

F O R S A L E B Y O W N E R

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The Seller's Manual

A plain-language, step-by-step guide to selling your home

FAST. For the MOST MONEY.

With the LEAST hassle.

Provided to you by

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THE FOR SALE BY OWNER SELLER'S MANUAL

Revised 2026

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Libertas Real Estate • Phoenix Metro, Arizona

IMPORTANT NOTICE

The information in this guide shall not be considered legal advice or constitute representation by the agent expressed or implied. Real estate laws and contract forms vary by state and county. Always consult a licensed real estate attorney, CPA, and title professional for advice specific to your situation.

A Note From Justin

Selling your home on your own is one of the biggest financial decisions you'll ever make. I built this guide for one reason: to give you a fighting chance to do it well.

I've been in the Phoenix-metro real estate trenches for years, and I'll be straight with you. Most homeowners who try to sell on their own leave money on the table. Not because they aren't smart — but because nobody hands them the playbook the pros use. The price, the prep, the marketing, the contract — every one of those steps has a right way and a wrong way, and the wrong way usually costs \$5,000 to \$50,000.

This manual is your playbook. Every page is written like I'm sitting across the kitchen table from you. No jargon for the sake of jargon. When I do have to use a real estate term, I'll define it on the spot.

How to read this manual: Go in order. Don't skip Part 2 (pricing) — that's where the most money is won or lost. Use the checklists. Read the warnings twice. And keep this file editable, because every seller's situation is a little different and you'll want to make notes as you go.

If at any point you decide you'd rather have a professional running this for you, I'm a phone call away — no pressure, no obligation. My promise is the same either way: maximum money, minimum hassle, complete honesty.

To your success,

Justin Thorstad

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How to Use This Manual

Think of this manual as your personal listing specialist sitting next to you. We'll walk through everything, in order, from the moment you decide to sell to the moment the keys leave your hand.

Throughout this guide you will see four kinds of boxes. Stop and read each one — they are the parts of the manual that save (or make) you the most money.

★ Listing Specialist Tip

Insider moves the pros use to get more money or close faster.

⚠ Warning

Common mistakes and traps that can cost you thousands, kill your deal, or get you sued.

✓ Checklist

Step-by-step lists you can check off as you go.

◆ Do's & Don'ts

The right way versus the wrong way to handle key moments.

This is your file. It's an editable Word document. Print it, highlight it, delete the sections that don't apply, and write in your own notes. Make it your playbook.

Introduction: Why You're Reading This

You've decided to sell your home yourself. That is a big decision, and a smart one — when it's done right. The average seller pays 5% to 6% of the sale price in commissions. On a \$500,000 home in the Phoenix metro, that's \$25,000 to \$30,000 leaving your pocket at closing. Selling on your own (FSBO) can keep a meaningful chunk of that money in your hands.

Here is the honest truth, though. FSBO sellers, on average, net less money than sellers who use a strong listing agent. Why? Because most FSBO sellers make the same handful of avoidable mistakes:

- They price the home wrong (almost always too high).
- They don't prepare the home, so it photographs and shows poorly.
- They market it in only one or two places instead of everywhere buyers actually look.
- They negotiate with their emotions instead of with information.
- They don't understand the contract, contingencies, disclosures, or timelines.
- They let a deal die during inspection or appraisal because they didn't know how to keep it alive.

This manual exists to make sure you don't become one of those statistics. Follow the steps in order, use the checklists, respect the warnings, and you can absolutely sell your home faster and for more money — and keep that commission for yourself.

Who This Manual Is For

- Homeowners listing a primary residence, second home, or rental without a real estate agent.
- Sellers in a balanced or seller's market with at least 30–90 days to get the home sold.
- Sellers willing to put in the work — cleaning, showings, paperwork, phone calls, and learning.

Who Should NOT Sell Without an Agent

- Sellers in the middle of a divorce, probate, foreclosure, or short sale.
- Properties with serious title issues, liens, unpermitted additions, or environmental concerns.
- Sellers who cannot reliably answer the phone, respond to emails, and host showings on short notice.
- Sellers who get emotionally attached and cannot separate the house from the price.

Be Honest With Yourself

- ▶ Selling a home is a part-time job for 30–90 days. If you can't commit that time, you'll lose more in mistakes than you would have paid in commission.
- ▶ If after reading Part 1 and Part 2 you feel overwhelmed, that is your signal to call me or interview two or three full-service agents. There is no shame in that — there is only the net check at closing.

This Manual Is Not Legal Advice

Real estate laws and contract forms vary by state. This manual is heavily oriented toward Arizona (AAR contract forms, Luke AFB disclosures, Maricopa County practices) because that's where my expertise lives. Outside Arizona, the principles still apply — but the specific forms and section numbers will be different. Always confirm with a licensed real estate attorney in your state before you sign anything.

Part 1: Before You List — Set the Foundation

Before a single photo is taken or a single sign goes up, you need to know three things cold: why you're selling, what you can afford to net, and what your real timeline is. Sellers who skip this step almost always regret it.

1.1 Know Your "Why" and Your Timeline

Are you moving for a job? Downsizing? Cashing out an investment? Your reason drives your strategy. A seller who must close in 45 days will price and negotiate very differently than a seller who has 12 months to wait.

1. Write down your absolute latest acceptable closing date.
2. Write down the lowest price you'd still accept (your "walk-away number").
3. Write down your dream-scenario price and date.

Keep this piece of paper. We will refer back to it when offers come in and emotions run high.

1.2 Calculate Your True Net Proceeds

This is the most important math you will do. "Sale price" is not what you keep. "Net proceeds" is what you keep. Use the worksheet below.

Line Item	Amount
Expected sale price	\$ _____
Minus: Mortgage payoff (principal + interest through closing)	\$ _____
Minus: Second mortgage / HELOC payoff	\$ _____
Minus: Prorated property taxes	\$ _____
Minus: Prorated HOA / Condo dues	\$ _____
Minus: Owner's title insurance (varies by state — buyer pays in many AZ deals)	\$ _____
Minus: Settlement / escrow / attorney fees	\$ _____

Line Item	Amount
Minus: Transfer / recording fees / doc stamps	\$ _____
Minus: Co-broke (buyer agent) commission, if offered	\$ _____
Minus: Seller concessions / credits (buyer closing costs, repairs)	\$ _____
Minus: Home warranty for buyer (optional, ~\$500–\$700)	\$ _____
Minus: Pre-listing prep (cleaning, repairs, staging, photos)	\$ _____
Minus: Moving costs	\$ _____
Minus: Capital gains tax (consult your CPA)	\$ _____
= ESTIMATED NET PROCEEDS	\$ _____

★ Listing Specialist Tip

- ▶ Call your mortgage servicer and request a written "payoff quote" good for 30 days. The number on your monthly statement is the principal balance — not the payoff. Payoff includes interest accrued through closing plus per-diem charges.
- ▶ Ask the title company (or me) for a Seller Net Sheet early. We will plug in numbers and show you exactly what you'll net at three different sale prices. This costs you nothing and prevents nasty surprises at closing.
- ▶ In Arizona, the buyer typically pays for owner's title insurance and the seller typically pays for the new lender's title policy — but everything is negotiable on the AAR Purchase Contract.

