

BUYER BOOK



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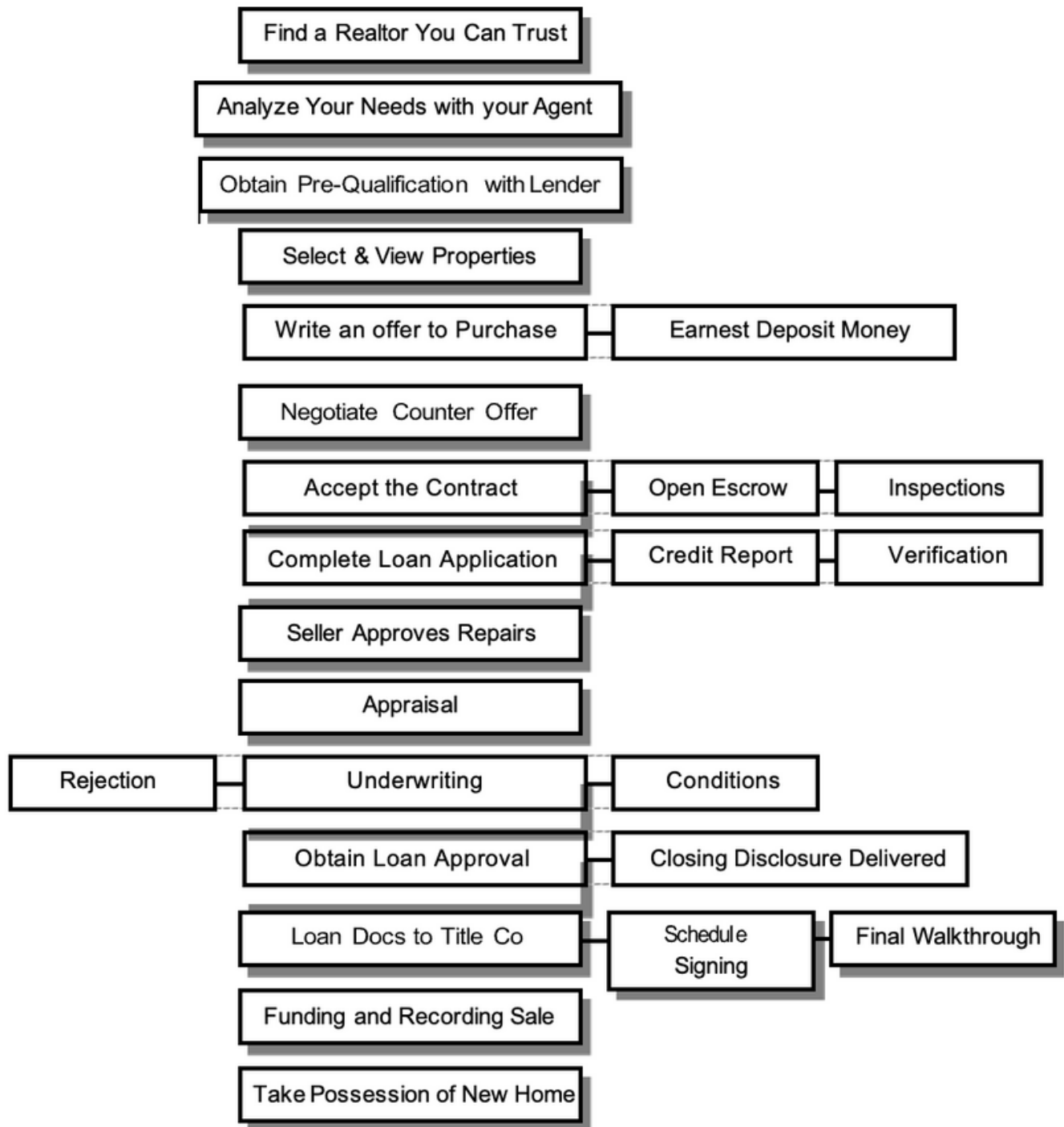


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BUYING PROCESS

The Home Buying Process



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BUYING PROCESS

Buyer's Needs

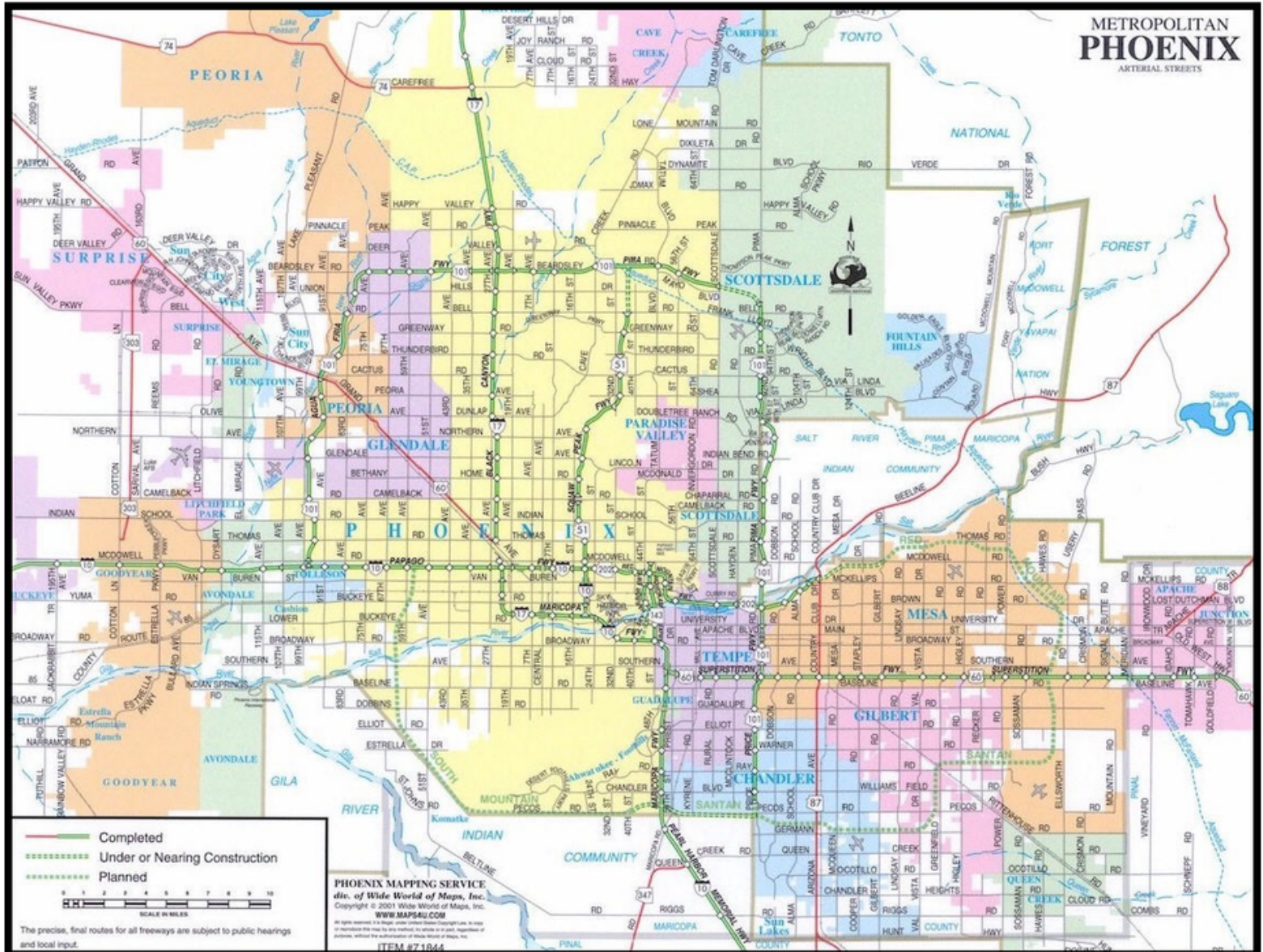
It's important for us to understand what's most important to YOU...

