) (Typed/Print Name) (Date)

______________________ ______________________
(Telephone) (E-mail)

**Buyer 2:** ______________________ ______________________ __________
(Signature) (Typed/Print Name) (Date)

______________________ ______________________
(Telephone) (E-mail)

**Broker:** ______________ ______________ ______________ __________
(Firm Name) (Broker/Agent's Signature) (Broker/Agent's Typed/Printed Name) (Date)

______________ ______________ ______________ ______________
(Broker/Agent's Telephone) (Broker/Agent's E-mail) (Broker License No.) (Agent's License No.)

SAMPLE

**(*Colorado Only*)** This form has not been approved by the Colorado Real Estate Commission. This form has been prepared for eXp Realty® by Colorado-licensed attorney, James Howard Bramble.

**(*Wisconsin Only*)** This form has been drafted by Broker.

(***Missouri-Kansas Only***) This form is not for use in Missouri or Kansas.

**(*California Only*)** This form is not for use in California.

# BUYER ATTACHMENT

Document updated:
**February 2026**

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

*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:

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

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

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

☐ **5. Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2f).**

It is your responsibility to make sure that you and your lender follow the timeline requirements in Section 2, and that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date. Otherwise, the Seller may cancel the contract and you may be liable for damages.

☐ **6. Read the title commitment within five (5) days of receipt (see Section 3c).**

☐ **7. Read the CC&R's and all other governing documents within five (5) days of receipt (see Section 3c), especially if the home is in a homeowner's association.**

☐ **8. Conduct a thorough pre-closing walkthrough (see Section 6l). If the property is unacceptable, speak up. After the closing may be too late.**

You can obtain information through the Buyer's Advisory at www.aaronline.com/manage-risk/buyer-advisory-3/.

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

**WARNING: *WIRE TRANSFER FRAUD***

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

☑ ***Buyer's Check List***

# RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated: **February 2026**

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

*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.*

REALTOR® EQUAL HOUSING OPPORTUNITY



## 1. PROPERTY

1a. **BUYER:** ______________________________
BUYER'S NAME(S)

**SELLER:** ______________________________ or ☐ as identified in section 9c.
SELLER'S NAME(S)

Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon or incidental thereto, plus the personal property described herein (collectively the "Premises").

1b. Premises Address: ______________________________ Assessor's #: ______________

City: ______________________ County: ______________________ AZ, Zip Code: ______________

Legal Description: ______________________________

______________________________

______________________________

1c. $ ______________ Full Purchase Price, paid as outlined below

$ ______________ Earnest Money ______________________________

$ ______________ ______________________________

$ ______________ ______________________________

______________________________

______________________________

______________________________

Earnest Money is in the form of: ☐ Personal Check ☐ Wire Transfer ☐ Other ______________

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

**IF THIS IS AN ALL CASH SALE:** A Letter of Credit or a source of funds from a financial institution documenting the availability of funds to close escrow ***is*** attached hereto.

1d. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing documents, and perform all other acts necessary in sufficient time to allow COE to occur on

______________ MONTH ________ DAY, 20______ YEAR ("COE Date"). If Escrow Company or recorder's office is closed on the COE Date, COE shall occur on the next day that both are open for business.

Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on the COE Date.

Buyer acknowledges that failure to pay the required closing funds by the scheduled COE, if not cured after a cure notice is delivered pursuant to Section 7a, shall be construed as a material breach of this Contract and the Earnest Money shall be subject to forfeiture.

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

1e. **Possession:** Seller shall deliver possession, occupancy, existing keys and/or means to operate all locks, mailbox, security system/alarms, and all common area facilities to Buyer at COE or ☐ ______________________________. Broker(s) recommend that the parties seek independent counsel from insurance, legal, tax, and accounting professionals regarding the risks of pre-possession or post-possession of the Premises.

1f. **Addenda Incorporated:** ☐ Additional Clause ☐ Buyer Contingency ☐ Domestic Water Well ☐ H.O.A. ☐ Lead-Based Paint Disclosure ☐ Loan Assumption ☐ On-site Wastewater Treatment Facility ☐ Seller Compensation ☐ Seller Financing ☐ Short Sale ☐ Solar Addendum ☐ Other: ______________________________

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**1g.** **Fixtures and Personal Property:** For purposes of this Contract, fixtures shall mean property attached/affixed to the Premises. Seller agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and property (i.e., remote controls) shall convey in this sale. Including the following:

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

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

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

**Additional existing personal property included in this sale** (if checked):

☐ refrigerator (description): ______________________________

☐ washer (description): ______________________________

☐ dryer (description): ______________________________

☐ above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): ______________________________

______________________________

☐ other personal property not otherwise addressed (description): ______________________________

☐ other personal property not otherwise addressed (description): ______________________________

**Additional existing personal property included shall not be considered part of the Premises and shall be transferred with no monetary value, and free and clear of all liens or encumbrances.**

Leased items shall **NOT** be included in this sale. Seller shall deliver notice of all leased items within three (3) days after Contract acceptance. Buyer shall provide notice of any leased items disapproved within the Inspection Period or five (5) days after receipt of the notice, whichever is later.

**IF THIS IS AN ALL CASH SALE:** Section 2 does not apply - go to Section 3.

## 2. FINANCING

**2a.** **Pre-Qualification:** An AAR Pre-Qualification Form ***is*** attached hereto and incorporated herein by reference.

**2b.** **Loan Contingency:** Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval without Prior to Document ("PTD") conditions no later than three (3) days prior to the COE Date for the loan described in the AAR Loan Status Update ("LSU") form or the AAR Pre-Qualification Form, whichever is delivered later. **No later than three (3) days prior to the COE Date, Buyer shall either: (i) sign all loan documents; or (ii) deliver to Seller or Escrow Company notice of loan approval without PTD conditions AND date(s) of receipt of Closing Disclosure(s) from Lender; or (iii) deliver to Seller or Escrow Company notice of inability to obtain loan approval without PTD conditions.**

**2c.** **Unfulfilled Loan Contingency:** This Contract shall be cancelled and Buyer shall be entitled to a return of the Earnest Money if after diligent and good faith effort, Buyer is unable to obtain loan approval without PTD conditions and delivers notice of inability to obtain loan approval no later than three (3) days prior to the COE Date. If Buyer fails to deliver such notice, Seller may issue a cure notice to Buyer as required by Section 7a and, in the event of Buyer's breach, Seller shall be entitled to the Earnest Money pursuant to Section 7b. If, prior to expiration of any Cure Period, Buyer delivers notice of inability to obtain loan approval, Buyer shall be entitled to a return of the Earnest Money. Buyer acknowledges that prepaid items paid separately from the Earnest Money are not refundable.

**2d.** **Interest Rate / Necessary Funds:** Buyer agrees that (i) the inability to obtain loan approval due to the failure to lock the interest rate and "points" by separate written agreement with the lender; or (ii) the failure to have the down payment or other funds due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not an unfulfilled loan contingency.

**2e.** **Loan Status Update:** Buyer shall deliver to Seller the LSU, with at a minimum lines 1-40 completed, describing the current status of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to provide an updated LSU to Broker(s) and Seller upon request.

**2f.** **Loan Application:** Unless previously completed, within three (3) days after Contract acceptance Buyer shall (i) provide lender with Buyer's name, income, social security number, Premises address, estimate of value of the Premises, and mortgage loan amount sought; and (ii) grant lender permission to access Buyer's Trimerged Residential Credit Report.

**2g.** **Loan Processing During Escrow:** Within ten (10) days after receipt of the **Loan Estimate** Buyer shall (i) provide lender with notice of intent to proceed with the loan transaction in a manner satisfactory to lender; and (ii) provide to lender all requested signed disclosures and the documentation listed in the LSU at lines 32-35. Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all additional documentation requested.

**2h.** **Type of Financing:** ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☐ Assumption ☐ Seller Carryback ☐ ____________________
(If financing is to be other than new financing, see attached addendum.)

**2i.** **Loan Costs:** All costs of obtaining the loan shall be paid by Buyer, unless otherwise provided for herein.

**2j.** **Seller Concessions (if any):** In addition to the other costs Seller has agreed to pay herein, Seller will credit Buyer ________% of the Purchase Price **OR** $ _____________ (Seller Concessions). The Seller Concessions may be used for any Buyer fee, cost, charge, broker compensation, or expenditure to the extent allowed by Buyer's lender.

**2k.** **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the Pre-Qualification Form attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make any such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan approval without PTD conditions, increase Seller's closing costs, or delay COE.

**2l.** **Appraisal Contingency:** Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises acceptable to lender for at least the purchase price. If the Premises fail to appraise for the purchase price in any appraisal required by lender, Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a return of the Earnest Money or the appraisal contingency shall be waived, unless otherwise prohibited by federal law.

**2m.** **Appraisal Cost(s):** Initial appraisal fee shall be paid by ☐ Buyer ☐ Seller ☐ Other ______________________________ at the time payment is required by lender and is non-refundable. If Seller is paying the initial appraisal fee, the fee ☐ will ☐ will not be applied against Seller's Concessions at COE, if applicable. If Buyer's lender requires an updated appraisal prior to COE, it will be performed at Buyer's expense. Any appraiser/lender required inspection cost(s) shall be paid for by Buyer.

## 3. TITLE AND ESCROW

**3a.** **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:

______________________________________________________________
ESCROW/TITLE COMPANY

______________________________ ______________________ __________ __________
ADDRESS CITY STATE ZIP

______________________________ ______________________ ______________________
EMAIL PHONE FAX

**3b.** **Title and Vesting:** Buyer will take title as determined before COE. If Buyer is married and intends to take title as his/her sole and separate property, a disclaimer deed may be required. Taking title may have significant legal, estate planning and tax consequences. Buyer should obtain independent legal and tax advice.

**3c.** **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements. Buyer shall have five (5) days after receipt of the Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to Seller of any items disapproved. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements and all other matters of record. Buyer shall be provided at Seller's expense an American Land Title Association ("ALTA") Homeowner's Title Insurance Policy or, if not available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire extended coverage at Buyer's own additional expense. If applicable, Buyer shall pay the cost of obtaining the ALTA Lender Title Insurance Policy.

**3d.** **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of Buyer to any homeowner's association(s) in which the Premises are located. (ii) If 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 Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by 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.** **Tax Prorations:** Real property taxes payable by Seller shall be prorated to COE based upon the latest tax information available.

**3f.** **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 the 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 the Earnest Money.

**3g.** **Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of 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.** **Assessment Liens:** The amount of any assessment lien or bond including those charged by a special taxing district, such as a Community Facilities District, shall be prorated as of COE.