1.3 Pull Together Your Documents Now

Buyers, escrow officers, lenders, and inspectors will ask for these. Having them ready saves days of delay later.

✓ Pre-Listing Document Checklist

- ▶ Most recent mortgage statement (and any second mortgages or HELOCs).
- ▶ Current property tax bill and any exemption paperwork.
- ▶ Homeowner's insurance policy and claim history (last 5 years — your CLUE report).

- ▶ HOA / Condo documents: CC&Rs, bylaws, current dues, special assessments, meeting minutes, and the management company resale contact for the HOA Addendum and resale package.
- ▶ Survey, plat map, and Maricopa Assessor Parcel Number (APN).
- ▶ Title insurance policy from when you purchased.
- ▶ Receipts and warranties for major work: roof, HVAC, water heater, windows, solar, foundation, septic, pool/spa.
- ▶ Permits for additions, finished basements, decks, garage conversions, and any renovation.
- ▶ Utility bills (last 12 months) — APS/SRP, water, gas, sewer, trash.
- ▶ Lead-based paint disclosure paperwork if built before 1978 (federally required).
- ▶ Rental leases if any portion is rented.
- ▶ Solar System Documents: lease/loan agreements, transfer paperwork, monitoring login.
- ▶ AAR Seller's Property Disclosure Statement (SPDS) — start filling it out now.

Unpermitted Work Is a Deal Killer

- ▶ If you finished a basement, added a bathroom, built a deck, converted a garage, or installed solar without permits, address it before listing.
- ▶ Options: pull a retroactive permit, disclose clearly and price accordingly, or remove/restore. Hiding it is fraud and can follow you for years after closing under Section 5b of the AAR contract — "Warranties that Survive Closing."

1.4 Build Your Help Team

Even without a listing agent, you still need professionals around you. Budget for these now.

- **Real estate attorney:** Optional in Arizona but strongly recommended for contract review. Expect \$300–\$1,500.
- **Title / escrow company:** Handles paperwork, money, and recording. Fees usually paid from proceeds at closing.
- **Real estate photographer:** \$150–\$500. The single best dollar-for-dollar investment you'll make. More in Part 4.
- **Pre-listing inspector (optional):** \$300–\$600. Lets you fix surprises before the buyer's inspector finds them.
- **Stager or deep-cleaning service (optional):** \$200–\$2,000. Often returns 5–10x in higher offers.

- **Flat-fee MLS service:** \$100–\$500. Gets your home on the ARMLS (Arizona Regional MLS) — non-negotiable. Covered in Part 5.

✦ **Setting the Foundation**

✓ **DO**

- Run your net sheet at three different price points before listing.
- Get your mortgage payoff in writing.
- Gather every document a buyer or title officer could ask for, in one folder.
- Be brutally honest about your timeline.
- Start filling out your SPDS the day you decide to sell.

✗ **DON'T**

- Don't assume your principal balance equals your payoff.
- Don't forget closing costs — typically 1%–3% of sale price for sellers.
- Don't hide unpermitted work, prior insurance claims, or known defects.
- Don't list before you have your next-home plan at least sketched out.
- Don't pick a price based on what you owe or what you "need" — the market doesn't care.

Part 2: Pricing Your Home Right

This is the most important section in the entire manual. If you only read one part, read this one.

The number-one reason a home doesn't sell is price. Your list price is the single most powerful tool you have to attract attention. A home that is priced correctly will sell within 30 days regardless of supply and demand in your immediate market. Overpriced homes always sit longer and end up selling for less than expected.

Here is the math that scares most sellers when they finally see it: you only need to be 3% above true market value to trigger longer days on market, future price reductions, and lower offers. On a \$500,000 home, that's just \$15,000 too high, and it can easily cost you \$40,000 by the time you're done.

2.1 The Three Things Most Sellers (and Agents) Look At

Most homeowners and most agents only look at three things when deciding on a price:

4. **Active comparables:** homes currently for sale — your competition.
5. **Under-contract (pending) comparables:** what buyers are actually willing to pay for right now.
6. **Sold comparables:** historical sale data, usually the last 90 days.

This data is important, but it is not the complete picture. Think about it: when you compare your home to the active listings, those active listings are still sitting there. If most of them have been on the market more than 30 days, you're benchmarking against overpriced homes. Result? Your price is overpriced too.

2.2 The Complete Story — A Real Comparative Market Analysis

A proper market analysis tells a complete story. Here are the four components I include when I prepare one for a client, and what you should pull together if you're doing it yourself:

#1 Supply vs. Demand Analysis

This shows your current competition (supply) and the level of buyer interest (demand). It tells you where to price your home relative to the active listings (competition) and where buyers are actually purchasing (pending listings). Most agents don't know how to pull this data — and even fewer understand how to interpret it. Realtors don't learn this in real estate school. The key metrics:

- Months of supply in your zip code and subdivision (under 3 = strong seller's market; over 6 = buyer's market).
- Active-to-pending ratio (more pendings than actives means demand is high).
- Average days on market for currently pending listings.

#2 Price vs. Time

This displays past sales in the last 90 days showing how long each was on the market, what percentage of list price the seller actually received, and what the average price reduction was.

Example: A \$500,000 home that sold after 78 days, with a \$25,000 price reduction, and then accepted an offer 3% below the new list — the seller netted roughly \$40,000 less than they originally expected.

The data shows that the vast majority of homes that sell within 30 days do so without a price reduction and at the highest list-price-to-sale-price ratio. Those sellers got the price they wanted, with a stronger offer, in less time, with fewer showings and lower carrying costs.

#3 Comparables — Equal, Inferior, and Superior

Don't just pull comps that look like your home. Pull three flavors:

- **Equal properties** — same square footage, beds, baths, year built, condition.
- **Inferior properties** — smaller, older, or in worse condition. These set your floor.
- **Superior properties** — larger, newer, or remodeled. These set your ceiling.

With all three views — active, pending, sold — across all three quality tiers, you can triangulate true market value with real confidence.

#4 Seller Net Sheet

Already covered in Part 1. Re-run it at the price you're seriously considering, before you list.

★ Listing Specialist Tip — The 3% Trap

- ▶ Test three prices in your head: market value, +3%, and +5%. Look at the price-to-sold ratio for each tier. You'll almost always see that the homes priced at market value sold in under 30 days for 99–100% of list, while the homes priced even 3% high took 60+ days and closed 5–10% below original list.
- ▶ The difference between a 28-day sale at full price and a 95-day sale with a price reduction can easily be \$30,000–\$50,000 on a Phoenix-metro home. That's your 'commission savings' — vaporized.