- **Location?**
Close to schools, employment, shopping?
- **Price?**
- **Size, number of rooms, number of bathrooms, additional rooms needed?**
- **Features?**
Architectural style, views, pool, outdoor living space, garage?
- **Neighborhood Features?**
Parks, Recreation, Community Pool, HOA?
- **Updated Turn Key or Fixer Upper?**
- **Reason for Move?**
- **Time Frame?**

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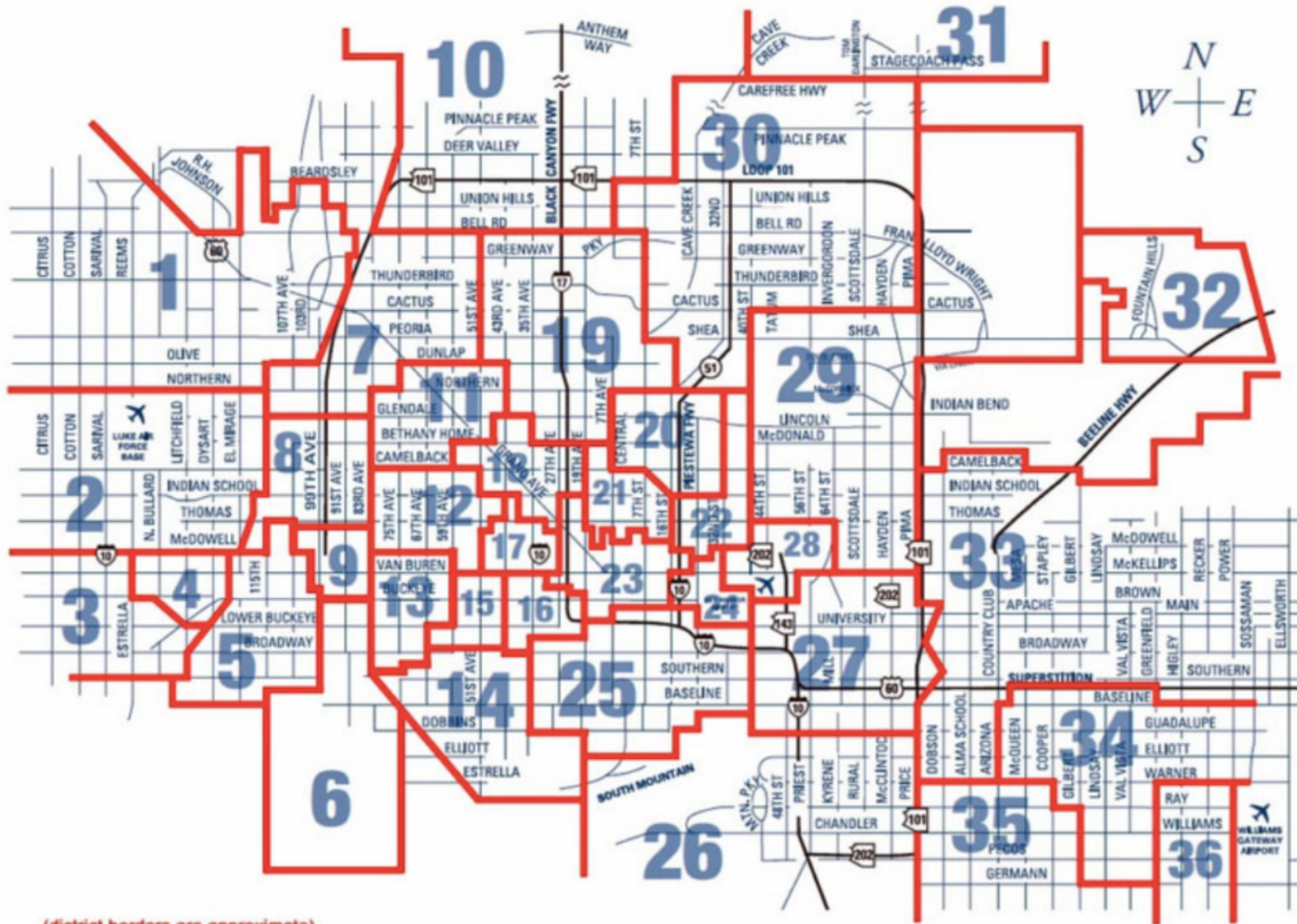
BUYING PROCESS

PHOENIX METRO MAP



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SCHOOL DISTRICTS



- | | | | |
|--------------|----------------|---------------|--------------------|
| 1 Dysart | 10 Deer Valley | 19 Washington | 29 Scottsdale |
| 2 Litchfield | 11 Glendale | 20 Madison | 30 Paradise Valley |
| 3 Liberty | 12 Cartwright | 21 Osborn | 31 Cave Creek |
| 4 Avondale | 13 Fowler | 22 Creighton | 32 Fountain Hills |
| 5 Littleton | 14 Laveen | 23 Phoenix | 33 Mesa |
| 6 Union | 15 Riverside | 24 Wilson | 34 Gilbert |
| 7 Peoria | 16 Murphy | 25 Roosevelt | 35 Chandler |
| 8 Pendergast | 17 Isaac | 26 Kyrene | 36 Higley |
| 9 Tolleson | 18 Alhambra | 27 Tempe | |

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SCHOOL DISTRICTS

- Agua Fria Union High School District
- Aguila Elementary School District
- Alhambra Elementary School District
- Apache Junction Unified School District
- Arlington Elementary School District
- Avondale Elementary School District
- Balsz Elementary School District
- Buckeye Elementary School District
- Buckeye Union High School District
- Cartwright Elementary School District
- Chandler Unified School District
- Deer Valley Unified School District
- Dysart Unified School District
- Fountain Hills Unified School District
- Gila Bend Unified School District
- Gilbert Public Schools
- Glendale Elementary School District
- Glendale Union High School District
- Higley Unified School District
- Isaac Elementary School District
- Kyrene School District
- Laveen Elementary School District
- Liberty Elementary School District
- Litchfield Elementary School District
- Madison Elementary School District
- Mesa Public Schools
- Mobile Elementary School District
- Morristown Elementary School District
- Murphy Elementary School District
- Osborn Elementary School District
- Palo Verde Elementary School District
- Paloma Elementary School District
- Paradise Valley Unified School District
- Pendergast Elementary School District
- Peoria Unified School District
- Phoenix Elementary School District
- Phoenix Union High School District
- Queen Creek Unified School District
- Riverside Elementary School District
- Roosevelt Elementary School District
- Saddle Mountain Unified School District
- Scottsdale Unified School District
- Sentinel Elementary School District
- Tempe Elementary School District
- Tempe Union High School District
- Tolleson Union High School District
- Union Elementary School District
- Washington Elementary School District
- Western Maricopa Education Center
- Wickenburg Unified School District
- Wilson Elementary School District

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TYPES OF LOANS

FHA Loans

The Federal Housing Administration (FHA) mortgage insurance program is managed by the Department of Housing and Urban Development (HUD), which is a department of the federal government. FHA loans are available to all types of borrowers, not just first-time buyers. The government insures the lender against losses that might result from borrower default.

Advantage: This program allows you to make a down payment as low as 3.5% of the purchase price.

Disadvantage: You'll have to pay for mortgage insurance, which will increase the size of your monthly payments.

VA Loans

The U.S. Department of Veterans Affairs (VA) offers a loan program to military service members and their families. Similar to the FHA program, these types of mortgages are guaranteed by the federal government. This means the VA will reimburse the lender for any losses that may result from borrower default. The primary advantage of this program (and it's a big one) is that borrowers can receive 100% financing for the purchase of a home. That means no down payment whatsoever.

Conventional Loan

home loan is one that is not insured or guaranteed by the federal government in any way. This distinguishes it from the three government-backed mortgage types.

Jumbo loan

Exceeds the conforming loan limits established by Fannie Mae and Freddie Mac. This type of mortgage represents a higher risk for the lender, mainly due to its size. As a result, jumbo borrowers typically must have excellent credit and larger down payments, when compared to conforming loans. Interest rates are generally higher with the jumbo products, as well.

- Fixed-rate mortgage loans have the same interest rate for the entire repayment term. Because of this, the size of your monthly payment will stay the same, month after month, and year after year. It will never change. This is true even for long-term financing options, such as the 30-year fixed-rate loan. It has the same interest rate, and the same monthly payment, for the entire term.
- Adjustable-rate mortgage loans (ARMs) have an interest rate that will change or "adjust" from time to time. Typically, the rate on an ARM will change every year after an initial period of remaining fixed. It is therefore referred to as a "hybrid" product. A hybrid ARM loan is one that starts off with a fixed or unchanging interest rate, before switching over to an adjustable rate. For instance, the 5/1 ARM loan carries a fixed rate of interest for the first five years, after which it begins to adjust every one year, or annually.

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LOAN APPLICATION CHECKLIST

Copy of the Purchase Contract

Residence History

Past 24 Months of residence with complete addresses.

Length of time at each residence

Name of Landlord and contact information if currently renting.

Employment History

Employers for the past three years with complete addresses

Dates of employment for each place.

Pay stubs

– A copy of your last month's worth of pay stubs.

– The pay stubs should show, at minimum, your name, your company, pay period and year-to-date earnings.

Tax Returns – A copy of your previous three years 1040 tax returns
–All pages and all schedules filed.

Bank Statements

–Your last 2 months of bank statements, all pages!

–Savings Account: If you have a savings account with minimal activity, this is normally the "easiest."

–Large Deposits: If you have any large deposits over \$500 other than paystubs, please provide copies of checks and a brief letter explaining the deposit.

Driver's License – A scan of your driver's license, or a cell phone picture texted to your Mortgage Banker will work.

