



# YOUR AZ DREAM HOME TEAM

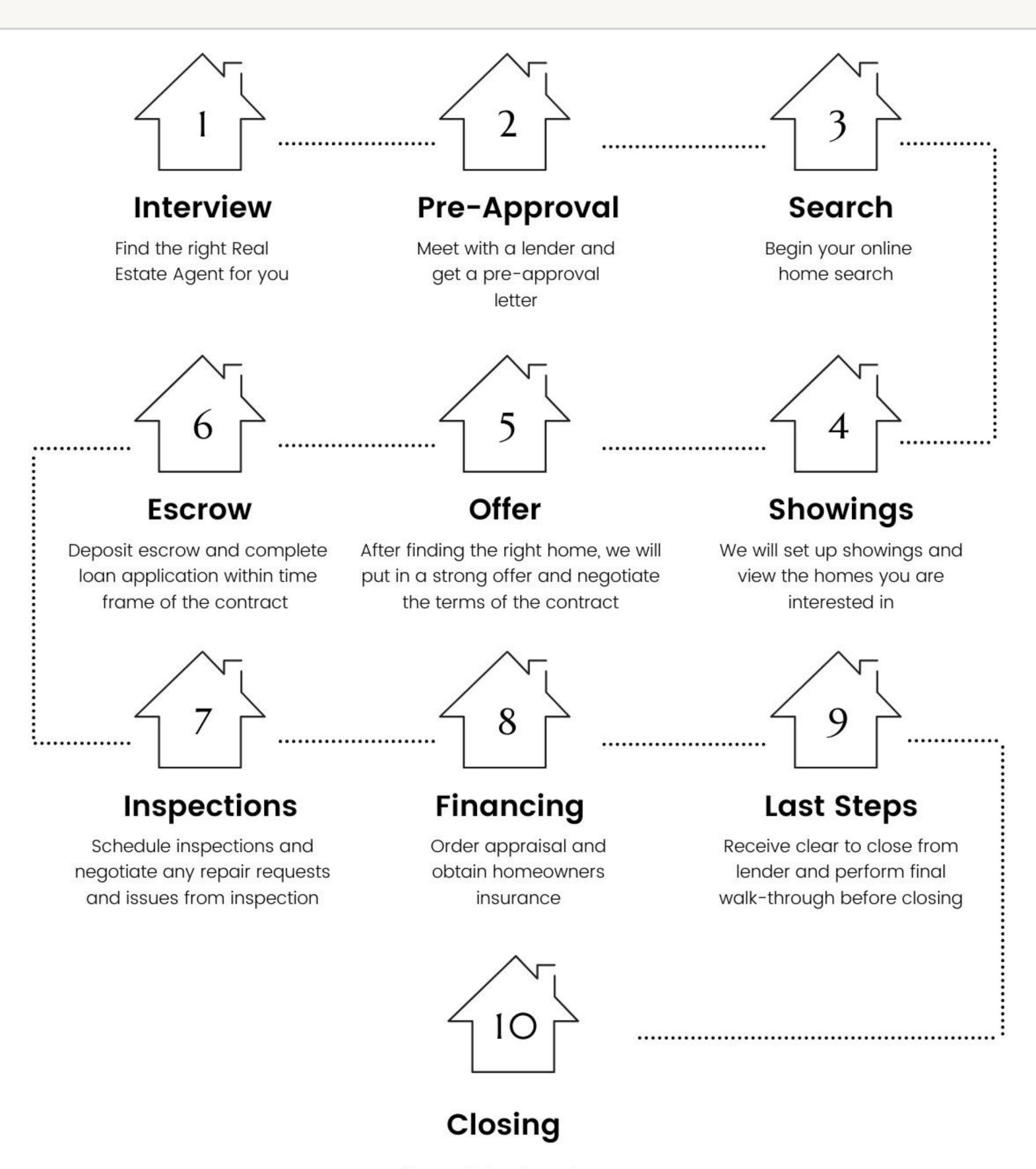
#### WE CAN'T WAIT TO WORK WITH YOU

Welcome to My Home Group, where our real estate passion ensures a smooth journey. Selling with us is more than a transaction; it's a significant life milestone. Our experienced team prioritizes your unique needs, crafting a tailored selling experience using cutting-edge technology.

Fiduciary duties are all the duties that a real estate agent or broker is legally obligated to when working with a client. These duties, which are in the client's best interest, can be summarized by the acronym OLDCAR: obedience, loyalty, disclosure, confidentiality, accounting, and reasonable care.

# OUR PROVEN HOME BUYING ROADMAP

#### THE BUYER ROADMAP OVERVIEW



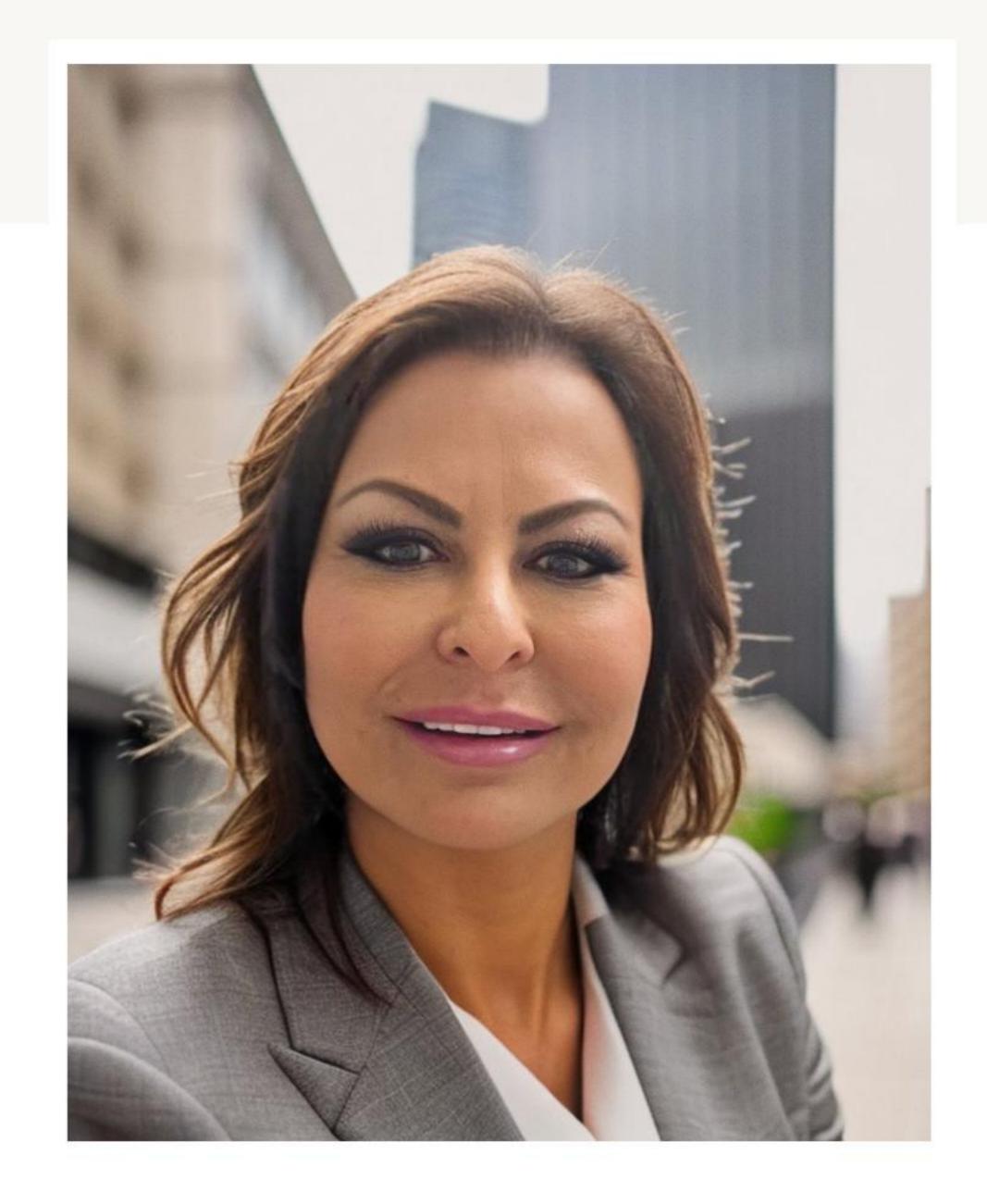
Hooray! Time to get your keys and celebrate buying your home