2.3 Free Tools to Help You Build Your Own CMA

- Zillow's Zestimate and Redfin Estimate — directional only, often wrong by 5–10%. Use them as a starting point, never as your price.
- Realtor.com — pulls from the MLS, often more accurate than Zillow.
- Maricopa County Assessor (mcaassessor.maricopa.gov) — pull tax history and recent sales.
- Recently sold properties on Redfin — filter to last 90 days, your subdivision, and similar specs.
- A flat-fee MLS listing service often includes a basic CMA in the package.
- An appraisal (\$400–\$600) gives you the most defensible price.

⚠ Pricing Mistakes That Cost the Most Money

- ▶ Pricing based on what you owe on the mortgage. The market does not care.
- ▶ Pricing based on what you 'need' to net for your next house. The market does not care.
- ▶ Pricing high to 'leave room to negotiate.' Buyers don't see the room — they just keep scrolling.
- ▶ Pricing on emotion ('we put \$80,000 into the kitchen'). Buyers pay for what they value, not what you spent.
- ▶ Using the highest comp instead of the most similar comp.

2.4 Pricing Strategies That Actually Work

- **Price at market value, not above.** This is the FSBO secret. The pros call it "priced to sell."
- **Use psychological pricing.** \$499,900 attracts more searches than \$500,000 because of how home-search filters group prices.
- **Price just below a search threshold.** \$525,000 instead of \$530,000 lands you in the \$475K–\$525K and \$525K–\$575K searches.
- **Watch for new competition.** If three similar homes hit the market in your subdivision in the same week, you may need to react fast.

★ The 7–14 Day Rule

- ▶ Watch your activity in the first 7–14 days. If you're getting fewer than 5 showings per week, you're priced too high. If you're getting tons of showings but no offers, you're priced right but the home isn't showing well (or there's a feature issue).

- ▶ Don't wait 60 days to reduce. The longer the home sits, the more buyers think something is wrong with it. A 2%–3% price reduction at day 14 saves you from a 7%–10% reduction at day 75.

◆ Pricing

✓ DO

- Pull active, pending, and sold comps separately.
- Use equal, inferior, and superior comps to bracket value.
- Look at the actual sold-to-list-price ratio in your zip code.
- Price at or just below market value.
- Set a 14-day check-in to evaluate activity and adjust.

✗ DON'T

- Don't price based on what you owe or need.
- Don't pick a price by averaging the highest active listings.
- Don't use Zestimate as your only data point.
- Don't price above the natural psychological breakpoints (\$499,900 not \$501,000).
- Don't wait 60–90 days to drop the price — by then, it's too late.

Part 3: Preparing Your Home to Show Like a Model

You only get one chance to make a great first impression. Buyers decide in the first 7 seconds whether they're interested. By the time they get to your kitchen, the deal is usually already won or lost.

The good news: preparation is the area where FSBO sellers have the most control and where small investments produce the biggest returns. A \$1,500 prep budget routinely returns \$10,000–\$25,000 in higher offers.

3.1 The Three-Phase Prep Plan

Phase 1 — Declutter and Depersonalize

Your home should feel like the buyer could move in tomorrow. That means it should not feel like your home anymore.

- Pack up at least 30% of your belongings before listing. Rent a storage unit if needed. Empty closets, half-empty cabinets, and clear surfaces all make rooms feel bigger.
- Remove family photos, religious items, political signs, diplomas, and anything that says "my family lives here."
- Remove or stash collectibles, gun safes, alcohol displays, and anything that might distract a buyer.
- Empty kitchen counters — leave a maximum of three items (coffee maker, fruit bowl, knife block).
- Clear bathroom counters completely. Buyers are weirdly grossed out by other people's toothbrushes.
- Remove pet bowls, litter boxes, beds, and any toys before every showing.

Phase 2 — Deep Clean Everything

If you do one thing on this list, do this. A spotless home commands more money than a beautiful but dirty one.

- Professional deep clean: \$200–\$500. Worth every penny.
- Carpets: professional steam clean (\$100–\$300) or replace if stained/dated.
- Windows inside AND outside, including screens and tracks.

- Baseboards, ceiling fans, light fixtures, vents.
- Inside the oven, the fridge, the dishwasher, the microwave.
- Grout: rent a steam cleaner or use a grout pen for \$15.
- Garage floor: degrease and sweep. Buyers always open the garage.

Phase 3 — Repair, Refresh, Stage

Not every repair is worth doing. Focus on the things buyers see and that will show up on an inspection report. Skip the things that won't move the needle.

- **Always do:** paint touch-ups, replace burned-out bulbs (use matching color temperature — all warm or all cool, not mixed), tighten cabinet hinges, repair drywall holes, replace cracked outlet covers, fix dripping faucets, oil squeaky doors.
- **Often worth doing:** paint interior walls a neutral color (agreeable gray, alabaster, swiss coffee), replace dated light fixtures, replace cabinet hardware, professional landscape cleanup, pressure-wash the driveway and walkways.
- **Sometimes worth doing:** new carpet (only if existing is stained/damaged), kitchen cabinet refacing or painting, new countertops if originals are damaged.
- **Rarely worth doing:** major kitchen or bath remodel, room additions, swimming pool installation, finishing a basement just to sell.

★ Listing Specialist Tip — Cheap Upgrades That Print Money

- ▶ Paint the front door a confident color (deep navy, black, or rich red) — \$40 in paint, 20% increase in showing requests.
- ▶ Replace every interior light bulb with the same warm-white LED. Inconsistent lighting kills photos.
- ▶ Replace the kitchen sink faucet for \$150–\$250 — buyers fixate on it.
- ▶ Pressure-wash everything outside. It's free if you own one, \$150 if you don't.
- ▶ Mulch all flower beds with fresh dark mulch — about \$50 of material, looks like a \$1,000 landscape job.

3.2 Curb Appeal — Your \$100 Investment That Returns \$10,000

Buyers do drive-bys before they ever request a showing. If the outside looks tired, they never come inside.

- Mow, edge, and trim every visible plant. Remove dead vegetation.

- Pressure-wash the driveway, walkway, garage door, and exterior walls.
- Paint or replace the mailbox if needed.
- Add 2–4 large terra-cotta pots with hardy flowers (in Arizona, lantana, bougainvillea, or desert marigold).
- Clean the house numbers. Replace if they're old.
- Wash all exterior windows and remove any window screens that look beat up.
- Hide the trash cans during showings.

3.3 Staging — DIY or Pro?

Many homeowners are unaware of the proper placement of furniture and personal décor. Staging is an important part of selling. A home does not show well when it's cluttered with personal belongings, bulky furniture, or just too much furniture.

You don't necessarily need to hire a professional stager. You can do a lot yourself by following three rules:

7. Remove half the furniture. Yes, half. Rooms feel bigger when there's room to walk.
8. Re-arrange remaining furniture for conversation, not for TV-watching. Pull pieces away from walls.
9. Add light. Open every blind, turn on every lamp before showings, replace any blown bulbs.

Vacant houses can show worse than lived-in houses. If you've already moved out, consider professional staging (\$1,500–\$3,500 per month) — it routinely returns 5–10x.