Social Security Card

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SAMPLE FORMS

BUYER ATTACHMENT

Document updated:
February 2020



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

SAMPLE FORMS

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RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated:
February 2020



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



1. PROPERTY

- 1a. 1. **BUYER:** _____
BUYER'S NAME(S)
2. **SELLER:** _____ or ☐ as identified in section 9c.
SELLER'S NAME(S)
3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
4. or incidental thereto, plus the personal property described herein (collectively the "Premises").
- 1b. 5. Premises Address: _____ Assessor's #: _____
6. City: _____ County: _____ AZ, Zip Code: _____
7. Legal Description: _____
8. _____
9. _____
- 1c. 10. \$ _____ Full Purchase Price, paid as outlined below
11. \$ _____ Earnest Money
12. \$ _____
13. \$ _____
14. _____
15. _____
16. _____
17. Earnest Money is in the form of: ☐ Personal Check ☐ Wire Transfer ☐ Other
18. Upon acceptance of this offer, the Earnest Money, if any, will be deposited with: ☐ Escrow Company ☐ Broker's Trust Account.
19. **IF THIS IS AN ALL CASH SALE:** A Letter of Credit or a source of funds from a financial institution documenting the availability of
20. funds to close escrow is attached hereto.
- 1d. 21. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
22. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing
23. documents, and perform all other acts necessary in sufficient time to allow COE to occur on
24. MONTH _____ DAY _____, 20____ ("COE Date"). If Escrow Company or recorder's office is closed on the COE Date,
25. COE shall occur on the next day that both are open for business.
26. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
27. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds to
28. Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on the COE Date.
29. Buyer acknowledges that failure to pay the required closing funds by the scheduled COE, if not cured after a cure notice is delivered
30. pursuant to Section 7a, shall be construed as a material breach of this Contract and the Earnest Money shall be subject to forfeiture.
31. All funds are to be in U.S. currency.
- 1e. 32. **Possession:** Seller shall deliver possession, occupancy, existing keys and/or means to operate all locks, mailbox, security
33. system/alarms, and all common area facilities to Buyer at COE or ☐ _____.
34. Broker(s) recommend that the parties seek independent counsel from insurance, legal, tax, and accounting professionals regarding
35. the risks of pre-possession or post-possession of the Premises.
- 1f. 36. **Addenda Incorporated:** ☐ Additional Clause ☐ Buyer Contingency ☐ Domestic Water Well ☐ H.O.A.
37. ☐ Lead-Based Paint Disclosure ☐ Loan Assumption ☐ On-site Wastewater Treatment Facility ☐ Seller Financing ☐ Short Sale
38. ☐ Solar Lease / Solar Loan Assumption Addendum ☐ Other: _____

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SELLER SELLER

<Initials

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BUYER BUYER

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SAMPLE FORMS

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- 1g. 39. **Fixtures and Personal Property:** For purposes of this Contract, fixtures shall mean property attached/affixed to the Premises. 40. Seller agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and 41. property (i.e., remote controls) shall convey in this sale. Including the following:
- | | | |
|---|---|---|
| 42. • built-in appliances, ceiling fans and remotes | • media antennas/satellite dishes (affixed) | • storage sheds |
| 43. • central vacuum, hose, and attachments | • outdoor fountains and lighting | • storm windows and doors |
| 44. • draperies and other window coverings | • outdoor landscaping (i.e., shrubbery, trees and unpotted plants) | • stoves: gas-log, pellet, wood-burning |
| 45. • fireplace equipment (affixed) | • shutters and awnings | • timers (affixed) |
| 46. • floor coverings (affixed) | • smart home devices, access to which shall be transferred (i.e., video doorbell, automated thermostat) | • towel, curtain and drapery rods |
| 47. • free-standing range/oven | • speakers (flush-mounted) | • wall mounted TV brackets and hardware (excluding TVs) |
| 48. • garage door openers and remotes | | • water-misting systems |
| 49. • light fixtures | | • window and door screens, sun shades |
| 50. • mailbox | | |
51. If owned by Seller, the following items also are included in this sale:
- | | | |
|--|--|--|
| 52. • affixed alternate power systems serving the Premises (i.e., solar) | • in-ground pool and spa/hot tub equipment and covers (including any mechanical or other cleaning systems) | • security and/or fire systems and/or alarms |
| 53. | | • water purification systems |
| 54. | | • water softeners |
55. **Additional existing personal property included in this sale (if checked):**
56. ☐ refrigerator (description): _____
57. ☐ washer (description): _____
58. ☐ dryer (description): _____
59. ☐ above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): _____
60. _____
61. ☐ other personal property not otherwise addressed (description): _____
62. ☐ other personal property not otherwise addressed (description): _____
63. **Additional existing personal property included shall not be considered part of the Premises and shall be transferred with no 64. monetary value, and free and clear of all liens or encumbrances.**
65. Leased items shall **NOT** be included in this sale. Seller shall deliver notice of all leased items within three (3) days after Contract 66. acceptance. Buyer shall provide notice of any leased items disapproved within the Inspection Period or five (5) days after receipt of 67. the notice, whichever is later.
68. **IF THIS IS AN ALL CASH SALE:** Section 2 does not apply - go to Section 3.

2. FINANCING

- 2a. 69. **Pre-Qualification:** An AAR Pre-Qualification Form *is* attached hereto and incorporated herein by reference.
- 2b. 70. **Loan Contingency:** Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval without Prior to 71. Document ("PTD") conditions no later than three (3) days prior to the COE Date for the loan described in the AAR Loan Status 72. Update ("LSU") form or the AAR Pre-Qualification Form, whichever is delivered later. **No later than three (3) days prior to the 73. COE Date, Buyer shall either: (i) sign all loan documents; or (ii) deliver to Seller or Escrow Company notice of loan 74. approval without PTD conditions AND date(s) of receipt of Closing Disclosure(s) from Lender; or (iii) deliver to Seller or 75. Escrow Company notice of inability to obtain loan approval without PTD conditions.**
- 2c. 76. **Unfulfilled Loan Contingency:** This Contract shall be cancelled and Buyer shall be entitled to a return of the Earnest Money if 77. after diligent and good faith effort, Buyer is unable to obtain loan approval without PTD conditions and delivers notice of inability 78. to obtain loan approval no later than three (3) days prior to the COE Date. If Buyer fails to deliver such notice, Seller may issue a 79. cure notice to Buyer as required by Section 7a and, in the event of Buyer's breach, Seller shall be entitled to the Earnest Money 80. pursuant to Section 7b. If, prior to expiration of any Cure Period, Buyer delivers notice of inability to obtain loan approval, Buyer 81. shall be entitled to a return of the Earnest Money. Buyer acknowledges that prepaid items paid separately from the Earnest Money 82. are not refundable.
- 2d. 83. **Interest Rate / Necessary Funds:** Buyer agrees that (i) the inability to obtain loan approval due to the failure to lock the interest 84. rate and "points" by separate written agreement with the lender; or (ii) the failure to have the down payment or other funds 85. due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not an unfulfilled loan 86. contingency.
- 2e. 87. **Loan Status Update:** Buyer shall deliver to Seller the LSU, with at a minimum lines 1-40 completed, describing the current status 88. of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to provide an updated LSU to 89. Broker(s) and Seller upon request.

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

3. TITLE AND ESCROW

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

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SELLER SELLER

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BUYER BUYER

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- 3d. 133. Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of 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. 143. Tax Prorations:** Real property taxes payable by Seller shall be prorated to COE based upon the latest tax information available.
- 3f. 144. 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. 149. 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. 152. 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. 154. 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. 157. 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. 162. 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. 167. 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.
173. ☐ LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk assessments or inspections during Inspection Period.
175. ☐ 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.
179. 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.
181. If Premises were constructed prior to 1978, **(BUYER'S INITIALS REQUIRED)** _____ BUYER _____ BUYER
182. If Premises were constructed in 1978 or later, **(BUYER'S INITIALS REQUIRED)** _____ BUYER _____ BUYER

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SAMPLE FORMS

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

5. WARRANTIES

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

6. DUE DILIGENCE

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

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6e. 237. **Insurance: IF HOMEOWNER'S INSURANCE IS A MATERIAL MATTER TO BUYER, BUYER SHALL APPLY FOR AND**
238. **OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER'S INSURANCE FOR THE**
239. **PREMISES FROM BUYER'S INSURANCE COMPANY DURING THE INSPECTION PERIOD.** Buyer understands that any
240. homeowner's, fire, casualty, flood or other insurance desired by Buyer or required by lender should be in place at COE.

6f. 241. **Sewer or On-site Wastewater Treatment System:** The Premises are connected to a:

242. ☐ sewer system ☐ conventional septic system ☐ alternative system

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

244. **PERIOD.** If the Premises are served by a conventional septic or alternative system, the AAR On-site Wastewater Treatment Facility
245. Addendum is incorporated herein by reference.

246.