# "I believe in going above and beyond to provide top tier service & and exceptional client experience."



Sheley Carter is a seasoned agent with over 28 years of experience in the Real Estate Industry. Backed by My Home Group, with her dedication, passion, and expertise she offers superior service tailored to your needs, ensuring a successful and stress-free t transaction. Whether you're a buyer or seller, Sheley's market expertise and negotiation skills make her the top choice for all your real estate needs.

Sheley is a mom to 5 amazing young men, a grandmother of 5, and a dedicated follower of Christ. Her passion for outdoor activities keeps her family on the move, while her culinary skills shine as she experiments with new recipes to the delight of others. Proudly supporting her 2 sons in the military, she volunteers at various events to show her gratitude and appreciation.



623-418-7696 cell



sheleysellsaz@gmail.com



www.sheleysellsaz.com

Sheley Carter

REALTOR®

#### YOUR AZ HOME EXPIERENCE

# THE HOME BUYING TIMELINE

# Our Signature Process

#### Step One

#### Meet with a Professional

Before you even begin the home buying process, we suggest that you sit down with a lender and get preapproved. Together, you will determine the best mortgage type for your situation, as well as how much house you will be able to afford. Be sure to get a pre-approval letter before leaving.

## Step Two

#### Pre-Approval

After you have met with your lender, we can sit down and discuss the type of home you're looking for. We will discuss style, price, location, and any other features that you find important for your home.

#### Step Three

## Search and Showings

Now the fun part! We will set you up on a custom client search that will send you every available home that meets the criteria for your home. From there, We will schedule showings and we will go view the homes that you are interested in.

## Step Four

#### Make an Offer

After finding the right home, we will discuss important factors and criteria needed to submit a strong offer. We will discuss offer price, inspection time period, financial contingencies, etc.

#### Step Five

### Negotiation and Contract

The seller will have the opportunity to accept, reject or counter your offer. We will help you understand all the terms of the contract to decide the best course of action for securing your home on terms that work for you.

#### Step Six

### Due Diligence & Escrow

You will deposit agreed upon earnest money to title company. We will schedule any inspections during the time period negotiated in the contract and any repair requests you would like the seller to make.

## Step Seven

#### Final Details

The mortgage lender will typically order an appraisal to determine the value of the home. We will educate you on your rights as a buyer and will offer you alternative routes to take if the appraisal should come back low in value.

## Step Eight

## The Closing

After your loan has been processed, you will receive the "clear to close" from your lender. We will perform the final walk-through before closing. After you sign the documents and the deed records, it's time to celebrate because your home purchase is now complete!



# UNDERSTANDING R.E.A.D.E.

#### Real Estate Agency Disclosure and Election Guide for Home Buyers

As you embark on the journey of buying a home, it's crucial to understand the dynamics of the relationship with your real estate agent. To ensure clarity and transparency in this process, we are mandated to use the disclosure regarding Real Estate Agency and Election (READE) form before we show homes. This two-page document outlines the various agency relationships in real estate transactions, empowering you to make informed decisions throughout your journey.

#### Here's a breakdown of the READE form and its significance:

#### When is the Disclosure Given to Clients?

- Sellers receive the disclosure paperwork from agent at first meeting.
- Buyers should ideally receive, review, and sign the disclosure before viewing properties. This ensures they understand their agent's responsibilities from the outset.

#### Purpose of this Disclosure:

- The agency disclosure form aims to protect clients by clarifying the nature of the relationship with their real estate agent.
- It outlines the types of agents involved and helps clients discern who is working in their best interests.

#### What does this Disclosure Include?

The form outlines three types of agency:

- 1. Seller's Agent (Listing Agent)
- 2. Buyer's Agent (Selling Agent)
- Dual Agency (Representing Both Seller and Buyer)

#### Seller's Agent:

- Acts in the best interest of the seller.
- Must disclose all material facts about the property.
- While there is no fiduciary towards the buyer, they must act fairly and honestly.

#### **Buyer's Agent:**

- Acts in the best interest of the buyer.
- Review all disclosures and documents to ensure the buyer's best interests are served.
- Fiduciary duty remains towards the buyer, despite possible compensation from the seller.

#### **Dual Agency:**

- Represents both the buyer and seller in the same transaction.
- Requires knowledge and consent from both parties.
- Agent must uphold fiduciary obligations to both parties, with loyalty slightly diminished.

At My Home Group, we prioritize transparency and client advocacy. We take the READE form and our duty to our clients very seriously, ensuring that you have a clear understanding of your rights and our responsibilities.

#### REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated: August 2024

#### This document is not an employment agreement



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





1.	Firm Name ("Broker")	
2.	acting through	LICENSEE'S NAME
3.	hereby makes the following disclosure.	

#### DISCLOSURE

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- 4. Before a Seller or Landlord (hereinafter referred to as "Seller") or a Buyer or Tenant (hereinafter referred to as
- 5. "Buyer") enters into a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer
- 6. should understand what type of agency relationship or representation they will have with the broker in the transaction.
- Buyer's Broker: A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services rendered, either in full or in part, from the Seller or through the Seller's broker:
  - A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.
  - b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar properties as Buyer is seeking.
- 14. II. Seller's Broker: A broker under a listing agreement with the Seller acts as the broker for the Seller only:
  - a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.
  - b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.
  - III. Broker Representing both Seller and Buyer (Limited Representation Broker): A broker, either acting directly or through one or more licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s), represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:
    - a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than stated in the listing or that the Buyer will accept a price or terms other than offered.
    - b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may be made only with written authorization.
- 28. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the 29. performance of the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known
- 30. facts which materially and adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers,
- 31. Lessors and Brokers are not obligated to disclose that a property is or has been: (1) the site of a natural death, suicide,
- 32. homicide, or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having 33. AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity
- 34. of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms, or conditions of offers as confidential
- 35. unless there is a confidentiality agreement between the parties.
- 36. THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER
- 37. FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD
- 38. CAREFULLY READ ALL AGREEMENTS TO ENSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR
- UNDERSTANDING OF THE TRANSACTION.

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#### ELECTION

40.	AGENCY	ELECTION DOES N	OT ESTABLISH BROKER	COMPENSATION.
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Compensation paid by a Buyer or Seller to their Broker is always fully negotiable and the amount chosen shall be

- Buyer or Tenant Election (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker 46. (check any that apply): 47. represent the Buyer as Buyer's Broker. 48. 49. represent the Seller as Seller's Broker. show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and 50. Seller provided that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's 51. informed consent should be acknowledged in a separate writing other than the purchase contract. 52. Seller or Landlord Election (Complete this section only if you are the Seller.) The undersigned elects to have the Broker 53. (check any that apply): 54. represent the Buyer as Buyer's Broker. 55. represent the Seller as Seller's Broker. 56. show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both 57. Seller and Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and 58. Seller's informed consent should be acknowledged in a separate writing other than the purchase contract. 59.
- 60. The undersigned □ Buyer(s) or □ Seller(s) acknowledge that this document is a disclosure of duties.
- 61. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

* PRINT NAME		* PRINT NAME	
		27	
A SIGNATURE	MO/DAYR	A SIGNATURE	MO/DA/YF



# BUYER-BROKER

## Exclusive Employment Agreement

A required contract between a Buyer and a Real Estate Agent, establishing a formal relationship for the Agent to represent the Buyer exclusively in their home search. Here's what it entails:

- 1. Exclusive Representation: The agreement ensures that the Buyer works solely with the designated Agent, who acts in their best interests throughout the home buying process.
- Scope of Services: It outlines the services the Agent will provide, including property search, negotiations, and assistance with paperwork.
- Duration: Specifies the duration of the agreement, typically for a certain period or until the Buyer purchases a property, whichever comes first.
- 4. Compensation will be discussed and agreed upon between you and your agent. If the seller is offering compensation, they may cover the agent's fee. If not, you will be responsible for paying the agent at the close of escrow (COE). Alternatively, you can request seller concessions to cover the agent's commission.
- Legal Protections: Offers legal protections to both parties, clarifying responsibilities, obligations, and any contingencies.
- 6. Agency Relationship: Establishes the agency relationship, indicating whether the Agent represents the Buyer exclusively (Buyer's Agent) or acts as a dual Agent representing both the Buyer and the Seller.
- 7. Failure to Complete: Buyer agrees to act in good faith to conduct inspections/investigations of property deemed material. If completion is prevented by Buyer, compensation shall be due and payable by Buyer.

By signing this agreement, the Buyer ensures dedicated representation and assistance from their chosen Agent throughout their home buying journey.

#### BUYER-BROKER EXCLUSIVE EMPLOYMENT AGREEMENT

Document updated: August 2024



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

1.	Buyer:	("Buyer")
2.	Broker:	acting through
3.	A mante	/#Droker"\
٥.	Agent: AGENT'S NAME AGENT'S NAME	("Broker").
4.	Agreement: This Puwer Broker Evolucius Employment Agreement ("Agreement") is between Buyer and Br	oker In consideration of
5.	Agreement: This Buyer-Broker Exclusive Employment Agreement ("Agreement") is between Buyer and Broker's agreement to assist Buyer to locate, negotiate and facilitate the purchase of a property, Buyer given	
6.	and irrevocable right to represent Buyer in the purchase of a property during the term.	res bloker the exclusive
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7. 8.	Buyer acknowledges that signing more than one Buyer-Broker Exclusive Employment Agreement or similar make Buyer liable to compensate multiple brokers.	r agreement(s) could
0.	make buyer liable to compensate multiple brokers.	
9.	Term: This Agreement shall commence on and expire at 11:59 p.m. Mou	ntain Standard Time, on
10.	("Expiration Date").	
11.	Employment: Broker agrees to:	
12.		
		("Droporty") within
13.		("Property") within
14.	the following geographical area(s):	
15.	b. negotiate at Buyer's direction to obtain acceptable terms and conditions for the purchase, exchange, or	or option of the Property
16.	c. assist Buyer during the transaction within the scope of Broker's expertise and licensing.	
10.	c. assist buyer during the transaction within the scope of brokers expertise and incensing.	
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19.	Other:	
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	If Broker does not accompany Buyer on the first visit to any Property, including a model home, n	The state of the s
	house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, seller	A STATE OF THE STA
23.	refuse to compensate Broker, which will eliminate any credit against the agreed upon Broker Compen	sation below.
24.	Buyer agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer's inspecti	ons and investigations.
25.	BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®, I	MULTIPLE LISTING
26.		
27.	(BUYER'S INITIALS) /	
28.	Retainer Fee: (Check if applicable)   Buyer agrees to pay Broker a non-refundable retainer fee in the am	ount of \$,
29.	within five (5) days or days of execution of this Agreement, which is earned when paid, for in	itial consultation,
30.	research and other services. This fee 🗆 shall 🗅 shall not be credited against the Broker Compensation bel	OW.
31.	Broker Compensation: If Buyer, or any entity owned or controlled by Buyer, closes escrow on a transacti	on for the purchase.
32.	exchange, or option of a Property, Buyer agrees to compensate Broker as follows ("Broker Compensation")	The state of the s
33.	(CHECK ONLY ONE AND FILL IN THE COMPENSATION):	
34.		
35.	□ \$; or	
36.		
		>>

- 37. The Broker Compensation shall be in U.S. currency and paid at the time of and as a condition of closing for purchase or 38. exchange or as otherwise agreed upon in writing.
- a. Compensation from seller or seller's broker: A seller or seller's broker may offer compensation to Broker. Buyer
   authorizes Broker to accept compensation from seller or seller's broker, which shall be credited against Broker Compensation.
- If seller or seller's broker's offer of compensation is greater than the Broker Compensation, Broker shall be paid the Broker
   Compensation and the balance shall be credited to Buyer (to the extent allowed by Buyer's lender). Broker will not receive any amount greater than Broker Compensation from any source for services provided in this Agreement.