3.4 The SPDS and Pre-Listing Inspection Strategy

In Arizona, you'll fill out the AAR Seller's Property Disclosure Statement (SPDS). We cover this in detail in Part 7. Here is the pre-listing strategy:

- Fill out the SPDS honestly, completely, and early. Use the "Additional Explanation" section liberally.
- Order a pre-listing inspection (\$300–\$500). You'd rather find issues than have the buyer's inspector find them.
- Pull your CLUE report (insurance claims history) from your insurer. You'll have to provide it anyway under Section 4b of the AAR contract.
- Have the SPDS and CLUE ready for buyers BEFORE they write an offer. This gives them confidence and leads to stronger initial offers — often less haggling later.

★ Why Disclosing Up Front Wins You More Money

- ▶ If a buyer sees the SPDS and CLUE show repairs were done properly and claims were resolved, they read that as: 'this seller takes care of the home.'
- ▶ That confidence shows up as a higher initial offer and a much smoother inspection negotiation.
- ▶ Sellers who hide known issues hoping the inspector won't find them almost always end up in a messy inspection negotiation that costs them money and time.

✓ Home Prep Master Checklist

- ▶ Decluttered — packed up 30% of belongings.
- ▶ Depersonalized — photos, religion, politics removed.
- ▶ Deep cleaned, top to bottom.
- ▶ Carpets cleaned or replaced if needed.
- ▶ All interior walls touched up or repainted in neutral color.
- ▶ All lightbulbs working, same color temperature.
- ▶ All minor repairs completed (handles, hinges, drips, holes).
- ▶ Curb appeal refreshed — landscaping, pressure-wash, door.
- ▶ Furniture arranged for openness, not for TV.
- ▶ SPDS started and CLUE report ordered.
- ▶ Pre-listing inspection completed (optional but recommended).
- ▶ Pet evidence neutralized — bowls, litter, smells.
- ▶ Showings plan figured out — where you go, where pets go.

◆ Home Prep

✓ DO

- Spend money on cosmetics that show up in photos.
- Get the home professionally cleaned right before photos.
- Pay for professional photography (Part 4).

✗ DON'T

- Don't take on big remodels right before listing.
- Don't paint accent walls in trendy colors — go neutral.
- Don't leave pets at home for showings.

- Order a pre-listing inspection.
- Disclose known issues on the SPDS up front.

- Don't burn strong candles or use plug-ins right before showings — buyers assume you're masking something.
- Don't skip the curb-appeal work. It's the cheapest dollars you'll ever spend.

Part 4: Photography & Marketing Materials

Online exposure is a vital element in selling your home fast. The faster a home sells, the more cash ends up in your pocket. That isn't a sales line — it's a math fact. Every extra month on the market eats your equity in mortgage payments, utilities, HOA dues, taxes, and price reductions.

4.1 Why Photos Matter More Than Anything Else

"You never get a second chance to make a great first impression" is the rule of thumb when it comes to posting pictures online. A buyer's initial reaction to your photos determines whether your home makes their short list for viewings — or gets skipped past forever.

- Over 90% of buyers start their search online.
- Listings with professional photos sell 32% faster on average.
- Listings with professional photos sell for measurably more money.
- Cell phone photos in a \$400,000+ listing scream "amateur seller" — and amateurs get lower offers.

Please Do Not Use Your Cell Phone For Photos

I cannot stress this enough. Modern phones are good at vacation snapshots. They are bad at real estate. They distort proportions, they handle high-contrast indoor light poorly, and they make rooms look tiny. Buyers can tell instantly. Hire a real estate photographer. The cost ranges from \$99 for basic packages to \$400+ for drone, twilight, and video. It is the single best dollar-for-dollar investment you can make.

4.2 What to Order From Your Photographer

- 25–35 still photos, edited and color-corrected.
- Drone exterior shots (especially valuable for properties on larger lots, mountain views, or pools).
- A floor plan (huge conversion booster — many buyers won't tour without one).
- A video walkthrough or virtual tour for online listings.
- A twilight exterior shot if the house has good outdoor lighting.

4.3 Prepare the House for the Photo Shoot

✓ Photo-Day Prep Checklist

- ▶ Every light on, every blind open.
- ▶ Cars out of the driveway and off the street in front of the house.
- ▶ Trash cans hidden.
- ▶ Toilet seats down in every bathroom.
- ▶ Kitchen counters cleared except 1–3 styled items.
- ▶ All personal photos removed.
- ▶ Pet bowls, beds, and toys hidden.
- ▶ Beds made with neutral linens.
- ▶ Floors freshly vacuumed/mopped.
- ▶ TVs off, displaying a black screen or a neutral image.
- ▶ Yard mowed, edged, and watered the night before.
- ▶ Pool/spa sparkling clean.

4.4 Writing a Listing Description That Sells

Most FSBO descriptions read like an inventory list. The pros write descriptions that sell a lifestyle. Use this formula:

10. **Hook line** — "Welcome home to your turnkey 4-bedroom in Litchfield Park."
11. **Three best features** — the things buyers in your zip code value most (chef's kitchen, primary suite, pool, view, lot).
12. **Story of the home** — a sentence or two of what daily life feels like here.
13. **Neighborhood and location** — schools, commute, parks, amenities.
14. **Call to action** — "Schedule your private showing today."

★ Listing Specialist Tip — Words That Sell vs. Words That Don't

- ▶ Use: 'turnkey,' 'updated,' 'open concept,' 'natural light,' 'private,' 'oversized,' 'gourmet,' 'curated,' 'walkable.'
- ▶ Avoid: 'cozy' (means small), 'needs TLC' (means broken), 'as-is' (means scary), 'must see' (every listing says this), 'motivated seller' (signals desperation, kills offers).

- ▶ Never use ALL CAPS, excessive exclamation points, or emojis in the headline. They make the listing look amateur and unprofessional.

⚠ Fair Housing — Words You Cannot Use

Federal Fair Housing law prohibits discriminatory language in listing descriptions. Never describe a property as 'great for families,' 'perfect for couples,' 'walkable neighborhood' in a way that implies certain people aren't welcome, 'master bedroom' (use 'primary bedroom' — fair housing best practice), 'safe neighborhood' (implies others aren't), 'Christian community,' or any reference to race, color, religion, national origin, sex, familial status, or disability. Describe the property, not the imagined buyer.

4.5 Your Branded Yard Sign

A yard sign is still one of the highest-converting marketing pieces — drive-by buyers, neighbors who refer friends, and curious passers-by all call from the sign. Make sure yours is professional, readable from the street, and includes a phone number and a way to view the home online.



Sample: a clean, readable sign with phone, website, and QR code

★ **Yard Sign Best Practices**

- ▶ Big, readable phone number from 30 feet away.
- ▶ A QR code that links directly to your listing page.
- ▶ Include a website where buyers can find photos, floor plan, and details.
- ▶ Keep the design clean — no clutter, no fonts smaller than 1 inch tall.
- ▶ Add a weather-protected flyer box stocked at all times with a 1-page flyer.