## 4. DISCLOSURE

**4a.** **Seller's Property Disclosure Statement ("SPDS"):** Seller shall deliver a completed AAR Residential SPDS form to Buyer within three (3) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Inspection Period or five (5) days after receipt of the SPDS, whichever is later.

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

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

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

☐ LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk assessments or inspections during Inspection Period.

☐ Seller shall provide LBP Information within five (5) days after Contract acceptance. Buyer may within ten (10) days or ________ days after receipt of the LBP Information conduct or obtain a risk assessment or inspection of the Premises for the presence of LBP or LBP hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the LBP Information or five (5) days after expiration of the Assessment Period cancel this Contract.

Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that disturb lead-based paint in residential properties built before 1978 and to follow specific work practices to prevent lead contamination.

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

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

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

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

## 5. WARRANTIES

**5a.** **Condition of Premises: BUYER AND SELLER AGREE THE PREMISES ARE BEING SOLD IN ITS PRESENT PHYSICAL CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE.** Seller makes no warranty to Buyer, either express or implied, as to the condition, zoning, or fitness for any particular use or purpose of the Premises. However, Seller shall maintain and repair the Premises so that at the earlier of possession or COE: (i) the Premises, including all personal property included in the sale, will be in substantially the same condition as on the date of Contract acceptance; and (ii) all personal property not included in the sale and debris will be removed from the Premises. Buyer is advised to conduct independent inspections and investigations regarding the Premises within the Inspection Period as specified in Section 6a. Buyer and Seller acknowledge and understand they may, but are not obligated to, engage in negotiations or address repairs/improvements to the Premises. Any/all agreed upon repairs/ improvements will be addressed pursuant to Section 6j.

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

**5c.** **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Premises or COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Premises. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except disclosed as follows:**

__________________________________________________________

__________________________________________________________

## 6. DUE DILIGENCE

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

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

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

**6d.** **Flood Hazard: FLOOD HAZARD DESIGNATIONS OR THE COST OF FLOOD HAZARD INSURANCE SHALL BE DETERMINED BY BUYER DURING THE INSPECTION PERIOD.** If the Premises are situated in an area identified as having any special flood hazards by any governmental entity, **THE LENDER MAY REQUIRE THE PURCHASE OF FLOOD HAZARD INSURANCE.** Special flood hazards may also affect the ability to encumber or improve the Premises.

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

**6f. Sewer or On-site Wastewater Treatment System:** The Premises are connected to a:

☐ sewer system ☐ conventional septic system ☐ alternative system

**IF A SEWER CONNECTION IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.** If the Premises are served by a conventional septic or alternative system, the AAR On-site Wastewater Treatment Facility Addendum is incorporated herein by reference.

**(BUYER'S INITIALS REQUIRED)** ______ BUYER ______ BUYER

**6g. Swimming Pool Barrier Regulations:** During the Inspection Period, Buyer agrees to investigate all applicable state, county, and municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to occupying the Premises, unless otherwise agreed in writing. If the Premises contains a Swimming Pool, Buyer acknowledges receipt of the Arizona Department of Health Services approved private pool safety notice.

**(BUYER'S INITIALS REQUIRED)** ______ BUYER ______ BUYER

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

**(BUYER'S INITIALS REQUIRED)** ______ BUYER ______ BUYER

**6i. Inspection Period Notice:** Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items disapproved. AAR's Buyer's Inspection Notice and Seller's Response form is available for this purpose. Buyer shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items disapproved shall be provided in a single notice.

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

(1) Immediately cancel this Contract, in which case:

(a) If Buyer's notice specifies disapproval of items as allowed herein, the Earnest Money shall be released to Buyer.

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

**OR**

(2) Provide Seller an opportunity to correct or address the items disapproved, in which case:

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

(b) **If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days or ________ days prior to the COE Date.**

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

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

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

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

☐ A Home Warranty Plan will be ordered by ☐ Buyer or ☐ Seller with the following optional coverage
______________________________________________, to be issued by ________________________________________ at a cost
not to exceed $ ____________________, to be paid for by ☐ Buyer ☐ Seller ☐ Split evenly between Buyer and Seller
☐ Buyer declines the purchase of a Home Warranty Plan.

**(BUYER'S INITIALS REQUIRED)** ___________ BUYER ___________ BUYER

**6l.** **Walkthrough(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Premises for the purpose of satisfying Buyer that any corrections or repairs agreed to by Seller have been completed, and the Premises are in substantially the same condition as of the date of Contract acceptance. If Buyer does not conduct such walkthrough(s), Buyer releases Seller and Broker(s) from liability for any defects that could have been discovered.

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

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

## 7. REMEDIES

**7a.** **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 of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a breach of Contract. If Escrow Company or recorder's office is closed on the last day of the Cure Period, and COE must occur to cure a potential breach, COE shall occur on the next day that both are open for business.

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

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

**7d.** **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the Small Claims Division of an Arizona Justice Court (up to $5,000) so long as the matter is not thereafter transferred or removed from the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or 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 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 pendens"), or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

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



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## 8. ADDITIONAL TERMS AND CONDITIONS

**8a.**



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**8b.** **Risk of Loss:** If there is any loss or damage to the Premises between the date of Contract acceptance and COE or possession, whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or Buyer may elect to cancel the Contract.

**8c.** **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.

**8d.** **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

**8e.** **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations described herein.

**8f.** **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by separate written agreement(s), which may be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. If any Broker is compensated by both Seller and Buyer, the parties hereby consent to Broker receiving compensation from more than one (1) party to the transaction. BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND CLIENT.

**(SELLER'S INITIALS REQUIRED)** __________ SELLER __________ SELLER **(BUYER'S INITIALS REQUIRED)** __________ BUYER __________ BUYER

**8g.** **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein, except that the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

**8h.** **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and end at 11:59 p.m.

**8i.** **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that must be performed three (3) days prior to the COE Date must be performed three (3) full days prior (i.e. – if the COE Date is Friday the act must be performed by 11:59 p.m. on Monday).

**8j.** **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.

**8k.** **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.

**8l.** **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering notice stating the reason for cancellation to the other party or to Escrow Company. Cancellation shall become effective immediately upon delivery of the cancellation notice.

**8m.** **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing and deemed delivered and received when: (i) delivered in person; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in Section 8q, to Seller as indicated in Section 9a and to Escrow Company indicated in Section 3a.

**8n.** **Release of Broker(s): Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, governmental regulations, insurance, price and terms of sale, return on investment or any other matter relating to the value or condition of the Premises. The parties understand and agree that Broker(s) do not provide advice on property as an investment and are not qualified to provide financial, legal, or tax advice regarding this real estate transaction.**

**(SELLER'S INITIALS REQUIRED)** __________ SELLER __________ SELLER **(BUYER'S INITIALS REQUIRED)** __________ BUYER __________ BUYER

**8o.** **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered in person, by mail, facsimile or electronic mail, and received by Broker named in Section 8q by ______________________________, ____________ at ___________ a.m./p.m., Mountain Standard Time. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this date and time, this offer shall be deemed withdrawn and Buyer's Earnest Money shall be returned.

**8p.** THIS CONTRACT CONTAINS TEN (10) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT YOU HAVE RECEIVED AND READ ALL TEN (10) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

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**8q.** **Broker represents Buyer and will receive compensation from the transaction:**

PRINT AGENT'S NAME | AGENT MLS CODE | AGENT STATE LICENSE NO.

PRINT AGENT'S NAME | AGENT MLS CODE | AGENT STATE LICENSE NO.

PRINT FIRM NAME | FIRM MLS CODE

FIRM ADDRESS | STATE | ZIP CODE | FIRM STATE LICENSE NO.

PREFERRED TELEPHONE | FAX | EMAIL

**8r.** **Agency Confirmation:** Broker named in Section 8q above is the agent of (check one):
☐ Buyer; ☐ Seller; or ☐ both Buyer and Seller

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

^ BUYER'S SIGNATURE MO/DA/YR | ^ BUYER'S SIGNATURE MO/DA/YR

^ BUYER'S NAME PRINTED | ^ BUYER'S NAME PRINTED

ADDRESS | ADDRESS

CITY, STATE, ZIP CODE | CITY, STATE, ZIP CODE

## 9. SELLER ACCEPTANCE

**9a.** **Broker represents Seller and will receive compensation from the transaction:**

PRINT AGENT'S NAME | AGENT MLS CODE | AGENT STATE LICENSE NO.

PRINT AGENT'S NAME | AGENT MLS CODE | AGENT STATE LICENSE NO.

PRINT FIRM NAME | FIRM MLS CODE

FIRM ADDRESS | STATE | ZIP CODE | FIRM STATE LICENSE NO.

PREFERRED TELEPHONE | FAX | EMAIL

**9b.** **Agency Confirmation:** Broker named in Section 9a above is the agent of (check one):
☐ Seller; or ☐ both Buyer and Seller

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

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

^ SELLER'S SIGNATURE MO/DA/YR | ^ SELLER'S SIGNATURE MO/DA/YR

^ SELLER'S NAME PRINTED | ^ SELLER'S NAME PRINTED

ADDRESS | ADDRESS

CITY, STATE, ZIP CODE | CITY, STATE, ZIP CODE

☐ **OFFER REJECTED BY SELLER:** ____________ MONTH ________ DAY , 20____ YEAR ____________ (SELLER'S INITIALS)

**For Broker Use Only:**
Brokerage File/Log No.____________ Manager's Initials________ Broker's Initials________ Date ____________ MO/DA/YR

# SELLER COMPENSATION ADDENDUM

Document Updated:
**February 2025**

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.



REALTOR® EQUAL HOUSING OPPORTUNITY

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

Date: ______________________________________________

Buyer/Tenant: ______________________________________________(“Buyer”)

Seller/Landlord: ______________________________________________(“Seller”)

Premises: ______________________________________________

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

Seller shall pay Broker representing Buyer compensation, which may be credited to Buyer in whole or in part, as follows:

**(CHECK ANY THAT APPLY AND FILL IN THE COMPENSATION)**

❑ Sale: ________% of the Full Purchase Price or $____________ at Close of Escrow.

❑ Lease: ________% of the gross rental amount as calculated for the entire term of the initial lease or $____________ at execution of Lease Agreement.

The amount paid pursuant to line 10 herein is **in addition** to any Seller Concessions credited to Buyer in the Contract, if applicable.