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

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

- b. Failure to Complete: Once an acceptable Property is located, Buyer agrees to act in good faith to acquire the Property and conduct any inspections/investigations of the Property that Buyer deems material and/or important. If completion of any transaction is prevented by Buyer's breach or with the consent of Buyer other than as provided in the purchase contract, the Broker Compensation shall be due and payable by Buyer.
- c. Compensation After Expiration Date: After the Expiration Date of this Agreement, Buyer agrees to pay Broker Compensation if: (i) within \_\_\_\_\_ calendar days after the Expiration Date, Buyer enters into an agreement to purchase, exchange, or option any Property shown or negotiated by Broker on behalf of Buyer during the Term of this Agreement; or (ii) Buyer closes escrow on a Property pursuant to a purchase contract that was executed during the Term of this Agreement; or (iii) Buyer closes escrow on a Property for which escrow was opened during the Term of this Agreement.
- 58. Listings: Broker shall show property listings that fit Buyer's criteria regardless of the compensation offered to Broker by seller 59. or seller's broker unless instructed otherwise by Buyer in writing. If necessary, Buyer instructs Broker to negotiate Broker 60. Compensation be paid by seller or seller's broker. These negotiations shall not jeopardize, delay, or interfere with the initiation, processing or finalizing of a transaction.

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

- Equal Housing Opportunity: Broker's policy is to abide by all local, state, and federal laws prohibiting discrimination against any individual or group of individuals. Broker may not disclose the racial, ethnic, or religious composition of any neighborhood, community, or building, nor whether persons with disabilities are housed in any home or facility, except that Broker may identify housing facilities meeting the needs of a disabled buyer. For more information, consult Fair Housing Advisory.
- 68. Other Potential Buyers: Buyer consents and acknowledges that other potential buyers represented by Broker may consider,
- 69. make offers on, or acquire an interest in the same or similar properties as Buyer is seeking.
- Release of Broker: Buyer recognizes, acknowledges, and agrees that Broker is not qualified, nor licensed to offer advice on financial,
   legal or tax matters regarding real estate transactions ("Related Services"). Broker, if requested, may provide Buyer the names of third-
- 71. legal of tax matters regarding real estate transactions ( Helated Services ). Broker, il requested, may provide buyer the names of third-72. party professionals who claim to perform Related Services. Buyer is instructed to independently investigate all potential third-party
- 73. professionals and use their sole discretion in selecting which third-party professionals to hire, if any. Buyer expressly releases, holds
- 74. harmless, and indemnifies Broker from any and all liability and responsibility regarding Buyer's selection and use of third-75. party professionals to perform Related Services or Buyer's election not to use the services of such third-party professionals.

76.	(BUYER'S INITIALS)	
77.	Additional Terms and Conditions:	
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Alternative Dispute Resolution ("ADR"): Buyer and Broker (the "Parties") agree to mediate any dispute or claim arising out of
 or relating to this Agreement in accordance with the mediation procedures of the applicable state or local REALTOR® association

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84. 85. 86. 87. 88.	all disputes or claims, the unresolved disputes or claims shall shall agree upon an arbitrator and cooperate in the scheduling arbitrator, the dispute shall be submitted to the American Arbit Rules for the Real Estate Industry. The decision of the arbitrater rendered by the arbitrator may be entered in any court of compopt out of binding arbitration within thirty (30) days after the consuch event either Party shall have the right to resort to court active.	of an arbitration hearing ration Association ("AAA" ator shall be final and etent jurisdiction. Notwit nclusion of the mediation	ng arbitration. In such ever g. If the Parties are unable (*) in accordance with the non-appealable. Judgmen thstanding the foregoing, e	to agree on an AAA Arbitration to the award of the real of the award of the real of the re
92. 93.	The Parties agree that any and all disputes or claims will be brou- member in any purported class, collective, representative, or oth commence, become a party to or remain a participant in any gro- in any proceeding and the arbitrator shall not preside over any for	er consolidated proceed oup, representative, class	ing. The Parties hereby was collective or hybrid class/	ive their right to collective action
95.	(BUYER'S INITIALS)//		_	
96. 97.	Attorney Fees and Costs: In any non-REALTOR® association to this Agreement, the prevailing party shall be awarded their real			oker pursuant
98.	Arizona Law: This Agreement shall be governed by Arizona law	and jurisdiction is exclu	sively conferred on the Sta	ate of Arizona.
	Copies and Counterparts: This Agreement may be executed by counterparts. A fully executed facsimile or electronic copy of the		A STATE OF THE PARTY OF THE PAR	
102. 103.	Entire Agreement: This Agreement, and any addenda and attached and Broker, and shall supersede any other written or oral agreement writing signed by Buyer and Broker. Invalidity or unenforceability other provisions of this Agreement.	ments between Buyer ar	nd Broker and can be modi	fied only by a
	Capacity: Buyer warrants that Buyer has the legal capacity, full potential the transaction contemplated hereby on Buyer's own behalf or on		The state of the s	
	Acceptance: Buyer hereby agrees to all of the terms and condition	ons herein and acknowle	dges receipt of a copy of th	is Agreement.
107.	A BUYER'S SIGNATURE MO/DA/YR	A BUYER'S SIGNATURE		MO/DA/YR
108.	A BUYER'S NAME PRINTED	A BUYER'S NAME PRINT	ED	
109.	ADDRESS	СПУ	STATE	ZIP CODE
110.	TELEPHONE EMAIL ADDRESS			
111.	FIRM NAME			
112.		CITY	STATE	ZIP CODE
113.	A AGENT'S SIGNATURE MO/DA/YR	A AGENT'S SIGNATURE		MO/DA/YR
	For Broker Use Only:  Brokerage File/Log No Manager's Initials	sBroker's Init	ialsDate_ MO/DA	YR



# FINANCES

# Finding Your Dream Home

Before you officially begin your home search, we always recommend you start by talking to a lender and getting pre-approved. A lender will be able to answer all of your questions regarding finances and give you a clear understanding of the price range you will be pre-approved for and an estimate of the out of pocket expenses you will have.

# QUESTIONS TO ASK WHEN INTERVIEWING POTENTIAL LENDERS...

<b>\</b>	What is the best type of loan for me?
<b>\</b>	Do I qualify for any special discounts or loan programs?
<b>\</b>	What interest rate can you offer?
<b>\</b>	When can you lock in my rate?
<b>\</b>	What fees can I expect from you?
<b>/</b>	What are my estimated closing costs?

#### TALKING TO YOUR LENDER

# PART 2: FINANCES

# Finding Your Dream Home



There a many different factors that the lender will use to calculate your preapproval. It's always best to be prepared, so here are a few of the documents you can begin to gather together and can expect to be requested:

- > Tax Returns
- W-2 Forms
- > Pay Stubs
- Bank Statements
- List of Monthly Debt

# RECOMMENDED LENDERS

## Preparing For Meeting With A Lender

Please feel free to reach out and interview some of the lenders that we know and trust.