Part 5: Get on the MLS — and Everywhere Else Buyers Look

If you take only one piece of advice from this section, take this: you must get your home on the Multiple Listing Service (MLS). Almost every buyer's agent only searches the local MLS to find homes to show their clients. If your home isn't on the MLS, you miss out on the single largest pool of potential buyers in your market.

5.1 Flat-Fee MLS Services

A flat-fee MLS service lets you list on the local MLS (in Arizona, ARMLS) without hiring a full-service listing agent. You pay a one-time fee — typically \$100–\$500 — and the brokerage submits your listing to the MLS for you.

- Your listing then syndicates automatically to Realtor.com, Zillow, Trulia, Redfin, Homes.com, and hundreds of other sites.
- Buyer's agents see it and can show it just like any other MLS listing.
- You retain control of the sale and you handle showings, negotiations, and paperwork yourself.
- Most flat-fee services let you choose what level of help you want — some include lockbox supply, contract review, or hourly consultation.

5.2 Free FSBO Websites

Free FSBO sites can supplement your MLS exposure. They are not a replacement. Plan to list on all of these as well:

- Zillow (the #1 home search site).
- Trulia (Zillow's sister site — appears automatically when you post to Zillow).
- ForSaleByOwner.com
- Facebook Marketplace.
- Craigslist (free, still surprisingly effective in some markets).
- Nextdoor (great for neighbor-network exposure).

⚠ **Free Sites Don't Equal MLS Exposure**

Free FSBO sites do NOT list your home on the MLS. That's a critical detail. Nearly every buyer's agent only looks on their local MLS to find homes to show their clients. If your home isn't on the MLS, you miss the largest pool of potential buyers — and you'll be relying entirely on drive-by traffic and lucky internet finds. Pay the flat fee. It is worth it.

5.3 Social Media and Network Marketing

Don't underestimate your own network. The right post in the right group can sell a home in a weekend.

- Post on your personal Facebook with all the listing details and high-quality photos.
- Post in local Facebook buy/sell groups, neighborhood groups, and any HOA Facebook page that allows it.
- Instagram a quick reel walkthrough with the listing link in your bio.
- Email a 'just listed' announcement to everyone in your address book — friends, family, coworkers, gym, church, school.
- If you're in a buyer's market, ask everyone you know to share your post. Reach is free; ask for it.

★ **Listing Specialist Tip — Targeted 'Coming Soon' Push**

- ▶ Before your home officially hits the market, post a 'Coming Soon' teaser to your social channels for 5–7 days. This generates buzz and gives buyers a window where they feel like they're getting early access.
- ▶ When I list a home, I also use targeted marketing software to notify renters nearby (likely first-time buyers wanting to stay in the area) and other homeowners in the community (in case they know a family member or friend who wants in). If you don't have access to that, you can mimic it manually by joining and posting in every local Facebook group and Nextdoor neighborhood you can find.

5.4 Co-Broke Commission — Should You Offer One?

"Co-broke" refers to cooperating broker compensation — what you, the seller, agree to pay an agent who brings you a qualified buyer. In the wake of recent industry changes, buyer compensation is now openly negotiated, but it is still very common for sellers to offer one.

There are over 90,000 licensees in Arizona. Around 42,000 hold an active license in Maricopa County alone. These agents represent the vast majority of qualified buyers. Offering a co-broke commission is one of the easiest ways to dramatically expand your buyer pool.

- Typical co-broke ranges in the Phoenix metro are 2.5%–3% of sale price.
- Lower co-broke offerings (1.5%–2%) can still work in strong seller's markets but reduce the agent pool that's motivated to show your home.
- Some sellers offer a flat dollar amount instead of a percentage. Both are acceptable.

★ **Think of Co-Broke as Your Marketing Budget**

- ▶ If a 2.5% co-broke on a \$500,000 home costs you \$12,500 but doubles the number of showings and gets you a \$15,000 higher offer — you net more, not less.
- ▶ If you're committed to paying nothing to a buyer's agent, expect a much smaller buyer pool. Most agents will only show your home to clients who specifically ask for it.
- ▶ When an agent does bring a buyer, use the AAR Unrepresented Seller Compensation Agreement (covered in Part 7) to put the commission in writing before any showing.

Part 6: Showings, Open Houses, and Buyer Screening

Once your home goes live, the phone will start ringing. How you handle showings — from screening to in-home behavior to security — can be the difference between an accepted offer at full price and a deal that falls apart at inspection.

6.1 Pre-Qualify Every Buyer Before You Open the Door

Anyone who wants to walk into your home — strangers, in your private space, while you're there or while you're not — should be screened first. Don't be shy about this. Real buyers expect it. Tire-kickers, scammers, and worse will move on.

✓ Buyer Pre-Screening Checklist

- ▶ Get full name, phone number, and email — and verify with a quick text or call before the showing.
- ▶ Ask if they are working with an agent (and if yes, only the agent shows the home).
- ▶ For unrepresented buyers, ask for a current pre-approval letter from a lender, OR proof of funds for cash buyers (bank statement dated within the last 30 days showing the full purchase amount).
- ▶ Verify the name on the pre-approval/bank statement matches the buyer who is coming.
- ▶ Confirm timeframe — are they buying in the next 30, 60, 90 days?
- ▶ Confirm price range fits your home (a \$300K-budget buyer touring a \$600K home is window-shopping).

6.2 Showings — Get Out of the Way

When an agent brings a buyer to your home, give them space. Many sellers feel the need to give a guided tour and point out every feature. This is almost always a mistake. Buyers find it intrusive and rushed.

- Let the buyer's agent (or the buyer) walk through at their own pace.

- The longer a buyer stays in your home, the more attached they become. Don't shorten that by hovering.
- Buyers want to picture their own furniture in the space. They can't do that with you watching.
- If you must be there, sit on the back patio or in the garage. Be available for questions but not on the heels.
- If the buyer is unrepresented (no agent), keep an eye on them — but discreetly.

⚠ Hide Your Valuables Before EVERY Showing

Theft during real estate showings is a real and common issue. Before any showing or open house, secure: jewelry, watches, cash, prescription medications (especially controlled substances), small electronics, firearms, important documents (passports, social security cards, deeds), and any easily-pocketable expensive items. Lock them in a safe, take them with you, or move them to a trusted friend's house. Do not assume the buyer's agent will keep an eye on everything.

6.3 Lockboxes and Showing Logistics

How will agents access your home for showings when you're not there? In Arizona, the industry standard is the SUPRA lockbox. These boxes can only be accessed by licensed Realtors who subscribe to the National Association of Realtors and a local association board. When an agent accesses the lockbox, an electronic record is created with the agent's name, contact info, and exact time of access. If something goes wrong after a showing — door left unlocked, lights left on, missing items — there is an instant audit trail.

- If you list via a flat-fee MLS service, ask if they provide SUPRA lockbox supply.
- If not, you can use a combination lockbox — less secure but better than nothing.
- Alternative: by-appointment-only showings where you (or a trusted person) are always present. Lower volume of showings, higher security.