(BUYER'S INITIALS REQUIRED)

BUYER BUYER

6g. 247. **Swimming Pool Barrier Regulations:** During the Inspection Period, Buyer agrees to investigate all applicable state, county, and
248. municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to
249. occupying the Premises, unless otherwise agreed in writing. If the Premises contains a Swimming Pool, Buyer acknowledges receipt
250. of the Arizona Department of Health Services approved private pool safety notice.

251.

(BUYER'S INITIALS REQUIRED)

BUYER BUYER

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

259.

(BUYER'S INITIALS REQUIRED)

BUYER BUYER

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

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

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

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

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

273. **OR**

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

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

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

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

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

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

>>

SELLER SELLER

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BUYER BUYER

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8. ADDITIONAL TERMS AND CONDITIONS

8a. 344. _____
345. _____
346. _____
347. _____
348. _____
349. _____
350. _____
351. _____
352. _____
353. _____
354. _____
355. _____
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378. _____
379. _____
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381. _____
382. _____
383. _____
384. _____
385. _____
386. _____
387. _____
388. _____
389. _____

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SELLER	SELLER
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BUYER	BUYER
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- 8b. 390. **Risk of Loss:** If there is any loss or damage to the Premises between the date of Contract acceptance and COE or possession, 391. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller, provided, 392. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or 393. Buyer may elect to cancel the Contract.
- 8c. 394. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 8d. 395. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 8e. 396. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations described 397. herein.
- 8f. 398. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by 399. separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. 400. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer 401. is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE 402. SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR 403. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN BROKER AND CLIENT.
- 8g. 404. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. 405. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and in any 406. number of counterparts, which shall become effective upon delivery as provided for herein, except that the Disclosure of Information 407. on Lead-Based Paint and Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be deemed to 408. constitute one instrument, and each counterpart shall be deemed an original.
- 8h. 409. **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 410. end at 11:59 p.m.
- 8i. 411. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from 412. 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 413. date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts that 414. 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 415. the act must be performed by 11:59 p.m. on Monday).
- 8j. 416. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 417. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing signed 418. by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
- 8k. 419. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that 420. any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 421. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering 422. notice stating the reason for cancellation to the other party or to Escrow Company. Cancellation shall become effective immediately 423. upon delivery of the cancellation notice.
- 8m. 424. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing 425. and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email 426. addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in Section 427. 8q, to Seller as indicated in Section 9a and to Escrow Company indicated in Section 3a.
- 8n. 428. **Release of Broker(s):** Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this 429. transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, 430. boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, 431. governmental regulations, insurance, price and terms of sale, return on investment or any other matter relating to the value 432. or condition of the Premises. The parties understand and agree that Broker(s) do not provide advice on property as an 433. investment and are not qualified to provide financial, legal, or tax advice regarding this real estate transaction.
434. **(SELLER'S INITIALS REQUIRED)** _____ **(BUYER'S INITIALS REQUIRED)** _____
SELLER SELLER BUYER BUYER
- 8o. 435. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered 436. in person, by mail, facsimile or electronically, and received by Broker named in Section 8q
437. by _____, _____ at _____ a.m./p.m., Mountain Standard Time.
438. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this
439. date and time, this offer shall be deemed withdrawn and Buyer's Earnest Money shall be returned.
- 8p. 440. THIS CONTRACT CONTAINS TEN (10) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE
441. THAT YOU HAVE RECEIVED AND READ ALL TEN (10) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND
442. ATTACHMENTS.

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SELLER	BUYER

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8q. 443. Broker on behalf of Buyer:

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

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

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

8s. 451. 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.

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

9. SELLER ACCEPTANCE

9a. 457. Broker on behalf of Seller:

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

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

464. ☐ Seller; or ☐ both Buyer and Seller

9c. 465. 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.

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

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

473. ☐ OFFER REJECTED BY SELLER: _____, 20____
MONTH DAY YEAR (SELLER'S INITIALS)

For Broker Use Only:

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

SAMPLE FORMS

PRE-QUALIFICATION FORM

Document updated:
February 2017



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



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

PRE-QUALIFICATION INFORMATION

1. **Purpose:** This Pre-Qualification Form is to be used in conjunction with an AAR Residential Resale Real Estate Purchase Contract or
2. Vacant Land/Lot Purchase Contract ("Contract").
3. ☐ Buyer **HAS NOT** consulted with a lender. (If Buyer marks the box on line 3, Buyer is to complete only lines 4 and 5.)
4.

PRINT BUYER'S NAME

PRINT BUYER'S NAME
5.

^ BUYER'S SIGNATURE

MO/DA/YR

^ BUYER'S SIGNATURE

MO/DA/YR
6. ☐ Lender indicated on lines 36 and 37 has consulted with _____ ("Buyer") and submits the following:
7. **Buyer is:** ☐ Married ☐ Unmarried ☐ Legally Separated
8. **Buyer:** ☐ is ☐ is not relying on the sale or lease of a property to qualify for this loan.
9. **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.)
10. **Buyer:** ☐ is ☐ is not relying on down payment assistance to qualify for this loan.
11. **Type of Loan:** ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☐ Other: _____
12. **Occupancy Type:** ☐ Primary ☐ Secondary ☐ Non-Owner Occupied
13. **Property Type:** ☐ Single Family Residence ☐ Condominium ☐ Planned Unit Development ☐ Manufactured Home
14. ☐ Mobile Home ☐ Vacant Land/Lot ☐ Other: _____
15.

YES NO N/A

YES NO N/A
16.

YES NO N/A

YES NO N/A
17. ☐ Lender provided Buyer with the HUD form "For Your Protection: Get a Home Inspection" (FHA loans only).
18. ☐ Lender completed a verbal discussion with Buyer including a discussion of income, assets and debts.
19. ☐ Lender obtained a Tri-Merged Residential Credit Report.
20. **Based on the information provided, Buyer can pre-qualify for a loan amount of:** \$ _____, assuming a monthly principal
21. and interest loan payment of \$ _____, **provided that the total monthly payment** (which includes principal, interest, mortgage
22. insurance, property taxes, insurance, HOA fees, and flood insurance, if applicable) **does not exceed:** \$ _____
23. **Interest rate not to exceed:** _____%, ☐ Fixed Interest Rate ☐ Adjustable Interest Rate ☐ Pre-Payment Penalty
24. **Initial Documentation Received:** Lender received the following information from Buyer (additional documentation may be requested):
25.

YES NO N/A

YES NO N/A
26.

YES NO N/A

YES NO N/A
27.

YES NO N/A

YES NO N/A
28.

YES NO N/A

YES NO N/A
29. Additional comments: _____
30. Buyer has instructed, and Lender agrees to provide loan status updates on the AAR Loan Status Update form to Seller and Broker(s)
31. within ten (10) days of Contract acceptance pursuant to Section 2e of the Contract and upon request thereafter.
32. **LENDER INFORMATION**
33. The Lender identified below has prepared the information listed above with Buyer(s) and has completed the above action points noted.
34. This information does not constitute loan approval. All information provided must be approved by an underwriter, and any material change
35. in Buyer's credit or financial profile will render this pre-qualification null and void.
36. The above pre-qualification expires on: _____
37. **Lender:** _____
38.

COMPANY

ARIZONA LICENSE #

NMLS #
39.

LOAN OFFICER

ARIZONA LICENSE #

NMLS #
40.

ADDRESS

CITY

STATE

ZIP
41.

EMAIL

PHONE

FAX
42.

^ LOAN OFFICER'S SIGNATURE

MO/DA/YR

^ LOAN OFFICER'S SIGNATURE

MO/DA/YR
43. **Buyer acknowledges receipt of a copy hereof and grants permission to Broker to submit this Pre-Qualification Form with Contract.**
44.

^ BUYER'S SIGNATURE

MO/DA/YR

^ BUYER'S SIGNATURE

MO/DA/YR

SAMPLE FORMS

LOAN STATUS UPDATE (LSU)

Document updated:
February 2017



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1. Pursuant to Section 2e of the Contract, Buyer shall deliver to Seller the AAR Loan Status Update ("LSU") describing the current
2. status of Buyer's proposed loan within ten (10) days after Contract acceptance and hereby instructs lender to provide an updated
3. LSU to Broker(s) and Seller upon request. "Lender" is indicated on lines 4 and 5.