#### Adam Friedlander, District Lending



NMLS#: 305278

Phone: (602) 550-6662

adam@districtlending.com

#### Jim Anstett, Loomis Home Mortgage

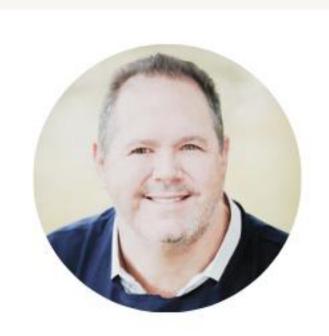


NMLS#: 182406

Phone: (<u>6</u>23) 221-0700

jim@loomishomemortgage.com

## Jason Pike, Waterstone Mortgage



NMLS#: 471725

Phone: (480) 635-3050

jpike@waterstonemortgage.com

8767 East Via De Ventura, Scottsdale, AZ 85258



#### YOUR PERSONAL PREFERENCES

# IMPORTANT INFO

What other factors will influence your decision? (School zones, distance
to work, specific neighborhoods, etc.)
What features are important to you in your new home?
What are the must-haves in your new home?
What are the deal breakers in a new home?
What are the best days to schedule showings?
Any specifics not mentioned above:

# OFFERS & NEGOTIATIONS

## Presenting a Strong offer

# Information Needed

Before we begin writing an offer, we will need to gather some documents and discuss some important details...

- Pre-approval letter
- Offer Price
- Financing Amount
- Escrow Deposit
- Closing Date
- Inspection Period
- **Closing Costs**



# OFFERS & NEGOTIATIONS

## Presenting a Strong offer

# Multiple Offer Situations

It's possible that we will see homes go into multiple offer situations. This means that your offer is not the only offer on the table, for the sellers. Here are some of my best tips to win a multiple offer situation...

- Submit your Pre-Approval letter with your offer
- Have your lender call the listing agent to share your Pre-Approval details
- Make a cash offer, if possible
- Offer more than the asking price
- Be flexible with your closing date
- Offer a higher amount for the earnest deposit so the seller knows that you are serious
- Keep your offer clean when it comes to contingencies and don't ask for anything that is not a deal-breaker for you

# Escrow

Congrats! We are almost there. You will submit your earnest deposit, we will get inspections scheduled, negotiate repairs, and move forward with your loan application. The entire process, from contract to close, usually takes between 30-45 days. Cash deals will typically be a shorter timeframe.

# WAYS TO TAKE TITLE IN ARIZONA

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

#### **NOTES ON "SOLE AND SEPARATE" TITLE IN ARIZONA**

Arizona is a community property state. Property acquired by a husband and wife is presumed to be community property unless legally specified otherwise. If a married person acquires title as "Sole and Separate", his or her spouse must execute a disclaimer deed to avoid the presumption of community property. Parties may choose to hold title in the name of an entity, e.g. a corporation, a limited liability company, a partnership (general or limited), or trust.

#### PREPARING TO BUY

# UNDERSTANDING ESCROW

The following explains the sequence of events involved in an escrow/closing process and what party involved is responsible. Your Escrow Officer is the "neutral third party." Their job in the closing process is to gather all the documents and information from all involved parties to prepare for the transfer of the property.

Escrow Officer	Receives Purchase Contract with earnest money check, opens escrow and orders Title Commitment
Buyer	Has all inspections completed
Lender	Begins processing: Orders credit report, appraisal, deposits and verification of employment
Escrow Officer	Receives Title Commitment for review and distributes to all parties
Escrow Officer	Orders any statements for items requiring payoff per Title Commitment
Lender	Receives loan approval and orders loan documents to be sent to Escrow
Escrow Officer	Prepares a Preliminary Settlement Statement for review by all parties
Seller	Signs Deed and other related sale documents
Buyer	Signs loan documents for Lender
Escrow Officer	Returns signed loan documents to Lender
Escrow Officer	Receives loan funds from Lender
Escrow Officer	Orders recording of Deed and Deed of Trust
Escrow Officer	Completes the file by paying the Seller, agents, and all bills in escrow, and sends the final documents to all
Title Company	Issues title policies to Owner and Lender
	Buyer  Lender  Escrow Officer  Escrow Officer  Escrow Officer  Seller  Buyer  Escrow Officer  Escrow Officer  Escrow Officer  Escrow Officer

#### PREPARING TO BUY

# APPRAISALS & INSPECTIONS

#### HOME INSPECTION

A standard home inspection is typically ordered by the Buyer after an offer is accepted and is a visual examination of the physical structure and major interior systems. It is not to be interpreted as a guarantee of any kind or an insurance policy on the condition of the property. A home inspection is not to be confused with an appraisal, a building code inspection.

The Inspector will review the easily accessible, exposed portions of the structure of the home including the roof, attic, walls, ceilings, floors, windows, doors, and foundation, as well as the heating/air conditioning systems, visible, interior plumbing and electrical systems. You will want to make sure the attic is accessible, and locks are off utility boxes. The inspector will report any potential problems to the Buyer and Buyer's Agent.

#### OTHER INSPECTIONS & TESTS TO CONSIDER

- Lead Paint
- Termite
- Air Quality
- Fungi, Mold and Allergens
- Sewer
- Pool
- Domestic Water Well
- Septic Systems



#### APPRAISALS

Once the Buyer begins the new loan application process, the Lender will order the appraisal. In order to estimate the market value of your house, the Appraiser will research the sales comparables in your subdivision and/or your immediate area. Appraisers prefer to use sales which have sold within the past 6 months and are similar to yours in regard to square footage, year built and amenities (i.e. swimming pool, garage, single story).

The Appraiser will measure your home, take photographs, and examine your house for its condition, specific improvements and amenities. You can help the Appraiser by preparing a list of recent improvements and remodeling projects and include their approximate costs. Most Appraisers will appreciate this information, while others may not. However, if you prepare the information for buyers looking at your home, then providing it to the Appraiser will be a snap.

The Lender will receive a copy of the appraisal 5-10 days after the appraiser has been to your home. You may be told that the Appraiser has some repair requirements before the lender can loan the Buyer any money on your house, depending on loan type. In that case, you must repair these problems and the Appraiser will return for a reinspection, at an additional cost.

If your home does not appraise for the asking price, your Buyer has the option to renegotiate or walk away from the deal and receive their earnest deposit back.