6.4 Open Houses — Maximize the Day

An open house, run well, can produce 30–60 visitors in three hours and yield multiple offers by Monday morning. Run poorly, it produces 4 neighbors and zero traction.

✓ Open House Game Plan

- ▶ Schedule for Saturday or Sunday, 11 AM–2 PM (peak browsing hours).

- ▶ Advertise it 7 days ahead — Zillow, your MLS listing, every Facebook group, Nextdoor, and a neighborhood door-flyer.
- ▶ Place 6–10 directional signs at every nearby intersection on the morning of.
- ▶ Have a sign-in sheet (paper or digital — a QR code to a Google Form is great).
- ▶ Print 1-page color flyers with photos, specs, and your contact info.
- ▶ Light, neutral background music.
- ▶ Open every blind, turn on every light, fresh-baked cookies or coffee.
- ▶ Pets removed. Valuables secured. Garage closed if you're not showing it.
- ▶ Take notes after each visitor — name, agent, interest level, feedback.
- ▶ Follow up by phone or text with every visitor within 48 hours.

★ If You Want Help — Just for the Open House

- ▶ I can host an open house on your behalf even if you're managing the rest of the sale yourself. I'll use my social network, target nearby renters and homeowners, and handle the lookie-loo agents who just want a face-to-face to try to list your property.
- ▶ You also use that as an answer to every agent who calls wanting to 'preview' your home: "We have an open house scheduled — please bring your buyer that day." Saves you hours of one-off showings.

6.5 Feedback and Adjustments

Track every showing. After 5–10 showings, patterns emerge. Use them.

- If you hear repeatedly that the kitchen feels small — consider a paint refresh or improved lighting.
- If you hear repeatedly the price is too high — believe them.
- If you hear repeatedly the yard is too much work — consider offering a yard service credit.
- If you hear nothing because nobody is showing up — the problem is the listing, not the home (re-do photos, lower price, or both).

◆ Showings & Open Houses

✓ DO

- Pre-screen every prospective buyer.
- Get out of the way during showings.
- Hide valuables and medications before every showing.
- Use a SUPRA lockbox for tracking.
- Follow up with every visitor within 48 hours.

✗ DON'T

- Don't follow the buyer around explaining every feature.
- Don't show the home to anyone without proof of pre-approval or funds.
- Don't leave kids, pets, or another family member home during showings.
- Don't accept walk-up showings without verifying the visitor.
- Don't be home for your own open house — let visitors feel free to talk.

Part 7: Paperwork & Negotiations

This part is the longest. It is the longest because, in Arizona, the contract is where most FSBO deals die. The good news is that the Arizona Association of Realtors (AAR) has written standardized forms for almost everything. Use them. Don't invent your own contract language unless an attorney drafts it.

The forms you may need:

- Residential Resale Real Estate Purchase Contract
- Pre-Qualification Form (buyer's loan info) and/or Proof of Funds for cash offers
- Luke AFB Noise / Accident Potential Zone Disclosure Map
- Counter Offer
- Buyer's Inspection Notice and Seller's Response (BINSR)
- Seller's Property Disclosure Statement (SPDS)
- HOA Addendum
- Lead-Based Paint Disclosure (homes built before 1978)
- Cure Period Notice
- Solar Addendum
- Additional Clause Addendum
- Buyer Contingency Addendum
- Unrepresented Seller Compensation Agreement

You Are Entering a Legally Binding Contract

These forms create a real, enforceable, legally binding agreement. We strongly advise you to seek representation from a real estate attorney or a licensed Realtor to protect and promote your best interests. PLEASE READ THE ENTIRE CONTRACT AND ALL APPLICABLE ADDENDA BEFORE YOU SIGN ANYTHING.

7.1 The Residential Purchase Contract

The AAR Purchase Contract is the master document. Every other form attaches to it as an addendum. Below are the sections that most commonly trip up FSBO sellers. Section numbers below reference the standard AAR Resale Purchase Contract. Read these against the actual form when an offer comes in.

Earnest Money Deposit

This is the buyer's "good faith" deposit. Bigger is better. If the buyer breaches the contract, the deposit may be forfeited and awarded to you as liquidated damages.

- Typical earnest money in the Phoenix metro is 1% of the purchase price. On a \$500,000 home, that's \$5,000. Push for more.
- Earnest money is held by the escrow company — not you, not the buyer.
- The buyer can cancel during several built-in contingency windows and still get the deposit back. We'll walk through the main ones.
- In any cancellation, the escrow officer determines (based on the terms of the contract) who gets the earnest money. Remember: the purchase contract is just a set of instructions to the escrow officer.

Section 1g — Fixtures and Personal Property

Everything attached or affixed to the property is presumed to convey with the sale. Section 1g lists what stays unless you specifically exclude it. The standard list includes: built-in appliances, ceiling fans and remotes, central vacuum and attachments, draperies and other window coverings, fireplace equipment (affixed), affixed floor coverings, free-standing range/oven, garage door openers and remotes, light fixtures, mailbox, affixed media antennas/satellite dishes, outdoor fountains and lighting, outdoor landscaping (shrubbery, trees, unpotted plants), shutters and awnings, smart home devices (video doorbell, automated thermostat — transferring access counts), flush-mounted speakers, storage sheds, storm windows and doors, gas-log/pellet/wood-burning stoves, affixed timers, towel/curtain/drapery rods, wall-mounted TV brackets and hardware (TVs themselves do not convey), water-misting systems, window and door screens, sun shades, in-ground pool and spa/hot-tub equipment and covers, security and fire systems and alarms, water purification systems, water softeners, and affixed alternate power systems (solar).

- **If you want to keep something on this list** (grandma's chandelier, the wall-mounted TV bracket, the storage shed) — you must specifically exclude it in writing in the contract.
- **If you want something extra to convey** (your washer and dryer, an unaffixed gun safe, the patio furniture) — list it in the contract as included.

Section 2b — Loan Contingency

The buyer must obtain loan approval without Prior-to-Document ("PTD") conditions no later than 3 days prior to the Close of Escrow (COE) Date. No later than 3 days prior to COE, the buyer must do one of three things:

15. Sign all loan documents; OR
16. Deliver to you or escrow notice of loan approval without PTD conditions AND date(s) of receipt of Closing Disclosure(s) from the lender; OR
17. Deliver to you or escrow notice of inability to obtain loan approval without PTD conditions.

Section 2c — Unfulfilled Loan Contingency

If after diligent and good-faith effort the buyer cannot obtain loan approval and delivers timely notice (no later than 3 days prior to COE), the contract is cancelled and the buyer gets their earnest money back. If the buyer fails to deliver that notice, you may issue a Cure Notice (Section 7a). If they breach, you keep the earnest money.

Section 2d — Interest Rate / Necessary Funds

Inability to obtain loan approval because the buyer didn't lock the rate, or because the buyer doesn't have the down payment or required funds, is NOT considered an unfulfilled loan contingency. In plain English: if the buyer's funds were never actually there, that's the buyer's breach and you keep the earnest money.