4. **Lender:** _____ ARIZONA LICENSE # _____ NMLS # _____
COMPANY

5. _____ ARIZONA LICENSE # _____ NMLS # _____
LOAN OFFICER

6. _____ CITY _____ STATE _____ ZIP _____
ADDRESS

7. _____ PHONE _____ FAX _____
EMAIL

8. Close of Escrow Date: _____

9. Buyer(s): _____

10. Seller(s): _____

11. Premises/Property Address or Assessor's #(s): _____

12. City: _____, AZ ZIP Code: _____

PRE-QUALIFICATION INFORMATION

13. Buyer is: ☐ Married ☐ Unmarried ☐ Legally Separated
14. Buyer: ☐ is ☐ is not relying on the sale or lease of a property to qualify for this loan.
15. Buyer: ☐ is ☐ is not relying on Seller Concessions for Buyer's loan costs, impounds, Title/Escrow Company
16. costs, recording fees, and, if applicable, VA loan costs not permitted to be paid by Buyer. (Note: The amount that Seller agrees to
17. contribute, if any, shall be established in the Contract.)
18. Buyer: ☐ is ☐ is not relying on down payment assistance to qualify for this loan.
19. Type of Loan: ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☐ Other: _____
20. Occupancy Type: ☐ Primary ☐ Secondary ☐ Non-Owner Occupied
21. Property Type: ☐ Single Family Residence ☐ Condominium ☐ Planned Unit Development ☐ Manufactured Home
22. ☐ Mobile Home ☐ Vacant Land/Lot ☐ Other: _____

- | | YES | NO | N/A | |
|-----|--------------------------|--------------------------|--------------------------|--|
| 23. | ☐ | ☐ | ☐ | Lender has provided Buyer with the HUD form "For Your Protection: Get a Home Inspection" (FHA loans only). |
| 24. | ☐ | ☐ | ☐ | Lender has completed a verbal discussion with Buyer including a discussion of income, assets and debts. |
| 25. | ☐ | ☐ | ☐ | Lender has obtained a Tri-Merged Residential Credit Report. |

26. Based on the information provided, Buyer can pre-qualify for a loan amount of: \$ _____,
27. assuming a monthly principal and interest loan payment of \$ _____, provided that the total monthly
28. payment (which includes principal, interest, mortgage insurance, property taxes, insurance, HOA fees, and flood insurance,
29. if applicable) does not exceed: \$ _____
30. Interest rate not to exceed: _____%, ☐ Fixed Interest Rate ☐ Adjustable Interest Rate ☐ Pre-Payment Penalty
31. Initial Documentation Received: Lender received the following information from Buyer (Additional documentation may be requested.):

	YES	NO	N/A		YES	NO	N/A	
32.	☐	☐	☐	Paystubs	☐	☐	☐	Down Payment/Reserves Documentation
33.	☐	☐	☐	W-2s	☐	☐	☐	Gift Documentation
34.	☐	☐	☐	Personal Tax Returns	☐	☐	☐	Credit/Liability Documentation
35.	☐	☐	☐	Corporate Tax Returns	☐	☐	☐	Other: _____

36. Additional comments: _____
37. Buyer has instructed, and Lender agrees to provide loan status updates on this AAR Loan Status Update form to Seller and Broker(s)
38. within ten (10) days of Contract acceptance pursuant to Section 2e of the Contract and upon request thereafter.
39. Buyer commits to work with the above referenced Lender on the terms described herein. Buyer acknowledges receipt of a copy hereof.

40. ^ BUYER'S SIGNATURE _____ MO/DA/YR ^ BUYER'S SIGNATURE _____ MO/DA/YR >>

SAMPLE FORMS

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Loan Status Update (LSU) >>

Premises/Property Address or Assessor's #(s): _____

DOCUMENTATION

	YES	NO		DATE COMPLETED	LENDER INITIALS
41.	☐	☐	Lender received the Contract and all Addenda	__/__/__	_____
42.	☐	☐	Lender received Buyer's name, income, social security number, Premises address,		
43.			estimate of value of the Premises, and mortgage loan amount sought	__/__/__	_____
44.	☐	☐	Lender sent Loan Estimate	__/__/__	_____
45.	☐	☐	Buyer indicated to Lender an intent to proceed with the transaction after having		
46.			received the Loan Estimate	__/__/__	_____
47.	☐	☐	Lender received a signed Form 1003 and Lender disclosures	__/__/__	_____
48.	☐	☐	Payment for the appraisal has been received	__/__/__	_____
49.	☐	☐	Lender ordered the appraisal	__/__/__	_____
50.	☐	☐	Lender identified down payment source	__/__/__	_____
51.	☐	☐	Lender received and reviewed the Title Commitment	__/__/__	_____
52.	☐	☐	Buyer locked the loan program and financing terms, including interest rate and points	__/__/__	_____
53.	☐	☐	Lock expiration date _____		
54.	☐	☐	Lender received the Initial Documentation listed on lines 32-35	__/__/__	_____
55.	☐	☐	Appraisal received	__/__/__	_____
56.	☐	☐	Premises/Property appraised for at least the purchase price	__/__/__	_____
57.	☐	☐	Closing Disclosure provided to Buyer	__/__/__	_____
58.	☐	☐	Closing Disclosure received by Buyer	__/__/__	_____

UNDERWRITING AND APPROVAL

59.	☐	☐	Lender submitted the loan package to the Underwriter	__/__/__	_____
60.	☐	☐	Lender obtained loan approval with Prior to Document ("PTD") Conditions	__/__/__	_____
61.	☐	☐	Appraisal conditions have been met	__/__/__	_____
62.	☐	☐	Buyer has loan approval without PTD Conditions	__/__/__	_____

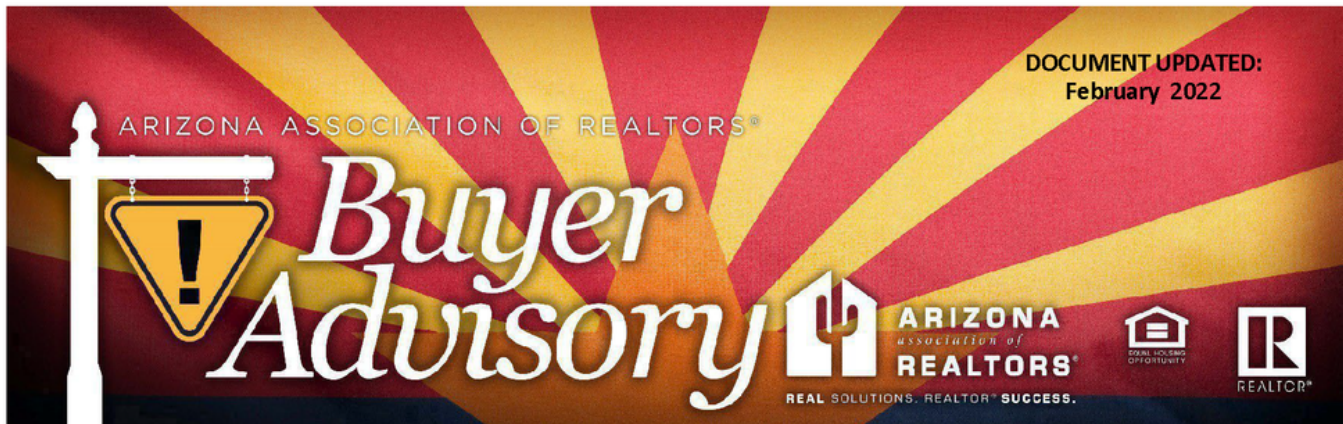
CLOSING

63.	☐	☐	Lender ordered the Closing Loan Documents and Instructions	__/__/__	_____
64.	☐	☐	Lender received signed Closing Loan Documents from all parties	__/__/__	_____
65.	☐	☐	All Lender Quality Control Reviews have been completed	__/__/__	_____
66.	☐	☐	All Prior to Funding ("PTF") Conditions have been met and Buyer has obtained		
67.			loan approval without conditions	__/__/__	_____
68.	☐	☐	Funds have been ordered	__/__/__	_____
69.	☐	☐	All funds have been received by Escrow Company	__/__/__	_____

70. Close of escrow occurs when the deed has been recorded at the appropriate county recorder's office.

71. ^ LOAN OFFICER'S SIGNATURE _____ MO/DA/YR _____

SAMPLE FORMS



DOCUMENT UPDATED:
February 2022

A Resource for Real Estate Consumers

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

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

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

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

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

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

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

Reminder:

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

Please Note:

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

SAMPLE FORMS



A Resource for Real Estate Consumers Provided by the
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Section 1

COMMON DOCUMENTS A BUYER SHOULD REVIEW

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

1 Purchase Contract

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

<http://bit.ly/38XEynI>

(AAR Sample Residential Resale Purchase Contract)

Contingency Waivers

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

2 MLS Printout

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

3 The Subdivision Disclosure Report (Public Report)

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

become outdated, subsequent buyers can also benefit from reviewing the Public Report. Public Reports dating from January 1, 1997, are available on the Arizona Department of Real Estate (ADRE) website.