# INSPECTION PERIOD

## Types of Potential Inspections

- Home Inspection
- Radon Testing
- Wood-Destroying Organism (WDO) Inspection
- Foundation Inspection
- HVAC Inspection
- Mold Inspection
- Lead Based Paint Inspection

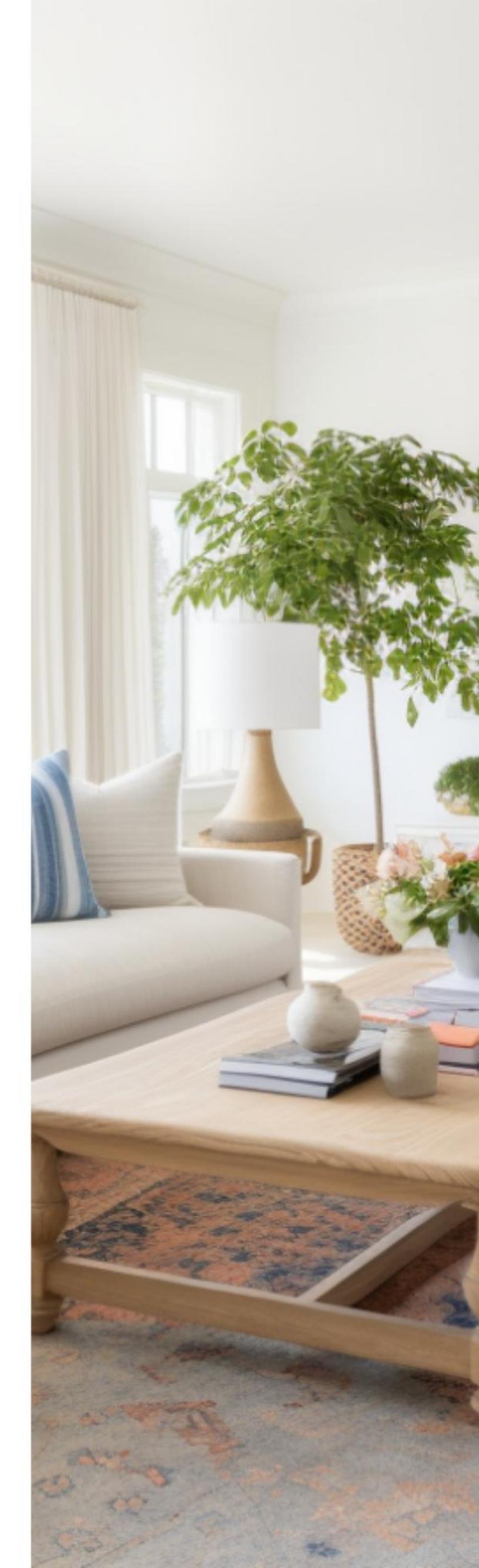
## Inspection Time Period

The typical inspection period is 10 days.

It is critical that we begin scheduling the inspections you choose to have done as soon as we are under contract on your potential new home. This will ensure that we do not run out of time or have any delays in the process.

## Recommended Home Inspectors

Use the list on the following page to see several of the Home Inspectors we have worked with and recommend. Please feel free to reach out and interview some of the Home Inspectors that we know and trust.



# OUR RECOMMENDED INSPECTORS

Preparing To Choose An Inspector

Please feel free to reach out and interview some of the inspectors that we know and trust. If you are looking for additional types of inspectors, we are happy to recommend them as well.

#### Cliff, Johnathan or Chad, Advantage Home Inspection Service



(602) 418-9005 (602) 864-8331

azinspect.com

#### Mark or Val, King Home Inspections



(602) 616-8502

kinghomeinspectionsaz.com

#### Chris Rettkowski, Win Home Inspections



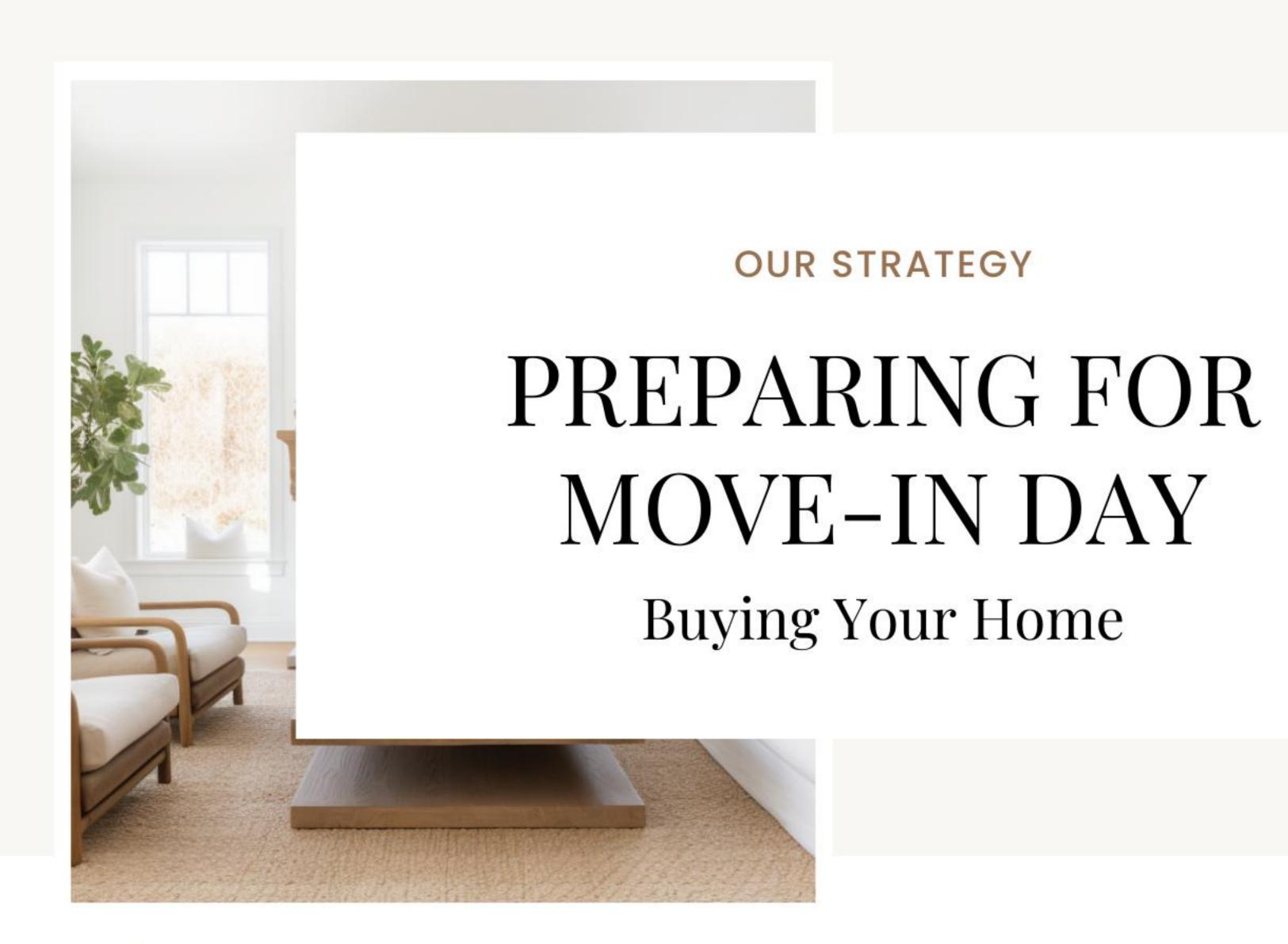
(602) 952-6024

https://wini.com/maryvale/home-buyer/



""Embarking on the home buying journey is like unlocking a door to your dreams. It's an exciting adventure where every step brings you closer to your dream home.""