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

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

Additional Terms and Conditions:

______________________________________________

______________________________________________

______________________________________________

______________________________________________

______________________________________________

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

______________________________ MO/DA/YR ❑ Seller ❑ Buyer ❑ Landlord ❑ Tenant

______________________________ MO/DA/YR ❑ Seller ❑ Buyer ❑ Landlord ❑ Tenant

______________________________ MO/DA/YR ❑ Seller ❑ Buyer ❑ Landlord ❑ Tenant

______________________________ MO/DA/YR ❑ Seller ❑ Buyer ❑ Landlord ❑ Tenant



**For Broker Use Only:**
Brokerage File/Log No.____________ Manager’s Initials________ Broker’s Initials________ Date____________ MO/DA/YR

# H.O.A. CONDOMINIUM / PLANNED COMMUNITY ADDENDUM

Document updated: **October 2021**

ARIZONA association of REALTORS®
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*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.*

REALTOR® EQUAL HOUSING OPPORTUNITY



## SELLER'S NOTICE OF H.O.A. INFORMATION

Seller: ______________________________

Premises Address: ______________________________

Date: ______________________________

**INSTRUCTIONS:** (1) Homeowner's association ("H.O.A.") information on page 1 to be completed by Seller at the time of listing the Premises for sale. (2) Upon completion, this Addendum shall be uploaded to the multiple listing service, if available, or delivered to prospective buyers upon request prior to prospective buyer's submission of a Residential Resale Real Estate Purchase Contract to Seller.

### ASSOCIATION(S) GOVERNING THE PREMISES

**H.O.A.:** ______________________ Contact Info: ______________________
Management Company (if any): ______________________ Contact Info: ______________________
Amount of Dues: $ __________ How often? __________
Amount of special assessments (if any): $ __________ How often? __________ Start Date: __________ (MO/DA/YR) End Date: __________ (MO/DA/YR)

**Master Association** (if any): ______________________ Contact Info: ______________________
Management Company (if any): ______________________ Contact Info: ______________________
Amount of Dues: $ __________ How often? __________
Amount of special assessments (if any): $ __________ How often? __________ Start Date: __________ (MO/DA/YR) End Date: __________ (MO/DA/YR)

**Other:** ______________________ Contact Info: ______________________
Amount of Dues: $ __________ How often? __________

### FEES PAYABLE UPON CLOSE OF ESCROW

**Transfer Fees:** Association(s) fees related to the transfer of title: H.O.A.: $ __________ Master Association: $ __________.

**Capital Improvement Fees,** including but not limited to those fees labeled as community reserve, asset preservation, capital reserve, working capital, community enhancement, future improvement fees, or payments: H.O.A.: $ __________ Master Association: $ __________.

**Prepaid Association(s) Fees:** Dues, assessments, and any other association(s) fees paid in advance of their due date: H.O.A.: $ __________ Master Association: $ __________.

**Disclosure Fees:** Association(s)/Management Company(ies) costs incurred in the preparation of a statement or other documents furnished by the association(s) pursuant to the resale of the Premises for purposes of resale disclosure, lien estoppels and any other services related to the transfer or use of the property. Pursuant to Arizona law, Disclosure Fees cannot be more than an aggregate of $400.00 per association. As part of the Disclosure Fees, each association may charge a statement or other documents update fee of no more than $50.00 if thirty (30) days or more have passed since the date of the original disclosure statement or the date the documents were delivered. Additionally, each association may charge a rush fee of no more than $100.00 if rush services are required to be performed within seventy-two (72) hours after the request. H.O.A.: $ __________ Master Association: $ __________.

**Other Fees:** $ __________ Explain: ______________________________.

**SELLER CERTIFICATION:** By signing below, Seller certifies that the information contained above is true and complete to the best of Seller's actual knowledge as of the date signed. Broker(s) did not verify any of the information contained herein.

______________________________________________________________

^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

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## ADDITIONAL OBLIGATIONS

**If the homeowner's association has less than 50 units**, no later than ten (10) days after Contract acceptance, the Seller shall provide in writing to Buyer the information described below as required by Arizona law.

**If the homeowners association has 50 or more units**, Seller shall furnish notice of pending sale that contains the name and address of the Buyer to the homeowner's association within five (5) days after Contract acceptance and pursuant to Section 3d of the Contract. Escrow Company is instructed to provide such notice on Seller's behalf. The association is obligated by Arizona law to provide information described below to Buyer within ten (10) days after receipt of Seller's notice.

**BUYER IS ALLOWED FIVE (5) DAYS AFTER RECEIPT OF THE INFORMATION FROM THE SELLER(S) OR HOMEOWNER'S ASSOCIATION TO PROVIDE WRITTEN NOTICE TO SELLER OF ANY ITEMS DISAPPROVED.**

### INFORMATION REQUIRED BY LAW TO BE PROVIDED TO BUYER:

1. A copy of the bylaws and the rules of the association.
2. A copy of the declaration of Covenants, Conditions and Restrictions ("CC&Rs").
3. A dated statement containing:
   (a) The telephone number and address of a principal contact for the association, which may be an association manager, an association management company, an officer of the association or any other person designated by the board of directors.
   (b) The amount of the common expense assessment and the unpaid common expense assessment, special assessment or other assessment, fee or charge currently due and payable from the Seller.
   (c) A statement as to whether a portion of the unit is covered by insurance maintained by the association.
   (d) The total amount of money held by the association as reserves.
   (e) If the statement is being furnished by the association, a statement as to whether the records of the association reflect any alterations or improvements to the unit that violate the declaration. The association is not obligated to provide information regarding alterations or improvements that occurred more than six years before the proposed sale. Seller remains obligated to disclose alterations or improvements to the Premises that violate the declaration. The association may take action against the Buyer for violations apparent at the time of purchase that are not reflected in the association's records.
   (f) If the statement is being furnished by the Seller, a statement as to whether the Seller has any knowledge of any alterations or improvements to the unit that violate the declaration.
   (g) A statement of case names and case numbers for pending litigation with respect to the Premises or the association, including the amount of any money claimed.
4. A copy of the current operating budget of the association.
5. 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.
6. A copy of the most recent reserve study of the association, if any.
7. Any other information required by law.
8. A statement for Buyer acknowledgment and signature are required by Arizona law.



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# BUYER'S ACKNOWLEDGMENT AND TERMS

Buyer: ______________________________________________

Seller: ______________________________________________

Premises Address: ______________________________________________

**NOTE: LINES 71-76 TO *ONLY* BE COMPLETED BY BUYER, AND *NOT* SELLER!**

**The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises.**

**Transfer Fees** shall be paid by: ☐ Buyer ☐ Seller ☐ Other ______________________

**Capital Improvement Fees** shall be paid by: ☐ Buyer ☐ Seller ☐ Other ______________________

Any additional fees not disclosed on page 1 and payable upon close of escrow shall be paid by: ☐ Buyer ☐ Seller ☐ Other ________

______________________________________________

Buyer shall pay all **Prepaid Association Fees**.

Seller shall pay all **Disclosure Fees** as required by Arizona law.

In a financed purchase, Buyer shall be responsible for all lender fees charged to obtain Association(s)/Management Company(ies) documents.

**BUYER VERIFICATION:** Buyer may contact the Association(s)/Management Company(ies) for verbal verification of association **FEES PAYABLE UPON CLOSE OF ESCROW**.

**ASSESSMENTS:** Any current homeowner's association assessment which is a lien as of Close of Escrow shall be paid in full by Seller. Any assessment that becomes a lien after Close of Escrow is Buyer's responsibility.

## ADDITIONAL TERMS AND CONDITIONS

______________________________________________

______________________________________________

______________________________________________

______________________________________________

**BUYER ACKNOWLEDGEMENT:** By signing below, Buyer acknowledges receipt of all three (3) pages of this addendum and acknowledges that, although Seller has used best efforts to identify the amount of the fees stated herein, the precise amount of the fees may not be known until written disclosure documents are furnished by the Association(s)/Management Company(ies) per Arizona law (A.R.S. § 33-1260 and §33-1806). Buyer further acknowledges that Broker(s) did not verify any of the information contained herein. Buyer therefore agrees to hold Seller and Broker(s) harmless should the **FEES PAYABLE UPON CLOSE OF ESCROW** prove incorrect or incomplete.

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

______________________________________________

^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

**SELLER'S ACCEPTANCE:**

______________________________________________

^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

**For Broker Use Only:**

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



 

# SOLAR ADDENDUM

Document updated:
**November 2025**

ARIZONA *association of* REALTORS®
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*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.*

REALTOR® EQUAL HOUSING OPPORTUNITY



Seller: ______________________________________________

Buyer: ______________________________________________

Premises Address: ______________________________________________

Date: ______________________________________________

A solar photovoltaic ("PV") panel system ("Solar System") has been installed on the Premises. The Solar System shall convey with the Premises pursuant to the terms set forth below and the following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises if marked by an "X" and initialed by Seller and Buyer. The terms and conditions of the Contract are included herein by reference.

**The process of transferring the Solar System to Buyer will likely take significant time, even if the Solar System is owned outright. Seller should initiate the transfer process immediately upon contract acceptance. Similarly, Buyer should promptly apply for, provide documents, and otherwise facilitate the transfer without delay. Both parties are advised to set a realistic Close of Escrow date that provides sufficient time to facilitate the transfer.**

## INSTRUCTIONS:

Mark the appropriate box on line 19 and complete only Sections 1 and 3 if the Solar System installed on the Premises is owned outright by Seller or will be paid in full at, and as a condition of, Close of Escrow or utility owned and is not subject to a lease or unpaid loan.

**OR**

Mark the box on line 28 and complete only Sections 2 and 3 if the Solar System installed on the Premises is subject to a lease or unpaid loan and Buyer's purchase of the Premises is contingent on Buyer's assumption of the Solar System lease/loan.

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## 1. ☐ Seller Owned or ☐ Utility Owned Solar System

**Seller Disclosure:** Within three (3) days after Contract acceptance, Seller shall deliver to Buyer all documents in Seller's possession pertaining to the Solar System installed on the Premises. The Solar System documents in Seller's possession are collectively hereinafter referred to as the "Solar System Documents."

**Buyer Disapproval:** Buyer shall provide notice of any Solar System related items disapproved within the Inspection Period or five (5) days after receipt from Seller of the Solar System Documents, whichever is later. Buyer's failure to deliver a signed notice of cancellation within the specified time period shall conclusively be deemed Buyer's election to proceed with the transaction, subject to the contingencies set forth in the Contract.