<https://services.azre.gov/publicdatabase/SearchDevelopments.aspx>
(ADRE Search Developments)

<https://azre.gov/consumers/property-buyers-checklist-home-or-land>
(ADRE Property Buyer's Checklist)

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

4 Seller's Property Disclosure Statement (SPDS)

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

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

<http://bit.ly/2knrN0A> (AAR Sample SPDS)

<https://azre.gov/consumers/property-buyers-checklist-home-or-land> (ADRE Property Buyer's Checklist)

5 Covenants, Conditions and Restrictions (CC&Rs)

The CC&Rs are recorded against the property and generally empower a homeowner's association to control certain aspects of property use within the development. By purchasing a property in such a development, the buyer agrees to be bound by the CC&Rs. The association, the property owners as a whole, and individual property owner can enforce the CC&Rs. It is essential that the buyer review and agree to these restrictions prior to purchasing a property. <http://www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx> (ADRE Property Buyer's Checklist)

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

ADRE ADVISES: "Read the deed restrictions, also called CC&Rs (covenants, conditions and restrictions). You might find some of the CC&Rs are very strict." Buyers should consult legal counsel if uncertain of the application of particular provisions in the CC&Rs.

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6 Homeowners Association (HOA) Governing Documents

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

<http://bit.ly/2ebBSUH> (A.R.S. 33-1260; and <http://bit.ly/2e8dM3> (A.R.S. §33-1806)

<http://bit.ly/1rCa9kd> (ADRE HOA Information)

7 HOA Disclosures

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

<http://bit.ly/2ebBSUH> (A.R.S. 33-1260); and <http://bit.ly/2e8dM3> (A.R.S. 33-1806)

8 Community Facilities District

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

CFDs are most commonly found on the property's detailed property tax statement from the County Tax Assessor. The local municipality or county can also be a source of CFD information.

9 Title Report or Title Commitment

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

<https://www.homedclosing101.org/> (American Land Title Association)

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

10 Loan Information and Documents

Unless a buyer is paying cash, the buyer must qualify for a loan in order to complete the purchase. A buyer should complete a loan application with a lender before making an offer on a property if at all possible and, if not, immediately after making an offer. It will be the buyer's responsibility to deposit any down payment and ensure that the buyer's lender deposits the remainder of the purchase price into escrow prior to the close of escrow date. Therefore, make sure you get all requested documentation to your lender as soon as possible.

<https://www.consumerfinance.gov/owning-a-home/> (Buying a house: Tools & Resources for Homebuyers)

https://www.hud.gov/topics/buying_a_home (HUD.gov)

11 Home Warranty Policy

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

SAMPLE FORMS



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12 Affidavit of Disclosure

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

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

{AAR Sample Affidavit of Disclosure}

13 Lead-Based Paint Disclosure Form

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

<http://bit.ly/2O4pL4A> {AAR Sample Form}

<https://bit.ly/3uzq5Kb> {ADRE Lead Based Paint Information}

14 Professional Inspection Report

The importance of having a property inspected by a professional inspector cannot be over-emphasized. An inspection is a visual physical examination, performed for a fee, designed to identify material defects in the property. The inspector will generally provide the buyer with a report detailing information about the property's condition. The buyer should carefully review this report with the inspector and ask the inspector about any item of concern. Pay attention to the scope of the inspection and any portions of the property excluded from the inspection.

[Home | American Society of Home Inspectors, ASHI](#)
{ASHI Home Buyer's Guide}

15 County Assessors/Tax Records

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

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

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

Graham:
<http://bit.ly/2IGz2ZQ>

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

Mohave:
<https://bit.ly/2Y8QH9g>

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

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

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

Cochise:
<http://bit.ly/1eUS7ok>

Gila:
<http://bit.ly/Yq3bV9>

Greenlee:
<http://bit.ly/2SCTZu6>

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

Navajo:
<http://bit.ly/1pWxeVA>

Pinal:
<http://www.pinalcountyaz.gov/Assessor/Pages/home.aspx>

Yavapai:
[Assessor's Office Home](#)
(yavapiaz.gov)

16 Termites and Other Wood Destroying Insects and Organisms

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

[Termites | Arizona Department of Agriculture \(az.gov\)](#)
{AZDA-Termite Information}

<http://bit.ly/2GiGIIR> {AZDA-Wood Destroying Insect Inspection Reports}

<https://tarf.azda.gov/> {AZDA-Search for Termite Reports}

17 Foreign Investment in Real Property Tax Act (FIRPTA)

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

<https://bit.ly/3w1OGsF> {I.R.S. FIRPTA Definitions}

<https://www.irs.gov/individuals/international-taxpayers/firpta-withholding> {I.R.S. FIRPTA Information}

<https://www.irsvideos.gov/individual/education/FIRPTA>
{I.R.S. FIRPTA Video}

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Section 2

COMMON PHYSICAL CONDITIONS IN THE PROPERTY A BUYER SHOULD INVESTIGATE

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

1 Repairs, Remodeling and New Construction

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

USE OF LICENSED CONTRACTORS

A contractor's license is required for work performed on a property unless the aggregate contract price, including labor and material, is less than \$1,000, the work performed is of a "casual or minor nature," and no building permit is required.

An unlicensed property owner may also perform work themselves if the property is intended for occupancy solely by the owner. If, however, the property is listed or offered for sale or rent within one year of the completed work, it is considered prima facie evidence that the owner performed the work for purposes of sale or rent.

Owners of property who are acting as developers, who improve structures or appurtenances to structures on their property for the purpose of sale or rent, and who contract with a licensed general contractor must identify the licensed contractors' names and license numbers in all sales documents.

<https://roc.az.gov/before-hire> (Before you Hire a Contractor—Tips)
www.greaterphoenixrai.org (National Association of Remodeling Industry—Greater Phoenix Chapter)
<https://www.narofsouthernarizona.com/page-319328> (National Association of Remodeling Industry—Southern Association)
<https://apps.secure.phoenix.gov/PDD/Search/Permits> (City of Phoenix—Building Permit Records)
<https://www.tucsonaz.gov/PRO/pdsd/> (City of Tucson—Building Permit Records)

2 Square Footage

Square footage on the MLS printout or as listed by the county assessor's records is often only an estimate and generally should not be relied upon for the exact square

footage in a property. An appraiser or architect can measure the property's size to verify the square footage. If the square footage is important, you should have it confirmed by one of these experts during the inspection period in a resale transaction and prior to executing a contract on a new home transaction.

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

3 Roof

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

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

4 Swimming Pools and Spas

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

[Pool Barrier Laws & Information | Arizona Association of REALTORS® \(azraonline.com\)](http://www.azraonline.com) (AAR-Pool Barrier Laws & Information-Updated August 2020)
[36-1681 - Pool enclosures; requirements; exceptions; enforcement \(azleg.gov\)](https://azleg.gov) (A.R.S. 36-1681 Swimming Pool Enclosures)

5 Septic and Other On-Site Wastewater Treatment Facilities

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

[Notice of Transfer and Inspection | On-site Wastewater | ADEQ Arizona Department of Environmental Quality \(azdeg.gov\)](#) (ADEQ – AZ Statewide Inspection Program)
<http://az.gov/app/own/home.xhtml> (File a Notice of Transfer Online)

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6 SEWER

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

7 Water/Well Issues

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

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

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

For information regarding water uses and watersheds affected by these adjudications, and the forms upon sale of the property, visit the Department of Water Resources online.

[Adjudications Overview | Arizona Department of Water Resources \(azwater.gov\)](#) (Department of Water Resources—Adjudications)

Additionally, the Verde Valley Water Users assists members in matters pertaining to the Gila River System Adjudication.

[About VVWU, Inc. | Verde Valley Water Users, Inc.](#) (Verde Valley Water User's Association)

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

www.cagrd.com
(Central Arizona Ground Water Replenishment District)

8 Soil Problems

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

Other areas are subject to fissure, subsidence and other soil conditions. Properties built on such

soils may experience significant movement causing a major problem.

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

<https://azre.gov/PublicInfo/Fissures>
(ADRE – Overview of Arizona Soils)

<https://bit.ly/3rTzD2O>
(Problem Soils AZGS)

<http://bit.ly/2MpcKNU>
(Shrink/Swell Potential & FAQs)

<http://bit.ly/2yfrVHR>
(Information on Land Subsidence & Earth Fissures)
www.btr.state.az.us
(State Certified Engineers & Firms)

9 Previous Fire/Flood

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

10 Pests

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

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

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

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

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

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

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<http://bit.ly/32y89l6> (Information on Scorpions)

[Bed Bugs | Arizona Department of Agriculture \(az.gov\)](#) (Bed Bugs)

Bed bugs: Get them Out and Keep them Out

<http://www.maricopa.gov/FAQ.aspx?ID=104> (Maricopa County – Roof Rats)

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

<https://agriculture.az.gov/pestspest-control/agriculture> (Bark Beetle Information)

11 Endangered & Threatened Species

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

<https://www.fws.gov/southwest/es/Arizona/> (Arizona Ecological Services) (Arizona Endangered Species)
[Endangered Species | Map | State Story \(fws.gov\)](#) (U.S. Fish & Wildlife Service – Endangered Species Arizona)

12 Death and Felonies on the Properties

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

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

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

13 Indoor Environmental Concerns

Attention has been given to the possible health effects of mold in homes, apartments and commercial buildings. Certain types of molds may cause health problems in some people while triggering only common allergic responses in others.