-CRYSTAL VIGLIETTA, TEAM PARTNER



01.

# Final Walk-Through

This is your opportunity to ensure that the property is in the same condition as when you agreed to purchase it and that any repairs or agreed-upon changes have been completed satisfactorily. Pay attention to details such as fixtures, appliances, and overall cleanliness.

02.

#### Transfer Utilities

Contact utility companies to transfer services into your name effective the day of closing. This includes electricity, water, gas, internet, and any other necessary utilities. Ensure a seamless transition to avoid any disruption in services.

03.

## Review Closing Documents

Review all closing documents provided to you. This includes the settlement statement, loan documents, and any other paperwork related to the purchase. Make sure you understand the terms and conditions of the sale and ask questions if anything is unclear.

## 04.

## Finalize Financing

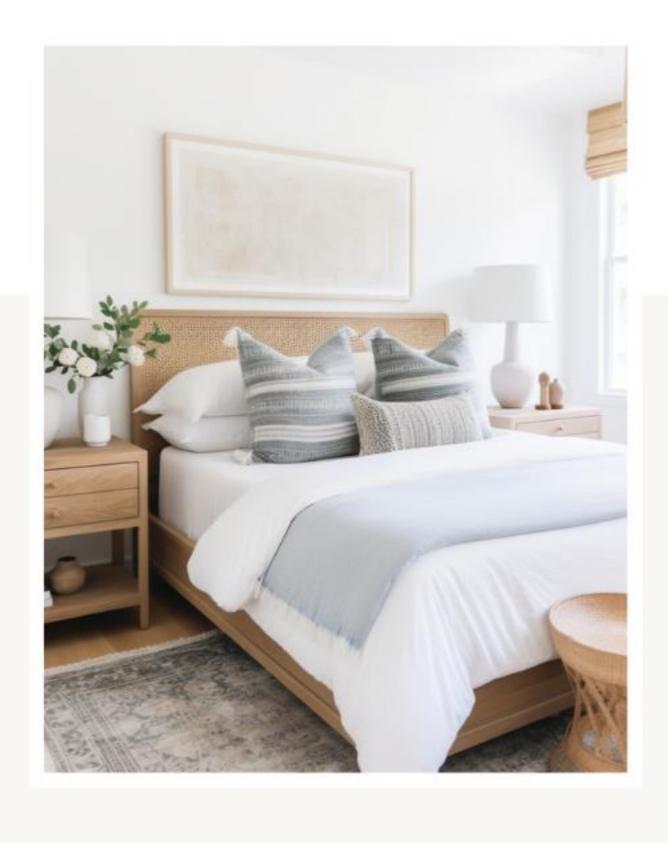
Confirm that your financing is in place and all necessary funds are available for closing. Double-check the loan amount, interest rate, and any other financial details to ensure accuracy. Be prepared to provide any additional documentation requested by your lender to expedite the closing process.

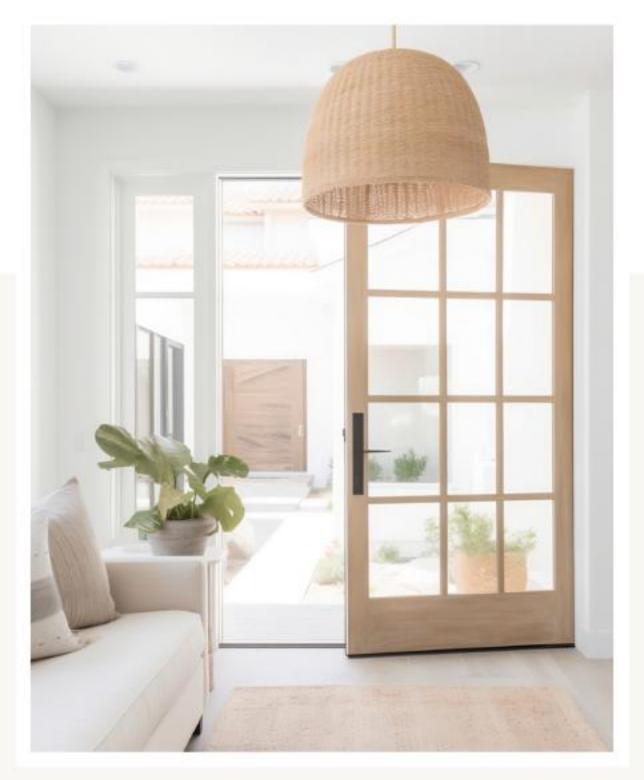
05.

# Prepare for Moving Day

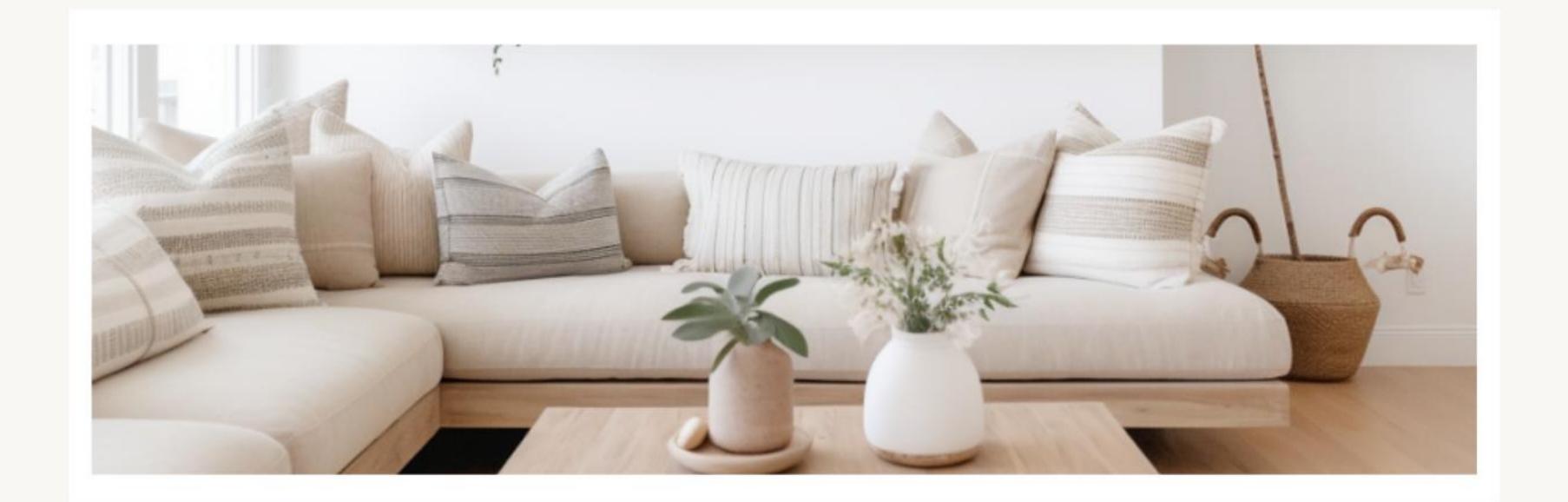
Start planning for moving day by arranging for movers, or enlisting the help of friends and family, if you plan to move yourself. Begin packing non-essential items and create a checklist to ensure nothing is forgotten. Notify relevant parties of your change of address, including the post office, banks, insurance companies, and any subscriptions or memberships.