**If lines 19 - 26 apply: BUYER'S AND SELLER'S INITIALS REQUIRED** ________ / ________ / ________ / ________
BUYER BUYER SELLER SELLER

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## 2. ☐ Solar System Lease/Loan

**Lessor/Lien Holder:** The term "Lessor," as used herein, shall refer to the company that leases the Solar System to Seller, or the servicer on the unpaid loan used by Seller to purchase the Solar System.

**Seller Disclosure:** Within three (3) days after Contract acceptance, Seller shall: (i) deliver to Buyer the most recent version of the Solar System lease/loan; (ii) deliver to Buyer all other Solar System documents in Seller's possession; (iii) provide to Buyer the name and phone number of Lessor; (iv) notify Lessor of the sale, the name of Buyer, and the name of the Escrow Company as set forth in

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Section 3a of the Contract; and (v) disclose whether or not Seller is current on their lease/loan. The Solar System lease/loan and other documents in Seller's possession are collectively hereinafter referred to as the "Solar System Documents."

**Buyer Disapproval:** Buyer shall provide notice of any Solar System related items disapproved within the Inspection Period or five (5) days after receipt from Seller of the Solar System Documents, whichever is later. Buyer's failure to deliver a signed notice of cancellation within the specified time period shall conclusively be deemed Buyer's election to proceed with the transaction, subject to the other contingencies set forth herein and in the Contract. Buyer shall immediately apply for lease/loan assumption in the manner required by Lessor, and Seller and Buyer agree to cooperate fully with Lessor and supply the necessary documentation to complete the assumption.

**Lease/Loan Assumption Contingency:** Buyer's obligation to complete this sale is contingent upon Buyer obtaining from Lessor approval to assume the Solar System lease/loan under the Seller's existing terms and conditions no later than three (3) days prior to the Close of Escrow date ("Assumption Approval"). Buyer is advised to carefully review the Assumption Approval documents to verify the terms and conditions have remained the same.

**Unfulfilled Lease/Loan Assumption Contingency:** This Contract shall be cancelled, and Buyer shall be entitled to a return of the Earnest Money if, after diligent and good faith effort, Buyer is: (i) unable to obtain Assumption Approval from Lessor; and (ii) delivers to Seller a signed notice of inability to obtain Assumption Approval no later than three (3) days prior to the Close of Escrow date. If Buyer is unable to obtain Assumption Approval within the specified time period, but fails to deliver such notice, Seller may issue a cure notice to Buyer as required by Section 7a of the Contract and, in the event of Buyer's breach, Seller shall be entitled to the Earnest Money pursuant to Section 7b of the Contract. If, prior to expiration of the Cure Period, Buyer delivers notice of inability to obtain Assumption Approval, Buyer shall be entitled to a return of the Earnest Money.

**Credit Score Fee:** In the event Buyer does not meet the required credit score mandated by Lessor to assume the Solar System lease/loan and a credit score fee is imposed by Lessor in exchange for issuing Assumption Approval, Buyer shall have the right to provide notice of cancellation within the Inspection Period or five (5) days after receipt of notice from Lessor of the credit score fee, whichever is later. Buyer's failure to deliver a signed notice of cancellation within the specified time period shall conclusively be deemed Buyer's election to proceed with the transaction subject to the other contingencies set forth herein and in the Contract. Should Buyer elect to proceed with the transaction and pay the credit score fee to Lessor in exchange for Assumption Approval, the fee shall be paid by Buyer at the time payment is required and shall be non-refundable.

**Solar Tax Credit Loan Balance Reduction:** Seller shall be responsible for paying any required reduction in loan balance as it relates to eligible solar tax credits that may be necessary for Buyer to assume the Solar System loan.

**If lines 28 - 61 apply: BUYER'S AND SELLER'S INITIALS REQUIRED** ___________ / ___________ / ___________ / ___________

BUYER BUYER SELLER SELLER



## 3. Additional Terms and Conditions

**THE FOLLOWING TERMS APPLY TO EITHER SECTION AGREED TO ABOVE:**

**Transfer Fees:** Any mandatory fees or warranty transfer fees charged by Lessor, utility, or other third party associated with Buyer's assumption of the Solar System lease/loan and/or the transfer of the Solar System to Buyer, including, but not limited to, document processing fees, shall be paid by: ☐ Buyer ☐ Seller ☐ Other ______________________________ at the time payment is required and is non-refundable.

**BUYER: Any change in the current rate plan made by Buyer may result in increased rates or a plan that is less favorable to Buyer, including, but not limited to, the loss of net metering billing status. If electric utilities are not on at the time of Contract Acceptance or anytime thereafter, Buyer should investigate whether the current Solar System rate plan will change as a result. Buyer should ensure that electric utilities are transferred into their name on the day of Close of Escrow. Failure to do so may result in increased rates or a plan that is less favorable to Buyer, including, but not limited to, the loss of net metering billing status.**

**BUYER'S INITIALS REQUIRED** ___________ / ___________

BUYER BUYER

**SELLER: If electric utilities are on at the time of Contract Acceptance, Seller shall ensure they remain on through Close of Escrow. Should Seller turn off electric utilities or change the existing rate plan at any time between the date of Contract Acceptance and Close of Escrow and doing so results in increased rates or a plan that is less favorable to Buyer, including, but not limited to, the loss of net metering billing status, it shall be deemed a change in the Premises under Section 4f of the Contract.**

**SELLER'S INITIALS REQUIRED** ___________ / ___________

SELLER SELLER

>>

 

**Buyer Due Diligence:** Buyer is advised that if the cost, insurability, operation, or value of the Solar System is a material matter to Buyer, it must be investigated within the allotted timeframe set forth in this Addendum. This may include, but is not limited to:

- Age
- Battery Storage
- End of lease/loan terms *(if applicable)*
- Grandfathered utility plan assumption
- Grid tie-in
- Homeowner's insurance coverage
- Maintenance
- Output and production guarantees
- Payment increases
- Roof integrity
- Taxes
- Utility and lessor fees *(if applicable)*
- Utility bills *(note - past performance is not a guarantee of future results)*
- Warranties *(i.e. - panels, inverter, battery, installation, and other equipment)*

**Acknowledgment:** Seller and Buyer recognize, acknowledge, and agree that Brokers are not qualified to advise on Solar Systems, including, but not limited to, cost, insurability, operation, value, or transferability. Seller and Buyer are instructed to consult with independent legal counsel and other qualified licensed professionals to assist in their due diligence efforts. **Because conducting due diligence with respect to the Solar System is beyond the scope of Broker's expertise, Seller and Buyer expressly release and hold harmless Broker(s) from liability for any defects, conditions or transferability problems pertaining to the Solar System.**

**BUYER'S INITIALS REQUIRED** ______ / ______ (BUYER / BUYER) **SELLER'S INITIALS REQUIRED** ______ / ______ (SELLER / SELLER)

**Additional Terms:** ____________________________________________

____________________________________________

____________________________________________

____________________________________________

____________________________________________

**The undersigned agrees to the modified or additional terms and conditions set forth above and acknowledges receipt of a copy hereof.**

| | | | |
|---|---|---|---|
| ^ BUYER'S SIGNATURE | MO/DA/YR | ^ BUYER'S SIGNATURE | MO/DA/YR |
| ^ SELLER'S SIGNATURE | MO/DA/YR | ^ SELLER'S SIGNATURE | MO/DA/YR |



**For Broker Use Only:**
Brokerage File/Log No. ________ Manager's Initials ______ Broker's Initials ______ Date ________ (MO/DA/YR)

 

# RESIDENTIAL BUYER'S INSPECTION NOTICE AND SELLER'S RESPONSE (BINSR)

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REALTOR® EQUAL HOUSING OPPORTUNITY

1. Contract dated: ______________________ ____________, 20________
   MONTH DAY YEAR
2. Seller: ____________________________________________
3. Buyer: ____________________________________________
4. Premises Address: ____________________________________________

## BUYER INSPECTIONS AND INVESTIGATIONS COMPLETED

**(See Section 6j)**

**Buyer has completed all desired Inspection Period items, such as:**

(a) physical, environmental, and other inspections and investigations;
(b) inquiries and consultations with government agencies, lenders, insurance agents, architects, and other persons and entities;
(c) investigations of applicable building, zoning, fire, health, and safety codes;
(d) inquiries regarding sex offenders; and the occurrence of a disease, natural death, suicide, homicide or other crime on the Premises or in the vicinity
(e) inspections and investigations pertaining to square footage, wood-destroying organisms or insects, sewer, flood hazard, swimming pool barriers, and insurance; and
(f) inspections and investigations of any other items important to Buyer.

**Buyer has verified all information deemed important including:**

(a) MLS or listing information; and
(b) all other information obtained regarding the Premises.

**Buyer acknowledges that:**

(a) All desired Inspection Period inspections and investigations must be completed prior to delivering this notice to Seller;
(b) All Inspection Period items disapproved must be provided in this notice;
(c) Buyer's election is limited to the options specified below; and
(d) Buyer is not entitled to change or modify Buyer's election after this notice is delivered to Seller.

**Buyer and Seller acknowledge that any agreed upon corrections/repairs;**

(a) Must be performed in a workmanlike manner; and
(b) Arizona law, A.R.S. § 32-1121, requires that a licensed contractor perform corrections/repairs for which: (i) the aggregate contract price, including labor and materials, is $1,000 or greater; or (ii) the work to be performed is not of a casual or minor nature; or (iii) the work to be performed requires a local building permit.

**Buyer elects as follows:**

☐ Premises Accepted – No corrections requested. Buyer accepts the Premises in its present condition and no corrections or repairs are requested.
☐ Premises Rejected – Buyer disapproves of the items listed below and elects to immediately cancel the Contract.
☐ Buyer elects to provide Seller an opportunity to correct or address the disapproved items listed below. (Attach an addendum, if applicable.)

**Items disapproved:** ____________________________________________



>>

**Buyer acknowledges that Broker(s):** (1) make no representations concerning the competency of any inspectors, contractors and/or repair persons and assume no responsibility for any deficiencies or errors made; and (2) neither Seller nor Broker(s) are experts at detecting or repairing, or estimating costs to repair physical defects in the Premises. Buyer further acknowledges that if Seller agrees to address the items disapproved by monetary credit or change in Purchase Price, an addendum must be submitted to Buyer's lender, who may limit or restrict total contractual credits. The undersigned agrees to the modified or additional terms and conditions, if any, and acknowledges receipt of a copy hereof.

^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

## BUYER'S WAIVER OF INSPECTIONS

BUYER ACKNOWLEDGES THAT BUYER WAS ADVISED TO OBTAIN INSPECTIONS OF THE PREMISES BY QUALIFIED INSPECTOR(S) AND BUYER DECLINED. By acting against Broker's advice, Buyer accepts responsibility and hereby releases, indemnifies and holds harmless Brokers from any and all liability for all matters that professional inspections could have revealed.