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

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

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

<https://www.epa.gov/indoor-air-quality-iaq>

(EPA-Indoor Air Quality)

<https://www.epa.gov/mold> (EPA-Mold)

<https://www.cdc.gov/mold/> (CDC-Mold Information)

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

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

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

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

bit.ly/2kRk7im (Drywall Information Center)

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

<http://bit.ly/2t1CAPq> (Carbon Monoxide Infographic)

<http://www2.epa.gov/asbestos> (Asbestos Information)

<http://bit.ly/2qUzcSt> (Voluntary Guidelines-

Methamphetamine & Fentanyl Laboratory Cleanup)

[Formaldehyde | USEPA](#) (EPA Formaldehyde)

14 Property Boundaries

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

<https://btr.az.gov/arizona-professional-land-surveyors-apls> (AZ BTR Land Surveyors)

<http://www.azpls.org/> (Professional Land Surveyors)

SAMPLE FORMS



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15 Flood Insurance/Flood Plain Status

Your mortgage lender may require you to purchase flood insurance in connection with your purchase of the property. The National Flood Insurance Program provides for the availability of flood insurance and established flood insurance policy premiums based on the risk of flooding in the area where properties are located. Changes to the federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future, may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on the property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of the property, you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchase of the property, and other matters related to the purchase of flood insurance for the property. If community floodplain information is not available for a specific property, and in order to obtain flood insurance, it may be necessary to have an elevation survey and obtain an elevation certificate. This is necessary to determine a property's insurability and premium rate. You may also wish to contact the Federal Emergency Management Agency (FEMA) for

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

[National Flood Insurance Program](#) (FEMA)

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

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

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

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

Other Arizona Counties: Consult County Websites.

16 Insurance (Claims History)

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

<https://content.naic.org/consumer.htm> (Helping You Navigate Insurance and Make Better Informed Decisions)

17 Other Property Conditions

Plumbing: Check functionality.

Cooling/Heating: Make sure the cooling and heating systems are adequate. If it is important to you, hire a qualified heating/cooling inspector. <https://www.epa.gov/ods-phaseout> (Phaseout of Ozone-Depleting Substances -ODS)

Electrical Systems: Check for functionality and safety.

Section 3

CONDITIONS AFFECTING THE AREA SURROUNDING THE PROPERTY THE BUYER SHOULD INVESTIGATE

Every property is unique; therefore, important conditions vary.

Environmental Concerns

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

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

<http://www.azdeq.gov/> (ADEQ)

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

<https://azdeq.gov/WildfireSupport> (Wildfire Information)

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1 Environmentally Sensitive Land Ordinance

Approximately two-thirds of the City of Scottsdale is affected by the Environmentally Sensitive Land Ordinance (ESLO), which requires some areas on private property be retained in their natural state and designated as National Area OpenSpace (NAOS).

<http://www.scottsdaleaz.gov/codes/eslo>
{Environmentally Sensitive Lands Overlay –ESL}
<http://www.scottsdaleaz.gov/codes/eslo> {Natural Area OpenSpace}

2 Electromagnetic Fields

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

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

3 Superfund Sites

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

www.azdeq.gov/emap {ADEQ-Maps}
www.epa.gov/superfund {EPA}

4 Freeway Construction and Traffic Conditions

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

<https://azdot.gov/> {ADOT}
<https://azdot.gov/projects> {ADOT State Wide Projects}
<https://az511.com> {ADOT Road Conditions}

5 Crime Statistics

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

<https://communitycrimemap.com/> {Crime Statistics - All Arizona Cities}

6 Sex Offenders

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

<https://www.azdps.gov/services/public/offender>
{Registered Sex Offender and Community Notification}
<https://www.nsopw.gov/>
{National Sex Offender Public Site}

7 Forested Areas

Life in a forested area has unique benefits and concerns. Contact county/city fire authority for more information on issues particular to a community.

<https://dflm.az.gov/fire/prevention/firewise>
{Arizona FireWise Communities}
<https://www.nfpa.org/Public-Education/By-topic/Wildfire/Firewise-USA>
{Public Education/Fire Wise USA}

8 Military and Public Airports

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

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

<https://azre.gov/military-airports>
{ADRE - Maps of Military Airports & Boundaries}

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<http://azre.gov/public-airports>

{ADRE - Maps of Public Airports & Boundaries}

<https://www.skyharbor.com/FlightPaths> (Phoenix Skyharbor Airport - General Information)

9 Zoning/Planning/Neighborhood Services

Information may be found on community websites.

<http://phoenix.gov/business/zoning> (Phoenix)

<http://www.tucsonaz.gov/pdsd/planning-zoning> (Tucson)

10 Schools

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

Visit the Arizona Department of Education website for more information.

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

ADRE ADVISES:

"Call the school district serving the subdivision to determine whether nearby schools' area accepting new students. Some school districts, especially in the northwest of the greater Phoenix area, have placed a cap on enrolment. You may find that your children cannot attend the school nearest you and may even be transported to another community."

www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx (ADRE)

11 City Profile Report

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

<https://www.moving.com/real-estate/compare-cities/> (City Profile Report)

Section 4

OTHER METHODS OF GETTING INFORMATION ABOUT A PROPERTY

Drive Around the Neighborhood

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

Talk to the Neighbors

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

Investigate Your Surroundings

Google Earth is an additional method to investigate the surrounding area: <https://www.google.com/earth/>

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Section 5

RESOURCES

Market Conditions Advisory

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

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

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

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

[Market Conditions Advisory](#) (AAR - Sample Forms)

Fair Housing and Disability Laws

The Fair Housing Act prohibits discrimination in the sale, rental, and financing of dwellings based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with people securing custody of children under the age of 18), and disability.

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

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

Wire Fraud

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

<http://bit.ly/2gQNWms> (FTC & NAR - Protect your mortgage closing from scammers)

<http://bit.ly/2vDDvFk> (CFPB - Buying a home? Watch out for mortgage closing scams)

Additional Information

NATIONAL ASSOCIATION OF REALTORS® (NAR)
<https://www.nar.realtor/>

Ten Step Guide to Buying a Home (Realtor.com)
<http://bit.ly/3pQqXX7>

Home Closing 101
www.homeclosing101.org

Information about Arizona Government, State Agencies and Arizona REALTORS®

Arizona Department of Real Estate
Consumer Information
www.azre.gov/InfoFor/Consumers.aspx

Arizona Association of REALTORS®
www.azaronline.com

SAMPLE FORMS



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BUYER ACKNOWLEDGMENT

Buyer acknowledges receipt of all 13 pages of this Advisory.

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

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

^BUYER SIGNATURE

DATE

^BUYER SIGNATURE

DATE



LIFE OF AN ESCROW

Contract Accepted

Open Escrow - Deposit Earnest

Title Search Ordered

Title Commitment Reviewed and approved

Closing Disclosure Accepted
by buyer

Closing Documents Prepared

Sign Loan and Closing Documents

Loan Signed Loan Documents
Approved by Lender

Loan is Funded

Sale Recorded with
Maricopa County

Final Settlement Statement
Delivered

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WAYS TO TAKE TITLE

Community Property

Arizona is a community property state. There is a statutory presumption that all property acquired by husband and wife is community property. Community property is a method of co-ownership for married persons only. Upon the death of one of the spouses, the deceased spouse's interest will pass by either a will or intestate succession.

Joint Tenancy with Right of Survivorship

Joint Tenancy is a method of co-ownership that gives title to the real property to the last survivor. Title to real property can be acquired by two or more individuals. If a married couple acquires title as joint tenants with the right of survivorship, they must specifically accept the joint tenancy to avoid the presumption of community property.

Community Property with Right of Survivorship

This form of property ownership allows a married couple the ability to hold as husband and wife AND provides for succession outside of probate in the event of the death of either spouse. This form of vesting was enacted during the 1995 Legislative Session and became effective retroactive to January 1, 1995.

A.R.S. § 33-431.

Tenancy in Common

A method of co-ownership where parties do not have survivorship rights and each owns a specific undivided interest in the entire title.

Sole and Separate

Real Property owned by a spouse before marriage or any acquired after marriage by gift, devise, descent or specific intent. If a married person acquires title as sole and separate property, his/her spouse must execute a disclaimer deed.

Corporation

Title may be taken in the name of a corporation provided that the corporation is duly formed and in good standing in the state of its incorporation.

General Partnership

Title may be taken in the name of a general partnership duly formed under the laws of the state of the formation of the partnership. A partnership is defined as a voluntary association of two or more persons as co-owners in a business for profit.