Section 2k — Changes

If the buyer changes loan programs, financing terms, or lenders from what was in the original Pre-Qualification Form (or the Loan Status Update provided within 10 days), they must immediately notify you. Changes that adversely affect approval, increase your closing costs, or delay COE require your prior written consent.

Section 2l — Appraisal Contingency

The sale is contingent upon an appraisal acceptable to the lender for at least the purchase price. If the appraisal comes in low, the buyer has 5 days after notice of the appraised value to cancel and receive the earnest money back — OR the appraisal contingency is waived. (See Section 7b: if buyer waives the appraisal and then can't get the loan, you keep the earnest money.)

★ Listing Specialist Tip — How to Survive a Low Appraisal

- ▶ If the appraisal comes in low, you have four options: (1) lower the price to the appraised value; (2) ask the buyer to bring cash for the difference; (3) negotiate a meet-in-the-middle (you lower some, buyer brings some); (4) terminate and re-list.
- ▶ Before doing any of those, ask the lender to consider a Reconsideration of Value (ROV) with new comps you provide. Lenders aren't required to accept it, but they often do.
- ▶ An appraisal challenge has the best chance of success when you provide 3–6 strong recent comps the appraiser missed.

Section 4a — Seller's Property Disclosure Statement (SPDS)

You must deliver a completed SPDS to the buyer within 3 days after contract acceptance. The buyer can disapprove SPDS items within the Inspection Period or 5 days after receipt of the SPDS, whichever is later. We cover the SPDS in detail in section 7.5 below.

Section 4b — Insurance Claims History (CLUE Report)

You must deliver a written 5-year insurance claims history within 5 days after contract acceptance. The buyer can disapprove items within the Inspection Period or 5 days after receipt of the claims history, whichever is later. Most insurance companies can email this same-day if you call.

Section 4f — Changes During Escrow

If anything in the property or your prior disclosures changes during escrow (a new leak, a new system failure, a new HOA notice), you must immediately notify the buyer. That notice is treated as an SPDS update. Unless you are already obligated to fix it, the buyer has 5 days after notice to disapprove the change.

Section 5a — Condition of Premises

THE PROPERTY IS SOLD IN ITS PRESENT PHYSICAL CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE. You make no warranty as to condition, zoning, or fitness. However, you must maintain the property so at the earlier of possession or COE: (i) the property and any included personal property is in substantially the same condition as the day the contract was accepted; and (ii) all excluded personal property and debris is removed. The buyer is advised to do independent inspections. Repairs/improvements are addressed in Section 6j.

Section 5b — Warranties That Survive Closing

You warrant that you have disclosed to the buyer all material latent (hidden) defects and any information known to you that materially and adversely affects the consideration to be paid — excluding opinions of value. You also warrant that all labor, professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding COE will be paid in full prior to COE (this prevents mechanic's liens). And you warrant that information about connection to a sewer system or on-site wastewater treatment (conventional septic or alternative) is correct to the best of your knowledge.

Section 5c — Buyer Warranties

The buyer warrants they have disclosed to you any information that materially and adversely affects their ability to close. At the earlier of possession or COE, the buyer warrants they have conducted all desired independent inspections and investigations and they accept the property. The buyer also warrants they are not relying on any verbal representations except as disclosed in writing.

Section 6a — Inspection Period

The buyer's Inspection Period is 10 days after contract acceptance (unless a different number is specified in writing). During the Inspection Period, the buyer at their own expense will: (i) conduct all desired physical, environmental, and other inspections; (ii) make inquiries with government agencies, lenders, insurance agents, architects, and others; (iii) investigate building, zoning, fire, health, and safety codes for any hazards, violations, or defects; and (iv) verify any material MLS information.

If the presence of sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide, or other crime on or near the premises is material to the buyer, they must investigate during the Inspection Period.

The buyer must keep the property free of liens, indemnify and hold you harmless from claims arising from inspections, repair any damage from inspections, and provide you copies of all inspection reports at no cost.

Section 6g — Swimming Pool Barrier Regulations

If your home has a pool, the buyer must investigate state, county, and municipal pool barrier regulations and pay all costs of compliance prior to occupancy, unless otherwise agreed in writing. The buyer acknowledges receipt of the Arizona Department of Health Services private pool safety notice.

Section 6i — Buyer Disapproval (the BINSR)

This is the heart of the inspection negotiation. After inspections, the buyer delivers a Buyer's Inspection Notice and Seller's Response (BINSR). The buyer must elect one of two paths:

18. **Option 1: Immediately cancel** the contract. If their notice specifies disapproved items, the earnest money is released to the buyer.
19. **Option 2: Give the seller an opportunity** to correct or address the items disapproved. You then have 5 days to respond in writing. Failure to respond is conclusively deemed refusal to correct any of the items.

If you agree to correct items in writing, you must complete the repairs in a workmanlike manner and deliver paid receipts 3 days prior to COE. If you refuse to correct items, the buyer may cancel the contract within 5 days of your response (or after the response window expires). If the buyer does not cancel within those 5 days, they must close escrow without those items being corrected.

Critical: Verbal discussions do not extend these timeframes. Only a written agreement signed by both parties can extend response times or cancellation rights. "BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS."

Section 6l — Walkthroughs

You grant the buyer and their inspectors reasonable access to walkthrough(s) to verify any agreed repairs were completed and that the property is in substantially the same condition as on the date of contract acceptance. If the buyer skips the walkthrough, they release you and the broker(s) from liability for defects that could have been discovered.

Section 6m — Seller's Responsibility Regarding Inspections

You must make the property available for all inspections and walkthroughs with reasonable notice. You must keep all utilities ON — including propane — until COE so the buyer can conduct these inspections and walkthroughs at your expense.

Section 7a — Cure Period

Either party gets an opportunity to cure a potential breach. If a party fails to comply with the contract, the other party delivers a written notice (a Cure Notice) specifying the non-compliance. The non-complying party has 3 days after delivery to cure. If they don't, that failure becomes a breach.

Section 7b — Breach

If the buyer breaches, you may cancel and/or pursue any remedy in law or equity (subject to the Alternative Dispute Resolution obligations in the contract). Because actual damages are difficult to fix, the earnest money may be deemed a reasonable estimate of damages and you may accept it as your sole right to damages. In certain specific breaches (Section 2b failure to deliver loan notice, or appraisal-

contingency-waiver scenarios), the contract requires you to accept the earnest money as your sole damages remedy.

Section 8h — Days

All references to days are calendar days. A day begins at 12:00 a.m. and ends at 11:59 p.m.

Section 8i — Calculating Time Periods

In computing any time period, the day of the act or event from which the period begins is NOT included, and the last day of the period IS included. Contract acceptance occurs on the date the signed contract (and any counter offer) is delivered to and received by the appropriate broker. Acts that must be performed 3 days prior to COE must be performed 3 full days prior (i.e., if COE is Friday, the act must be performed by 11:59 p.m. Monday).