^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

>>

 

# SELLER'S RESPONSE

## TO BE COMPLETED ONLY IF BUYER PROVIDES SELLER AN OPPORTUNITY TO CORRECT OR ADDRESS ITEMS DISAPPROVED ON PAGES 1-2. (See Section 6j)

If Buyer provides Seller an opportunity to correct or address items disapproved, Seller shall respond within five (5) days or otherwise specified days after delivery of this notice.

**Seller responds as follows:**

- ☐ Seller agrees to correct or address the items disapproved by Buyer pursuant to terms set forth herein and Section 6j of the Contract.
- ☐ Seller is unwilling or unable to correct or address any of the items disapproved by Buyer.
- ☐ Seller's response to Buyer's Notice is as follows (Attach an addendum, if applicable):



The undersigned agrees to the modified or additional terms and conditions, if any, and acknowledges receipt of a copy hereof.

^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

# BUYER'S ELECTION

## TO BE COMPLETED ONLY IF SELLER HAS NOT AGREED TO CORRECT ALL ITEMS DISAPPROVED (See Section 6j)

- ☐ Buyer elects to cancel this Contract
- ☐ Buyer accepts Seller's response to Buyer's Notice and agrees to close escrow without correction of those items Seller has not agreed in writing to correct or address.

The undersigned agrees to the modified or additional terms and conditions, if any, and acknowledges receipt of a copy hereof.

^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

# CRITICAL DATE LIST

**Updated: September 2024**

| | |
|---|---|
| SELLER | BUYER |
| PREMISES ADDRESS | CITY, AZ ZIP CODE |
| ESCROW OFFICER | ESCROW NUMBER |
| ESCROW COMPANY | ESCROW OFFICER PHONE |
| ESCROW OFFICER EMAIL | ESCROW OFFICER FAX |
| LISTING AGENT NAME | LISTING AGENT PHONE |
| LISTING AGENT COMPANY | LISTING AGENT EMAIL |
| SELLING AGENT NAME | SELLING AGENT PHONE |
| SELLING AGENT COMPANY | SELLING AGENT EMAIL |
| LOAN OFFICER | LOAN OFFICER PHONE |
| LENDER COMPANY NAME | LOAN OFFICER EMAIL |

**This is a Critical Date List for the transaction listed above as of this date:** ____/____/____

| | ACTIONS: | DUE DATE: | DATE COMPLETED: |
|---|---|---|---|
| | 1. **Mutual Acceptance of Purchase Contract:** | | ____/____/____ |
| CN | 2. **Buyer** to deposit Earnest Money with Escrow Company: | Upon Acceptance | ____/____/____ |
| CN | 3. **Buyer** to provide lender with Loan Application (3 days after Contract acceptance): | ____/____/____ | ____/___/_____ |
| CN | 4. **Buyer** to grant lender permission to access Credit Report (3 days after Contract acceptance): | ____/____/____ | ____/____/____ |
| CN | 5. **Seller** to deliver SPDS (3 days after Contract acceptance): | ____/____/____ | ____/____/____ |
| CN | 6. **Seller** to deliver Insurance Claims History (5 days after Contract acceptance): | ____/____/____ | ____/___/_____ |
| | 7. **Buyer** to receive Loan Estimate (LE): | ____/____/____ | ____/____/____ |
| CN | 8. **Seller** to notify HOA of pending sale if over 50 units (5 days after Contract acceptance): | ____/____/____ | ____/___/_____ |
| CN | 9. **Buyer** to receive required HOA disclosures (10 days after Contract acceptance if less than 50 units) (10 days after HOA's receipt of notice if 50 or more units): | ____/____/____ | ____/____/____ |
| CN | 10. **Buyer** to supply LSU (10 days after Contract acceptance): | ____/____/___ | ____/____/____ |
| | 11. **Buyer** to provide notice of any items disapproved within the SPDS (5 days after receipt/Inspection Period): | ____/____/____ | ____/____/____ |
| | 12. **Buyer** to provide notice of any items disapproved within the Insurance Claims History (5 day after receipt/Inspection Period): | ____/____/____ | ____/____/____ |
| | 13. **Buyer** to apply for Homeowners Insurance (Inspection Period): | ____/____/____ | ____/____/____ |
| | 14. **Buyer** to order Termite or Insect Inspection (Inspection Period): | ____/____/____ | ____/____/____ |

CN **CURE NOTICE**

Premises Address: ______________________________________________________________________________________

| ACTIONS: | DUE DATE: | DATE COMPLETED: |
|---|---|---|
| 15. **Buyer** to deliver Inspection Notice (Inspection Period): | ____/____/____ | ____/____/____ |
| 16. **Seller** to deliver response to Buyer's Inspection Notice (5 days after receipt): | ____/____/____ | ____/____/____ |
| 17. **Buyer** to deliver reply to Seller's Inspection Notice response (5 days after receipt): | ____/____/____ | ____/____/____ |
| CN 18. **Buyer** to provide lender with Notice of Intent to Proceed with loan (10 days after receipt of LE): | ____/____/____ | ____/____/____ |
| CN 19. **Buyer** to provide lender all requested signed disclosures and documentation listed in LSU at lines 32-35 (10 days after receipt of LE): | ____/____/____ | ____/____/____ |
| 20. **Buyer's** disapproval of Title Commitment/Sch. B, etc. (5 days after receipt): | ____/____/____ | ____/____/____ |
| 21. **Buyer's** disapproval of HOA documents (5 days after receipt): | ____/____/____ | ____/____/____ |
| 22. **Buyer** may cancel in the event of low appraisal (5 days after notice): | ____/____/____ | ____/____/____ |
| 23. **Buyer's** Homeowners Insurance in place (COE): | ____/____/____ | ____/____/____ |
| 24. **Buyer** to perform Walkthrough(s): | ____/____/____ | ____/____/____ |
| 25. **Buyer** to receive Closing Disclosure (CD) (no later than 3 business days prior to signing): | ____/____/____ | ____/____/____ |
| CN 26a. **Buyer** to sign Loan Documents (no later than 3 days prior to COE): | ____/____/____ | ____/____/____ |
| **-OR-** | | |
| CN 26b. **Buyer** to deliver Notice of Loan Approval without PTD conditions AND date(s) of CD receipt from lender (no later than 3 days prior to COE): | ____/____/____ | ____/____/____ |
| **-OR-** | | |
| CN 26c. **Buyer** to deliver Notice of Inability to Obtain Loan Approval without PTD conditions (no later than 3 days prior to COE): | ____/____/____ | ____/____/____ |
| CN 27. **Buyer** to have funds in Escrow to allow COE on COE Date: | ____/____/____ | ____/____/____ |
| CN 28. **Seller** to complete repairs (if any) / receipts to Buyer (3 days prior to COE): | ____/____/____ | ____/____/____ |
| CN 29. **Recordation of Documents (COE):** | ____/____/____ | ____/____/____ |
| CN 30. **Seller** to deliver possession, existing keys, security system/alarms, mailbox, etc. (COE): | ____/____/____ | ____/____/____ |

| OTHER ACTIONS REQUIRED SPECIFIC TO TRANSACTION: | DUE DATE: | DATE COMPLETED: |
|---|---|---|
| CN 31. **Seller** to deliver AAR DWWA SPDS (5 days after Contract acceptance): | ____/____/____ | ____/____/____ |
| 32. **Buyer** to provide notice of any items disapproved within the DWWA SPDS (5 days after receipt): | ____/____/____ | ____/____/____ |
| CN 33. **Seller** to deliver Solar System Documents as described in Solar Addendum (3 days after Contract acceptance): | ____/____/____ | ____/____/____ |
| 34. **Buyer** to provide notice of disapproved items related to Solar System Documents (5 days after receipt/Inspection Period): | ____/____/____ | ____/____/____ |
| 35. **Buyer** to receive Assumption Approval for Solar System lease/loan (no later than 3 days prior to COE): | ____/____/____ | ____/____/____ |
| CN 36. **Seller** to deliver ADWR Registration of Existing Well (5 days after Contract acceptance): | ____/____/____ | ____/____/____ |
| 37. **Buyer** to respond to ADWR Registration of Existing Well (5 days after receipt): | ____/____/____ | ____/____/____ |
| CN 38. **Seller** to have On-Site Wastewater Treatment Facility inspected (20 days after Contract acceptance): | ____/____/____ | ____/____/____ |
| CN 39. **Seller** to deliver On-Site Wastewater Facility Documents (20 days after Contract Acceptance): | ____/____/____ | ____/____/____ |
| 40. **Buyer** to deliver notice of any items disapproved within the On-site Wastewater Facility Documents (5 days after receipt/Inspection period): | ____/____/____ | ____/____/____ |
| CN 41. **Buyer** to deliver On-Site Wastewater Treatment Facility Ownership Transfer Doc (prior to COE): | ____/____/____ | ____/____/____ |
| CN 42. **Seller** to deliver Lead Based Paint Information (5 days after Contract acceptance): | ____/____/____ | ____/____/____ |

CN **CURE NOTICE**

Premises Address: ______________________________________________________________________________

| **OTHER ACTIONS REQUIRED SPECIFIC TO TRANSACTION:** | **DUE DATE:** | **DATE COMPLETED:** |
|---|---|---|
| 43. **Buyer** to provide notice of any Lead Based Paint Disclosure items disapproved (5 days after receipt): | ____/____/____ | ____/____/____ |
| CN 44. **Seller** to deliver Affidavit of Disclosure (5 days after Contract acceptance): | _____/____/____ | ____/____/____ |
| 45. **Buyer** to provide notice of any Affidavit of Disclosure items disapproved (5 days after receipt): | ____/____/____ | ____/____/____ |
| 46. **Buyer** to receive Flood Status Report: | ____/____/____ | ____/____/____ |
| 47. □ **Buyer** □ **Seller** to order Home Warranty Plan: | ____/____/____ | ____/____/____ |
| 48. Other: | ____/____/____ | ____/____/____ |

## CURE NOTICE ACTIVATED

Date: ____/____/____

Reason: ______________________________________________________________________________

Cure Deadline: ____/____/____ Date Cured: ____/____/____ or Date Cancelled: ____/____/____

---

Date: ____/____/____

Reason: ______________________________________________________________________________

Cure Deadline: ____/____/____ Date Cured: ____/____/____ or Date Cancelled: ____/____/____

---

Date: ____/____/____

Reason: ______________________________________________________________________________

Cure Deadline: ____/____/____ Date Cured: ____/____/____ or Date Cancelled: ____/____/____



CN **CURE NOTICE**

# BUYER PRE-CLOSING WALKTHROUGH

Document Uptdated:
**October 2019**

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REALTOR® EQUAL HOUSING OPPORTUNITY

**Buyer:** ______________________________

**Seller:** ______________________________

**Premises/Property Address:** ______________________________

Upon advice of Broker, and in accordance with the provisions of the Contract relating to Walkthrough(s), Buyer or Buyer's Inspector(s) completed a pre-closing walkthrough of the Premises/Property on ______________.
MO/DA/YR

## BUYER MUST COMPLETE ONE OF THE THREE SECTIONS BELOW

☐ **1.** Buyer finds that the Premises/Property are in substantially the same condition as of the date of Contract acceptance, any corrections or repairs agreed to by Seller have been completed.