Get your keys and celeb Late buying your home

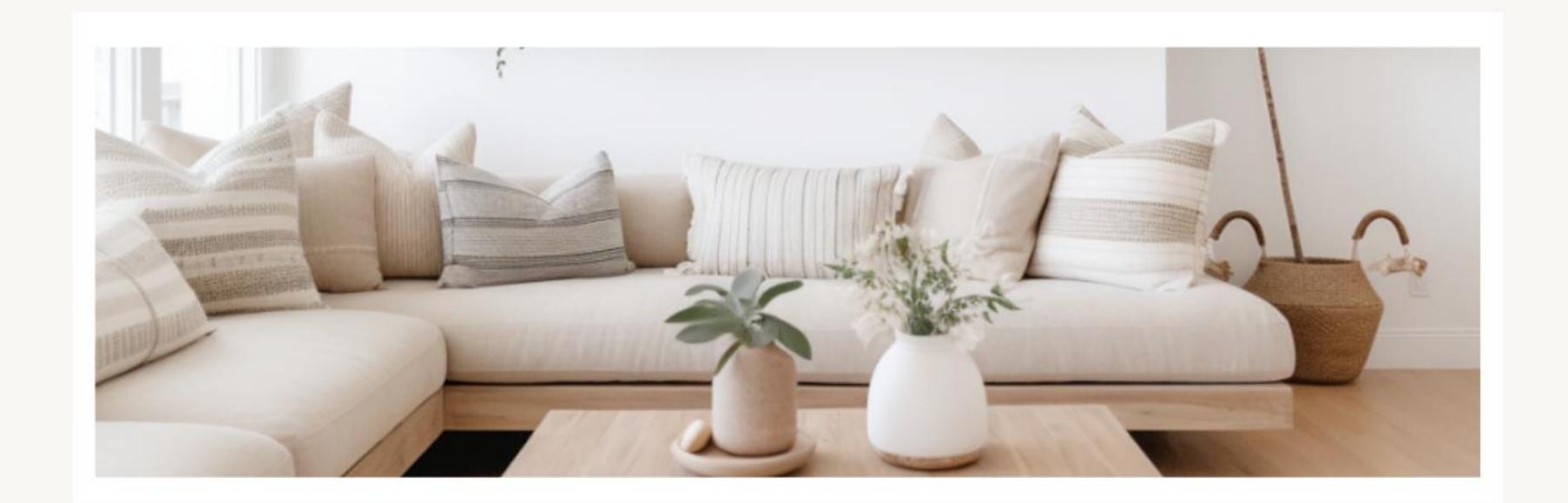








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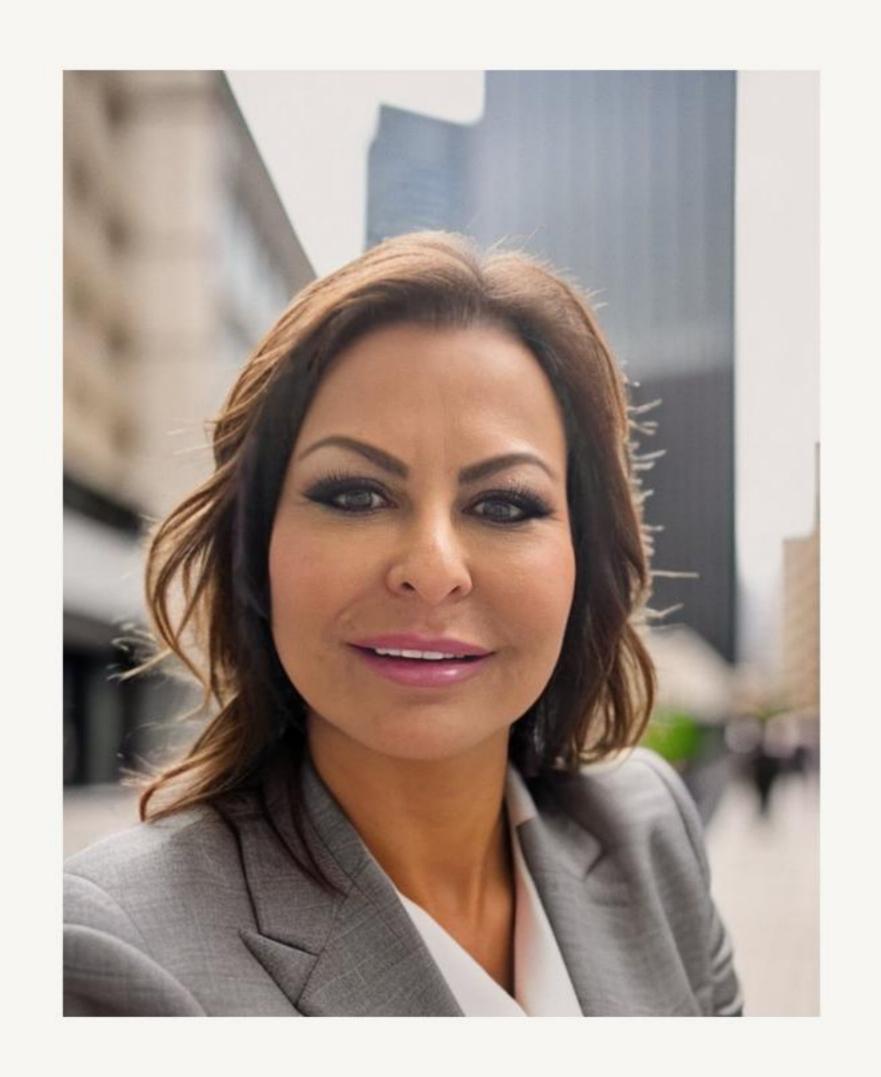


## YOUR NEEDS MATTER

Thank you for choosing me to help you in the task of finding your dream home. I look forward to working with you to help you achieve all of your real estate goals.

heley Cattel

REALTOR®



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623-418-7696 cell



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