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CLOSING COST

Property Taxes

The seller must usually pay property taxes until the last day of ownership.

Homeowner's Insurance

Prior to the close of escrow (COE), the buyer must obtain a homeowner insurance policy that protects the property in case of a natural disaster.

Assessment and Liens

Any assessments or liens on the property (such as tax liens, judgments, etc.) need to be paid or resolved before the close of escrow (COE). This is also the seller's responsibility.

Title Insurance

This extended policy, based on loan amount only, covers unrecorded liens and is required by almost all lenders. The cost is determined from an established rate schedule used by the title company. The financial responsibility for title insurance varies from county to county. In some areas, the buyer is responsible, while the seller bears responsibility in other areas. The buyer and seller may also agree to a 50/50 split.

Escrow Services

Escrow fees vary from \$300-\$1,100, depending on the purchase price of the home. These fees are normally split between the buyers and sellers in the state of Arizona.

Tax Service Fees

A charge of approximately \$75 is made by a tax service company to verify to the lender that the taxes have actually been paid when due, or are due to be paid by the borrower or mortgage company if impounding.

Prepaid Interest

Interest must be paid from the close of escrow (closing date) to 30 days prior to the first regular mortgage payment. An estimate of one month interest should be adequate.

Mortgage Insurance

This insurance is required on all conventional loans greater than 80% the value of the property, and provides coverage for the lender in case of default.

Tax Impounds

If the new loan is going to have an impound account, the lender will require from 2 to 10 months taxes to be deposited, depending on the time of year. If taxes are prorated, the buyer's total charge for taxes should equal about 6 months taxes.

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WHO PAYS THE CLOSING COSTS?

Your contract and any applicable government regulations determine who pays which closing costs. Your professional real estate agent can explain these costs to you.

The Buyer will generally pay:

- Lenders title policy premium, if new loan;
- Escrow fee, one half;
- Document preparation, if applicable;
- Notary fees, if applicable;
- Recording charges for all documents in Buyers names;
- Homeowner's Association transfer fee, one half;
- All new loan charges (except those required by lender for Seller to pay);
- Interest on new loan from date of funding to 30 days prior to first payment date;
- Assumption/change of records fees for takeover of existing loan;
- Beneficiary statement fee for assumption of existing loan;
- Home warranty premium per contract;
- Hazard insurance premium for first year; and
- All pre-paid items, such as interest, or funds for an escrow account

The Seller will generally pay:

- Owner's title insurance premium;
- Real estate agent's commission;
- Escrow fee, one half;
- Any loan fees required by Buyer's lender per contract;
- All loans in Seller's name (unless existing loan balance is being assumed by Buyer);
- Interest accrued on loan being paid off, statement fees, reconveyance fees and any prepayment penalties
- Termite inspection and any termite repairs per contract;
- Home warranty premium per contract;
- Homeowner's Association transfer fee, one half;
- Any judgments, tax liens, etc., against the Seller;
- Recording charges to clear all documents of record against Seller;
- Property taxes: pro-rated to date title is transferred plus any delinquent taxes;
- Any unpaid Homeowner's Association dues
- Any bonds or assessments per contract

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TITLE INSURANCE

Definition

A contract whereby the insurer for a valuable consideration agrees to indemnify the insured in a specified amount against loss through defect of title to real estate wherein the latter has an interest either as purchaser or otherwise.

Purpose

The title insurance services are designed to afford real property owners, lenders and others with interests in real estate, the maximum degree of protection from adverse title claims or risks. The financial assurance offered by a Title Insurance Policy is, of course, the primary aspect of title protection. The policy affords protection both in satisfying valid claims against the title as insured and in defraying the expenses incurred in defending such claims.

Commitment for Title Insurance

The protections offered by a Policy of Title Insurance can only be achieved as a result of a thorough search and examination of the public records affecting title, and, in some instances, an examination of other items such as surveys and the physical inspection of the property. This search is conducted prior to the closing of a transaction and the issuance of a policy. A Commitment for Title Insurance which not only reflects the condition of the title and sets forth requirements which will eliminate the risk of future attacks on the title by reason of defects discovered in it.

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TYPES OF TITLE POLICIES

A.L.T.A. STANDARD COVERAGE OWNER'S POLICY

With this policy the title company insures the purchaser, based upon a search of the public records only, that:

- a. The insured is the record owner of the estate or interest purchased.
- b. There are no recorded defects, liens or encumbrances on the title which the insured was unaware of or which are not shown as an exception from coverage.
- c. There is a right of access to and from the property.
- d. There is marketable title to the property.

However, a standard coverage owner's policy does not insure against items not of record, such as:

- (1) Taxes or assessments not shown on the records of the taxing authority or by the public records.
- (2) Defects which are not shown by the public records but which would be discovered by an inspection of the land or by making inquiry of persons in possession thereof.
- (3) Easements, liens or encumbrances which are not shown by the public records.
- (4) Problems that a correct survey would disclose and which are not shown by the public records.
- (5) Unpatented mining claims, patent reservations and water rights.
- (6) Labor or Mechanics Liens which are not shown by the public records.

A.L.T.A. EXTENDED COVERAGE OWNER'S POLICY

With this policy affords the purchaser the same assurances as "a" through "d" under the Standard Coverage Owner's Policy above; however, this coverage also protects against both matters which are shown by the public records and certain matters which are not disclosed by the public records.

A.L.T.A. PLAIN LANGUAGE RESIDENTIAL OWNER'S POLICY

With this policy, First American Title insures the purchaser of residential real property, to the same extent as the Standard Coverage Owner's Policy. In addition, this policy affords protection against defects which are insured against in the extended coverage policy if that defect interferes with the use of the property for residential purposes. (Removal of boundary walls or fences is not included in the coverage.) Special effort has been made to write this policy in a language which can be easily understood.

A.L.T.A. HOMEOWNER'S POLICY OF TITLE INSURANCE

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With this policy affords the purchaser of residential real property the same coverages as the A.L.T.A. Plain Language Residential Owner's Policy, but adds numerous additional coverages, including protection against certain Post-Policy risks such as forgery and encroachment.

Further, in order to provide the home owner with protection for the increased value of their home, the amount of insurance is increased 10% each of the first five years of the policy.

PLANNING YOUR MOVE

7 Weeks Before Your Move

- Start compiling medical, dental, shot and prescription records.
- Arrange to have school records and veterinarian records transferred.
- Gather copies of legal and financial records.
- Call your insurance agent to see what changes you need to make to your new policy.
- Contact health clubs, organization, and groups to cancel or transfer memberships.

6 Weeks Before Your Move

- Begin purging your home. Separate items into those you will keep, donate or discard.
- Plan a garage sale.
- Start using items that can't be moved such as frozen foods, bleach, and aerosols.

5 Weeks Before Your Move

- Order boxes and moving supplies.
- Begin packing items you don't use often.
- Clearly label each box with its contents and the room it is destined for.

4 Weeks Before Your Move

- Notify utility services of your move (both at your old and new locations):
 - Electric
 - Water
 - Gas
 - Telephone
 - Cell phone
 - Cable/Satellite and internet
 - Sewer
 - Trash Collection
- Make travel arrangements for your pets.
- Put copies of pet medical and immunization records in your move file.

3 Weeks Before Your Move

- Plan how to transport your plants
- Dispose of flammables, corrosives, and poisons.
- Have your automobile serviced.

2 Weeks Before Your Move

- Notify these services/accounts of your move:
 - Auto Finance Company
 - Bank/Credit Union/Finance Companies/Credit Cards
- Notify these government offices of your move:
 - City/County Tax Assessor
 - State Vehicle Registration
 - Social Security Administration
 - State/Federal Tax Bureau (IRS)

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UTILITIES

Electric & Gas			
Salt River Project	602-236-8888	www.srpnet.com	
APS	602-371-7171	www.aps.com	
Southwest Gas	1-877-860-6020	www.swgas.com	
Phone, Internet, & Cable			
Century Link	800-366-8201	www.centurylink.com	
Cox	602-277-1000	www.cox.net	
Direct TV	888-777-2454	www.directv.com	
Dish Network	800-823-4929	www.dishnetwork.com	
AT&T	800-222-0300	www.att.com	
Verizon	877-300-4498	www.verizon.com	
Water Service			
Avondale	623-334-4400	Paradise Valley	480-948-7411
Carefree	480-488-9100	Peoria	623-773-7160
Cave Creek	480-488-1400	Phoenix	602-262-6251
Chandler	480-782-2280	Queen Creek	480-358-3450
Chandler Heights	480-988-2731	San Tan Valley	480-987-9870
Gilbert	480-503-6800	Scottsdale	480-312-2461
Glendale	623-930-3190	Sun City	480-895-2965
Goodyear	623-932-3015	Surprise	623-222-6000
Mesa	480-644-2221	Tempe	480-350-8361

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