^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

☐ **2.** Buyer finds that the Premises/Property are in substantially the same condition as of the date of Contract acceptance, any corrections or repairs agreed to by Seller have been completed, with the following exceptions:

______________________________
______________________________
______________________________
______________________________
______________________________
______________________________
______________________________
______________________________
______________________________
______________________________
______________________________
______________________________

**CURE PERIOD NOTICE:** Pursuant to the Remedies Section of the Contract, delivery of this form to Seller shall constitute notice of non-compliance with the Contract as specified herein. If Seller fails to cure the non-compliance within three (3) days after delivery of this notice ("Cure Period"), the failure to comply shall become a breach of Contract.

^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

☐ **3.** Buyer waives the right to a pre-closing walkthrough of the Premises/Property. Buyer acknowledges that Buyer has the right to, and was advised to, conduct a pre-closing walkthrough as described in the Contract, and Buyer declined. By acting against Broker's advice by not conducting a pre-closing walkthrough, Buyer accepts responsibility and hereby releases, indemnifies and holds harmless Seller and Broker(s) from liability for any defects that could have been discovered.

^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

# PRE-QUALIFICATION FORM

Document updated:
**February 2017**

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REALTOR® EQUAL HOUSING OPPORTUNITY

*Your actual rate, payment, and costs could be higher. Get an official Loan Estimate before choosing a loan.*

## PRE-QUALIFICATION INFORMATION

**Purpose:** This Pre-Qualification Form is to be used in conjunction with an AAR Residential Resale Real Estate Purchase Contract or Vacant Land/Lot Purchase Contract ("Contract").

☐ Buyer **HAS NOT** consulted with a lender. (If Buyer marks the box on line 3, Buyer is to complete only lines 4 and 5.)

______________________ PRINT BUYER'S NAME ______________________ PRINT BUYER'S NAME

______________________ ^ BUYER'S SIGNATURE MO/DA/YR ______________________ ^ BUYER'S SIGNATURE MO/DA/YR

☐ Lender indicated on lines 36 and 37 has consulted with ______________________ ("Buyer") and submits the following:

**Buyer is:** ☐ Married ☐ Unmarried ☐ Legally Separated

**Buyer:** ☐ is ☐ is not relying on the sale or lease of a property to qualify for this loan.

**Buyer:** ☐ is ☐ is not relying on Seller Concessions for Buyer's loan costs, impounds, Title/Escrow Company costs, recording fees, and, if applicable, VA loan costs not permitted to be paid by Buyer. (Note: The amount Seller agrees to contribute, if any, shall be established in the Contract.)

**Buyer:** ☐ is ☐ is not relying on down payment assistance to qualify for this loan.

**Type of Loan:** ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☐ Other: ______________

**Occupancy Type:** ☐ Primary ☐ Secondary ☐ Non-Owner Occupied

**Property Type:** ☐ Single Family Residence ☐ Condominium ☐ Planned Unit Development ☐ Manufactured Home ☐ Mobile Home ☐ Vacant Land/Lot ☐ Other: ______________

| YES | NO | N/A | |
|---|---|---|---|
| ☐ | ☐ | ☐ | Lender provided Buyer with the HUD form "For Your Protection: Get a Home Inspection" (FHA loans only). |
| ☐ | ☐ | ☐ | Lender completed a verbal discussion with Buyer including a discussion of income, assets and debts. |
| ☐ | ☐ | ☐ | Lender obtained a Tri-Merged Residential Credit Report. |

**Based on the information provided, Buyer can pre-qualify for a loan amount of: $**____________, assuming a monthly principal and interest loan payment of $ ____________, **provided that the total monthly payment** (which includes principal, interest, mortgage insurance, property taxes, insurance, HOA fees, and flood insurance, if applicable) **does not exceed: $** ____________

**Interest rate not to exceed:** ____________ **%,** ☐ Fixed Interest Rate ☐ Adjustable Interest Rate ☐ Pre-Payment Penalty

**Initial Documentation Received:** Lender received the following information from Buyer (additional documentation may be requested):

| YES | NO | N/A | | YES | NO | N/A | |
|---|---|---|---|---|---|---|---|
| ☐ | ☐ | ☐ | Paystubs | ☐ | ☐ | ☐ | Down Payment/Reserves Documentation |
| ☐ | ☐ | ☐ | W-2s | ☐ | ☐ | ☐ | Gift Documentation |
| ☐ | ☐ | ☐ | Personal Tax Returns | ☐ | ☐ | ☐ | Credit/Liability Documentation |
| ☐ | ☐ | ☐ | Corporate Tax Returns | ☐ | ☐ | ☐ | Other: ______________ |

Additional comments: ______________________

Buyer has instructed, and Lender agrees to provide loan status updates on the AAR Loan Status Update form to Seller and Broker(s) within ten (10) days of Contract acceptance pursuant to Section 2e of the Contract and upon request thereafter.

## LENDER INFORMATION

The lender identified below has prepared the information listed above with Buyer(s) and has completed the above action points noted. This information does not constitute loan approval. All information provided must be approved by an underwriter, and any material change change in Buyer's credit or financial profile will render this pre-qualification null and void.

The above pre-qualification expires on: ______________ .
DATE

**Lender:** ______________________
COMPANY ARIZONA LICENSE # NMLS #

______________________
LOAN OFFICER ARIZONA LICENSE # NMLS #

______________________
ADDRESS CITY STATE ZIP

______________________
EMAIL PHONE FAX

______________________
^ LOAN OFFICER'S SIGNATURE MO/DA/YR

**Buyer acknowledges receipt of a copy hereof and grants permission to Broker to submit this Pre-Qualification Form with Contract.**

______________________ ______________________
^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

*To be completed by the **Lender:***
Lender Loan No./Universal Loan Identifier ____________________ Agency Case No. ____________

# Uniform Residential Loan Application

**Verify and complete the information on this application.** If you are applying for this loan with others, each additional Borrower must provide information as directed by your Lender.

## Section 1: Borrower Information.

This section asks about your personal information and your income from employment and other sources, such as retirement, that you want considered to qualify for this loan.

### 1a. Personal Information

**Name** *(First, Middle, Last, Suffix)*

**Alternate Names** – *List any names by which you are known or any names under which credit was previously received (First, Middle, Last, Suffix)*

**Social Security Number** ____ – ___ – ____
*(or Individual Taxpayer Identification Number)*

**Date of Birth**
*(mm/dd/yyyy)*
___ / ___ / ____

**Citizenship**
- ◯ U.S. Citizen
- ◯ Permanent Resident Alien
- ◯ Non-Permanent Resident Alien

**Type of Credit**
- ◯ I am applying for **individual credit.**
- ◯ I am applying for **joint credit.** Total Number of Borrowers: __
  Each Borrower intends to apply for joint credit. **Your initials:** ____

**List Name(s) of Other Borrower(s) Applying for this Loan**
*(First, Middle, Last, Suffix) – Use a separator between names*

**Marital Status**
- ◯ Married
- ◯ Separated
- ◯ Unmarried
  *(Single, Divorced, Widowed, Civil Union, Domestic Partnership, Registered Reciprocal Beneficiary Relationship)*

**Dependents** *(not listed by another Borrower)*
Number __
Ages ____________

**Contact Information**
**Home** Phone ( ___ ) ___ – ____
**Cell** Phone ( ___ ) ___ – ____
**Work** Phone ( ___ ) ___ – ____ **Ext.** ____
**Email** ____________

**Current Address**
Street ____________ Unit # ____
City ____________ State ____ ZIP ____ Country ____
How Long at Current Address? ___ Years ___ Months **Housing** ◯ No primary housing expense ◯ Own ◯ Rent ($ ________ /month)

**If at Current Address for LESS than 2 years, list Former Address** ☐ ***Does not apply***
Street ____________ Unit # ____
City ____________ State ____ ZIP ____ Country ____
How Long at Former Address? ___ Years ___ Months **Housing** ◯ No primary housing expense ◯ Own ◯ Rent ($ ________ /month)

**Mailing Address** – *if different from Current Address* ☐ ***Does not apply***
Street ____________ Unit # ____
City ____________ State ____ ZIP ____ Country ____



### 1b. Current Employment/Self-Employment and Income

☐ ***Does not apply***

**Employer or Business Name** ____________ Phone ( ___ ) ___ – ____
Street ____________ Unit # ____
City ____________ State ____ ZIP ____ Country ____

**Position or Title** ____________
**Start Date** ___ / ___ / ____ *(mm/dd/yyyy)*
How long in this line of work? ___ Years ___ Months

**Check if this statement applies:**
☐ I am employed by a family member, property seller, real estate agent, or other party to the transaction.

☐ **Check if you are the Business Owner or Self-Employed**
◯ I have an ownership share of less than 25%.
◯ I have an ownership share of 25% or more.
**Monthly Income (or Loss)** $ ________

**Gross Monthly Income**

| | | |
|---|---|---|
| Base | $ ________ | /month |
| Overtime | $ ________ | /month |
| Bonus | $ ________ | /month |
| Commission | $ ________ | /month |
| Military Entitlements | $ ________ | /month |
| Other | $ ________ | /month |
| **TOTAL $** | **0.00** | **/month** |

## 1c. IF APPLICABLE, Complete Information for Additional Employment/Self-Employment and Income

☐ ***Does not apply***

**Employer or Business Name** ________________ Phone ( ___ ) ___ – ____

Street ________________ Unit # ____

City ________________ State ____ ZIP ______ Country ______

**Position or Title** ________________

**Start Date** ___ / ___ / ______ *(mm/dd/yyyy)*

How long in this line of work? ___ Years ___ Months

**Check if this statement applies:**

☐ I am employed by a family member, property seller, real estate agent, or other party to the transaction.

☐ **Check if you are the Business Owner or Self-Employed**

◯ I have an ownership share of less than 25%.

◯ I have an ownership share of 25% or more.

**Monthly Income (or Loss)**

$ ________

**Gross Monthly Income**

| | | |
|---|---|---|
| Base | $ | /month |
| Overtime | $ | /month |
| Bonus | $ | /month |
| Commission | $ | /month |
| Military Entitlements | $ | /month |
| Other | $ | /month |
| **TOTAL $** | **0.00** | **/month** |

## 1d. IF APPLICABLE, Complete Information for Previous Employment/Self-Employment and Income

☐ ***Does not apply***

**Provide at least 2 years of current and previous employment and income.**

**Employer or Business Name** ________________

Street ________________ Unit # ____

City ________________ State ____ ZIP ______ Country ______

**Position or Title** ________________

**Start Date** ___ / ___ / ______ *(mm/dd/yyyy)*

**End Date** ___ / ___ / ______ *(mm/dd/yyyy)*

☐ **Check if you were the Business Owner or Self-Employed**

**Previous Gross Monthly Income $** ________ **/month**

## 1e. Income from Other Sources

☐ ***Does not apply***

**Include income from other sources below. Under Income Source, choose from the sources listed here:**

- Alimony
- Automobile Allowance
- Boarder Income
- Capital Gains
- Child Support
- Disability
- Foster Care
- Housing or Parsonage
- Interest and Dividends
- Mortgage Credit Certificate
- Mortgage Differential Payments
- Notes Receivable
- Public Assistance
- Retirement *(e.g., Pension, IRA)*
- Royalty Payments
- Separate Maintenance
- Social Security
- Trust
- Unemployment Benefits
- VA Compensation
- Other

**NOTE:** *Reveal alimony, child support, separate maintenance, or other income ONLY IF you want it considered in determining your qualification for this loan.*

| **Income Source** – *use list above* | **Monthly Income** |
|---|---|
| | $ |
| | $ |
| | $ |
| **Provide TOTAL Amount Here** | **$** 0.00 |

SAMPLE

**Borrower Name:** ________________

## Section 2: Financial Information — Assets and Liabilities.

This section asks about things you own that are worth money and that you want considered to qualify for this loan. It then asks about your liabilities (or debts) that you pay each month, such as credit cards, alimony, or other expenses.

### 2a. Assets – Bank Accounts, Retirement, and Other Accounts You Have

**Include all accounts below. Under Account Type, choose from the types listed here:**

- Checking
- Savings
- Money Market
- Certificate of Deposit
- Mutual Fund
- Stocks
- Stock Options
- Bonds
- Retirement *(e.g., 401k, IRA)*
- Bridge Loan Proceeds
- Individual Development Account
- Trust Account
- Cash Value of Life Insurance *(used for the transaction)*

| **Account Type** – *use list above* | **Financial Institution** | **Account Number** | **Cash or Market Value** |
|---|---|---|---|
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |
| | | | $ |
| | | **Provide TOTAL Amount Here** | **$ 0.00** |

### 2b. Other Assets and Credits You Have

☐ ***Does not apply***

**Include all other assets and credits below. Under Asset or Credit Type, choose from the types listed here:**

*Assets*

- Proceeds from Real Estate Property to be sold on or before closing
- Proceeds from Sale of Non-Real Estate Asset
- Secured Borrowed Funds
- Unsecured Borrowed Funds
- Other

*Credits*

- Earnest Money
- Employer Assistance
- Lot Equity
- Relocation Funds
- Rent Credit
- Sweat Equity
- Trade Equity

| **Asset or Credit Type** – *use list above* | **Cash or Market Value** |
|---|---|
| | $ |
| | $ |
| | $ |
| | $ |
| **Provide TOTAL Amount Here** | **$ 0.00** |

### 2c. Liabilities – Credit Cards, Other Debts, and Leases that You Owe

☐ ***Does not apply***

**List all liabilities below (except real estate) and include deferred payments. Under Account Type, choose from the types listed here:**

- Revolving *(e.g., credit cards)*
- Installment *(e.g., car, student, personal loans)*
- Open 30-Day *(balance paid monthly)*
- Lease *(not real estate)*
- Other

| **Account Type** – *use list above* | **Company Name** | **Account Number** | **Unpaid Balance** | *To be paid off at or before closing* | **Monthly Payment** |
|---|---|---|---|---|---|
| | | | $ | ☐ | $ |
| | | | $ | ☐ | $ |
| | | | $ | ☐ | $ |
| | | | $ | ☐ | $ |
| | | | $ | ☐ | $ |

### 2d. Other Liabilities and Expenses

☐ ***Does not apply***

**Include all other liabilities and expenses below. Choose from the types listed here:**

- Alimony
- Child Support
- Separate Maintenance
- Job Related Expenses
- Other

| | **Monthly Payment** |
|---|---|
| | $ |
| | $ |
| | $ |



**Borrower Name:** ______________________

## Section 3: Financial Information — Real Estate.

This section asks you to list all properties you currently own and what you owe on them. ☐ ***I do not own any real estate***

### 3a. Property You Own

**If you are refinancing, list the property you are refinancing FIRST.**

**Address** Street ____________ Unit # ______
City ____________ State ______ ZIP ______ Country ______

| **Property Value** | **Status:** Sold, Pending Sale, or Retained | **Intended Occupancy:** Investment, Primary Residence, Second Home, Other | **Monthly Insurance,Taxes, Association Dues, etc.** *if not included in Monthly Mortgage Payment* | **For 2-4 Unit Primary or Investment Property** **Monthly Rental Income** | **For LENDER to calculate:** Net Monthly Rental Income |
|---|---|---|---|---|---|
| $ | | | $ | $ | $ |

**Mortgage Loans on this Property** ☐ ***Does not apply***

| **Creditor Name** | **Account Number** | **Monthly Mortgage Payment** | **Unpaid Balance** | *To be paid off at or before closing* | **Type:** FHA, VA, Conventional, USDA-RD, Other | **Credit Limit** *(if applicable)* |
|---|---|---|---|---|---|---|
| | | $ | $ | ☐ | | $ |
| | | $ | $ | ☐ | | $ |

### 3b. IF APPLICABLE, Complete Information for Additional Property

☐ ***Does not apply***

**Address** Street ____________ Unit # ______
City ____________ State ______ ZIP ______ Country ______

| **Property Value** | **Status:** Sold, Pending Sale, or Retained | **Intended Occupancy:** Investment, Primary Residence, Second Home, Other | **Monthly Insurance, Taxes, Association Dues, etc.** *if not included in Monthly Mortgage Payment* | **For 2-4 Unit Primary or Investment Property** **Monthly Rental Income** | **For LENDER to calculate:** Net Monthly Rental Income |
|---|---|---|---|---|---|
| $ | | | $ | $ | $ |

**Mortgage Loans on this Property** ☐ ***Does not apply***

| **Creditor Name** | **Account Number** | **Monthly Mortgage Payment** | **Unpaid Balance** | *To be paid off at or before closing* | **Type:** FHA, VA, Conventional, USDA-RD, Other | **Credit Limit** *(if applicable)* |
|---|---|---|---|---|---|---|
| | | $ | $ | ☐ | | $ |
| | | $ | $ | ☐ | | $ |

### 3c. IF APPLICABLE, Complete Information for Additional Property

☐ ***Does not apply***

**Address** Street ____________ Unit # ______
City ____________ State ______ ZIP ______ Country ______

| **Property Value** | **Status:** Sold, Pending Sale, or Retained | **Intended Occupancy:** Investment, Primary Residence, Second Home, Other | **Monthly Insurance, Taxes, Association Dues, etc.** *if not included in Monthly Mortgage Payment* | **For 2-4 Unit Primary or Investment Property** **Monthly Rental Income** | **For LENDER to calculate:** Net Monthly Rental Income |
|---|---|---|---|---|---|
| $ | | | $ | $ | $ |

**Mortgage Loans on this Property** ☐ ***Does not apply***

| **Creditor Name** | **Account Number** | **Monthly Mortgage Payment** | **Unpaid Balance** | *To be paid off at or before closing* | **Type:** FHA, VA, Conventional, USDA-RD, Other | **Credit Limit** *(if applicable)* |
|---|---|---|---|---|---|---|
| | | $ | $ | ☐ | | $ |
| | | $ | $ | ☐ | | $ |



**Borrower Name:** ____________

## **Section 4: Loan and Property Information.** This section asks about the loan's purpose and the property you want to purchase or refinance.

### 4a. Loan and Property Information

**Loan Amount** $ ____________ **Loan Purpose** ◯ Purchase ◯ Refinance ◯ Other *(specify)* ____________

**Property Address** Street ____________ Unit # ______

City ____________ State ______ ZIP ______ County ______

Number of Units ______ **Property Value $** ____________

**Occupancy** ◯ Primary Residence ◯ Second Home ◯ Investment Property **FHA Secondary Residence** ☐

**1. Mixed-Use Property.** If you will occupy the property, will you set aside space within the property to operate your own business? (*e.g., daycare facility, medical office, beauty/barber shop*) ◯ NO ◯ YES

**2. Manufactured Home.** Is the property a manufactured home? *(e.g., a factory built dwelling built on a permanent chassis)* ◯ NO ◯ YES

### 4b. Other New Mortgage Loans on the Property You are Buying or Refinancing ☐ *Does not apply*

| Creditor Name | Lien Type | Monthly Payment | Loan Amount/ Amount to be Drawn | Credit Limit *(if applicable)* |
|---|---|---|---|---|
| | ◯ First Lien ◯ Subordinate Lien | $ | $ | $ |
| | ◯ First Lien ◯ Subordinate Lien | $ | $ | $ |

### 4c. Rental Income on the Property You Want to Purchase **For Purchase Only** ☐ *Does not apply*

| **Complete if the property is a 2-4 Unit Primary Residence or an Investment Property** | **Amount** |
|---|---|
| Expected Monthly Rental Income | $ |
| **For LENDER to calculate:** Expected Net Monthly Rental Income | $ |

### 4d. Gifts or Grants You Have Been Given or Will Receive for this Loan ☐ *Does not apply*

**Include all gifts and grants below. Under Source, choose from the sources listed here:**

- Community Nonprofit
- Federal Agency
- Relative
- State Agency
- Lender
- Employer
- Local Agency
- Religious Nonprofit
- Unmarried Partner
- Other

| **Asset Type:** Cash Gift, Gift of Equity, Grant | **Deposited/Not Deposited** | **Source** – *use list above* | **Cash or Market Value** |
|---|---|---|---|
| | ◯ Deposited ◯ Not Deposited | | $ |
| | ◯ Deposited ◯ Not Deposited | | $ |

**Section 5: Declarations.** This section asks you specific questions about the property, your funding, and your past financial history.

## 5a. About this Property and Your Money for this Loan

| | |
|---|---|
| **A.** Will you occupy the property as your primary residence?<br>If YES, have you had an ownership interest in another property in the last three years?<br>If YES, complete (1) and (2) below:<br>(1) What type of property did you own: primary residence (PR), FHA secondary residence (SR), second home (SH), or investment property (IP)?<br>(2) How did you hold title to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)? | ◯ NO ◯ YES<br>◯ NO ◯ YES<br><br>________<br>________ |
| **B.** If this is a Purchase Transaction: Do you have a family relationship or business affiliation with the seller of the property? | ◯ NO ◯ YES |
| **C.** Are you borrowing any money for this real estate transaction *(e.g., money for your closing costs or down payment)* or obtaining any money from another party, such as the seller or realtor, that you have not disclosed on this loan application?<br>If YES, what is the amount of this money? | ◯ NO ◯ YES<br>$ ________ |
| **D.** 1. Have you or will you be applying for a mortgage loan on another property (not the property securing this loan) on or before closing this transaction that is not disclosed on this loan application?<br>2. Have you or will you be applying for any new credit *(e.g., installment loan, credit card, etc.)* on or before closing this loan that is not disclosed on this application? | ◯ NO ◯ YES<br><br>◯ NO ◯ YES |
| **E.** Will this property be subject to a lien that could take priority over the first mortgage lien, such as a clean energy lien paid through your property taxes *(e.g., the Property Assessed Clean Energy Program)*? | ◯ NO ◯ YES |

## 5b. About Your Finances

| | |
|---|---|
| **F.** Are you a co-signer or guarantor on any debt or loan that is not disclosed on this application? | ◯ NO ◯ YES |
| **G.** Are there any outstanding judgments against you? | ◯ NO ◯ YES |
| **H.** Are you currently delinquent or in default on a Federal debt? | ◯ NO ◯ YES |
| **I.** Are you a party to a lawsuit in which you potentially have any personal financial liability? | ◯ NO ◯ YES |
| **J.** Have you conveyed title to any property in lieu of foreclosure in the past 7 years? | ◯ NO ◯ YES |
| **K.** Within the past 7 years, have you completed a pre-foreclosure sale or short sale, whereby the property was sold to a third party and the Lender agreed to accept less than the outstanding mortgage balance due? | ◯ NO ◯ YES |
| **L.** Have you had property foreclosed upon in the last 7 years? | ◯ NO ◯ YES |
| **M.** Have you declared bankruptcy within the past 7 years?<br>If YES, identify the type(s) of bankruptcy: ☐ Chapter 7 ☐ Chapter 11 ☐ Chapter 12 ☐ Chapter 13 | ◯ NO ◯ YES |

## Section 6: Acknowledgments and Agreements. This section tells you about your legal obligations when you sign this application.

### Acknowledgments and Agreements

**Definitions:**

- "Lender" includes the Lender's agents, service providers, and any of their successors and assigns.
- "Other Loan Participants" includes (i) any actual or potential owners of a loan resulting from this application (the "Loan"), (ii) acquirers of any beneficial or other interest in the Loan, (iii) any mortgage insurer, (iv) any guarantor, (v) any servicer of the Loan, and (vi) any of these parties' service providers, successors or assigns.

**I agree to, acknowledge, and represent the following:**

**(1) The Complete Information for this Application**

- The information I have provided in this application is true, accurate, and complete as of the date I signed this application.
- If the information I submitted changes or I have new information before closing of the Loan, I must change and supplement this application, including providing any updated/supplemented real estate sales contract.
- For purchase transactions: The terms and conditions of any real estate sales contract signed by me in connection with this application are true, accurate, and complete to the best of my knowledge and belief. I have not entered into any other agreement, written or oral, in connection with this real estate transaction.
- The Lender and Other Loan Participants may rely on the information contained in the application before and after closing of the Loan.
- Any intentional or negligent misrepresentation of information may result in the imposition of:
  (a) civil liability on me, including monetary damages, if a person suffers any loss because the person relied on any misrepresentation that I have made on this application, and/or
  (b) criminal penalties on me including, but not limited to, fine or imprisonment or both under the provisions of Federal law (18 U.S.C. §§ 1001 *et seq*.).

**(2) The Property's Security**

The Loan I have applied for in this application will be secured by a mortgage or deed of trust which provides the Lender a security interest in the property described in this application.

**(3) The Property's Appraisal, Value, and Condition**

- Any appraisal or value of the property obtained by the Lender is for use by the Lender and Other Loan Participants.
- The Lender and Other Loan Participants have not made any representation or warranty, express or implied, to me about the property, its condition, or its value.

**(4) Electronic Records and Signatures**

- The Lender and Other Loan Participants may keep any paper record and/or electronic record of this application, whether or not the Loan is approved.
- If this application is created as (or converted into) an "electronic application", I consent to the use of "electronic records" and "electronic signatures" as the terms are defined in and governed by applicable Federal and/or state electronic transactions laws.
- I intend to sign and have signed this application either using my:
  (a) electronic signature; or
  (b) a written signature and agree that if a paper version of this application is converted into an electronic application, the application will be an electronic record, and the representation of my written signature on this application will be my binding electronic signature.
- I agree that the application, if delivered or transmitted to the Lender or Other Loan Participants as an electronic record with my electronic signature, will be as effective and enforceable as a paper application signed by me in writing.

**(5) Delinquency**

- The Lender and Other Loan Participants may report information about my account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report and will likely affect my credit score.
- If I have trouble making my payments I understand that I may contact a HUD-approved housing counseling organization for advice about actions I can take to meet my mortgage obligations.

**(6) Authorization for Use and Sharing of Information**

By signing below, in addition to the representations and agreements made above, I expressly authorize the Lender and Other Loan Participants to obtain, use, and share with each other (i) the loan application and related loan information and documentation, (ii) a consumer credit report on me, and (iii) my tax return information, as necessary to perform the actions listed below, for so long as they have an interest in my loan or its servicing:

(a) process and underwrite my loan;
(b) verify any data contained in my consumer credit report, my loan application and other information supporting my loan application;
(c) inform credit and investment decisions by the Lender and Other Loan Participants;
(d) perform audit, quality control, and legal compliance analysis and reviews;
(e) perform analysis and modeling for risk assessments;
(f) monitor the account for this loan for potential delinquencies and determine any assistance that may be available to me; and
(g) other actions permissible under applicable law.



**Borrower Signature** ________________________________ Date *(mm/dd/yyyy)* ____/____/______

**Additional Borrower Signature** ________________________________ Date *(mm/dd/yyyy)* ____/____/______

## Section 7: Military Service. This section asks questions about your (or your deceased spouse's) military service.

### Military Service of Borrower

**Military Service** – Did you (or your deceased spouse) ever serve, or are you currently serving, in the United States Armed Forces? ○ **NO** ○ **YES**

*If YES, check all that apply:*
- ☐ Currently serving on active duty with projected expiration date of service/tour ___ / ___ / _______ *(mm/dd/yyyy)*
- ☐ Currently retired, discharged, or separated from service
- ☐ Only period of service was as a non-activated member of the Reserve or National Guard
- ☐ Surviving spouse

## Section 8: Demographic Information. This section asks about your ethnicity, sex, and race.

### Demographic Information of Borrower

**The purpose of collecting this information** is to help ensure that all applicants are treated fairly and that the housing needs of communities and neighborhoods are being fulfilled. For residential mortgage lending, Federal law requires that we ask applicants for their demographic information (ethnicity, sex, and race) in order to monitor our compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to provide this information, but are encouraged to do so. You may select one or more designations for "Ethnicity" and one or more designations for "Race." **The law provides that we may not discriminate** on the basis of this information, or on whether you choose to provide it. However, if you choose not to provide the information and you have made this application in person, Federal regulations require us to note your ethnicity, sex, and race on the basis of visual observation or surname. The law also provides that we may not discriminate on the basis of age or marital status information you provide in this application. If you do not wish to provide some or all of this information, please check below.

**Ethnicity:** *Check one or more*
- ☐ Hispanic or Latino
  - ☐ Mexican ☐ Puerto Rican ☐ Cuban
  - ☐ Other Hispanic or Latino – *Print origin:* ____________

    *For example: Argentinean, Colombian, Dominican, Nicaraguan, Salvadoran, Spaniard, and so on.*
- ☐ Not Hispanic or Latino
- ☐ I do not wish to provide this information

**Sex**
- ☐ Female
- ☐ Male
- ☐ I do not wish to provide this information

**Race:** *Check one or more*
- ☐ American Indian or Alaska Native – *Print name of enrolled or principal tribe* : ____________
- ☐ Asian
  - ☐ Asian Indian ☐ Chinese ☐ Filipino
  - ☐ Japanese ☐ Korean ☐ Vietnamese
  - ☐ Other Asian – *Print race:* ____________

    *For example: Hmong, Laotian, Thai, Pakistani, Cambodian, and so on.*
- ☐ Black or African American
- ☐ Native Hawaiian or Other Pacific Islander
  - ☐ Native Hawaiian ☐ Guamanian or Chamorro ☐ Samoan
  - ☐ Other Pacific Islander – *Print race:* ____________

    *For example: Fijian, Tongan, and so on.*
- ☐ White
- ☐ I do not wish to provide this information

**To Be Completed by Financial Institution (for application taken in person):**

Was the ethnicity of the Borrower collected on the basis of visual observation or surname? ○ NO ○ YES
Was the sex of the Borrower collected on the basis of visual observation or surname? ○ NO ○ YES
Was the race of the Borrower collected on the basis of visual observation or surname? ○ NO ○ YES

**The Demographic Information was provided through:**

○ Face-to-Face Interview *(includes Electronic Media w/ Video Component)* ○ Telephone Interview ○ Fax or Mail ○ Email or Internet



**Borrower Name:** ____________

## Section 9: Loan Originator Information. To be completed by your **Loan Originator**.

**Loan Originator Information**

Loan Originator Organization Name ______________________________

Address ______________________________

Loan Originator Organization NMLSR ID# ______________ State License ID# ______________

Loan Originator Name ______________________________

Loan Originator NMLSR ID# ______________ State License ID# ______________

Email ______________________________ Phone ( ____ ) ____ – ______

Signature ______________________________ Date *(mm/dd/yyyy)* ____ / ____ / ______