7.2 The Pre-Qualification Form (or Proof of Funds)

If the buyer is obtaining a loan, the offer will (or should) include an AAR Pre-Qualification Form. Read it carefully. Don't just glance at the signature.

Pre-Qualified vs. Pre-Approved — A Critical Distinction

- **Pre-qualified:** The loan officer had a verbal conversation with the buyer, reviewed the buyer's credit report, and received SOME (not all) supporting financial documentation. The buyer is **LIKELY** qualified, but the loan officer almost certainly does NOT have everything needed to send the file to an underwriter for approval.
- **Pre-approved:** All required supporting documents have been submitted to the loan underwriter and the buyer has a full approval. The buyer only needs a signed purchase contract and a successful appraisal at or above contract price.

A pre-approved buyer is dramatically less likely to fall out of escrow than a pre-qualified one.

Line 8 — Sale or Lease of Another Property

The form indicates whether the buyer IS or IS NOT relying on the sale or lease of another property to qualify for this loan. If the buyer is relying on a sale or lease, you must request supporting documents showing that the sale or lease is signed by the subsequent buyer or tenant **BEFORE** you accept the offer. If the buyer must sell a property to obtain the loan to buy yours, the offer **MUST** have a Buyer Contingency Addendum attached. See Section 7.13 below.

Line 9 — Seller Concessions

The form indicates whether the buyer IS or IS NOT relying on seller concessions for buyer's loan costs, impounds, title/escrow costs, recording fees, and (if applicable) VA loan costs not permitted to be paid by buyer. Concessions reduce your net proceeds — read this carefully.

Lines 24–31 — Documentation Status

Pay close attention to the checked boxes. You want to see boxes checked "Yes" or "N/A". If a box is checked "No", that document is required to obtain the loan and the loan officer has not yet received it from the buyer. If the information not yet provided is different from the verbal discussion between the buyer and the loan officer, this can have a major impact on the buyer's ability to obtain approval. THIS IS ONE OF THE MOST COMMON REASONS TRANSACTIONS FALL APART.

Three Questions to Ask the Loan Officer — Always

Before you accept any offer that depends on financing, pick up the phone and call the loan officer listed on the pre-qual form. Ask three questions:

- 20. **Question 1:** Is the buyer pre-qualified or pre-approved?
- 21. **Question 2:** At this stage, have you verified the buyer's funds for down payment and other amounts required for loan approval?
- 22. **Question 3:** Do you have ALL supporting documents required for underwriting approval?

If the answer is "No" to any of these, the buyer is in the initial stages of the loan process. It doesn't necessarily mean a denial is coming — but the risk is materially higher.

Cash Offers — Verify Funds Before You Sign

If you receive a cash offer, you **MUST** ask to see a bank statement dated within the last 30 days showing a balance for at least the purchase price. Do this **BEFORE** you sign and accept the contract. Verify that the name on the statement matches the name on the contract. You'd be surprised how often the name on the bank statement does not match the buyer — meaning the buyer is not actually in possession of the funds.

7.3 Luke AFB Noise Contour Map — Disclosure

If your property is close to or within the Luke Air Force Base noise contour areas (large parts of the West Valley including Litchfield Park, Glendale, El Mirage, Surprise, Avondale, Goodyear, Buckeye), you must disclose this. The best practice: have the buyer sign and date a copy of the Luke AFB Noise/APZ map (with the same date as the Purchase Contract) and keep it for your records.

This way, the buyer cannot bring any future claim against you after close of escrow regarding jet flyover noise. Every brokerage requires their agents to have all parties sign this map at the time of submitting an offer and the seller's response, as a preventative measure. Follow the same practice if you're selling without an agent.

7.4 The Counter Offer

If there is ANY part of the initial contract terms that you, as the seller, want to change, you **MUST** counter that item on the Counter Offer form. **VERBAL DISCUSSIONS DO NOT CHANGE THE CONTRACT.** Parties often have verbal discussions about changes. But people forget. People misunderstand each other's intentions. Disagreements occur, sometimes tensions rise, and when they do, the aggressor will conveniently forget your verbal agreement and hold to what is in writing.

Your contract is instructions to the escrow officer. If it is not in writing, it does not exist.

★ Counter Offer Strategy

- ▶ Counter the price, the closing date, the seller concessions, the inspection period length, the earnest money amount, the inclusions/exclusions — anything you want to change.
- ▶ If you receive multiple offers, you can either choose one to counter, OR issue a Multiple Counter (each offeror gets the same counter terms and the first to accept wins).
- ▶ Don't counter every line item — pick your battles. Push hardest on the things that hit your net proceeds (price, concessions, repair credits).

7.5 Buyer's Inspection Notice & Seller's Response (BINSR)

After all inspections and investigations are complete, the buyer uses the BINSR to elect one of four options:

23. Accept the property in its current condition.
24. Reject the property and cancel the contract — refunded their earnest deposit.
25. Provide you, the seller, an opportunity to address the items disapproved by buyer.
26. Ask you for a monetary credit/concession in lieu of repairs. (The buyer must submit an addendum with this request and attach it to the BINSR.)

Be sure to read Sections 6i and 6j of the contract AND the BINSR form **BEFORE** you respond to the buyer in writing on the BINSR. When you receive the BINSR from the buyer, the balance (if any) of their 10 days is waived. You then have 5 days to respond on page 3 by checking the box on one of the three

options. If you disagree with the buyer's original items, the buyer will have 5 days to give you their final decision: cancel the contract, or accept your response and proceed to closing.

★ **How To Win the Inspection Negotiation**

- ▶ Almost every inspection report finds 10–30 items. Most are minor. Don't panic.
- ▶ Categorize requests into three buckets: (1) safety and code (you usually have to fix these — GFCI outlets in wet areas, smoke detectors, broken stair rails); (2) major systems (roof leak, HVAC down, water heater leaking — usually you fix or credit); (3) cosmetic and 'wear and tear' (cracked tile, scuffed paint — push back, the home is sold AS-IS per Section 5a).
- ▶ Credits are almost always better than doing the repairs yourself — you avoid the warranty risk, the workmanship dispute, and the timing pressure. Offer credits at closing instead of repairs whenever possible.
- ▶ If the requests feel excessive, respond with what you'll do and let the buyer decide whether to walk. Many buyers who threaten to walk over inspection items aren't really willing to start over.

⚠ **Verbal Promises Don't Count**

Once the BINSR is exchanged, **ONLY** written communication counts. If you call the buyer's agent and verbally agree to fix five items, but then check a different box on the BINSR, the BINSR controls. Always match your written response to what was negotiated, and don't sign the BINSR response until both sides have agreed in writing.

7.6 Seller's Property Disclosure Statement (SPDS)

The best advice I can give you when completing the SPDS: **YOU WON'T BE SUED FOR DISCLOSING TOO MUCH.** You **CAN** be sued for disclosing too little.

Pay particular attention to questions regarding:

- Proximity to airport noise and flight paths (Luke AFB, Sky Harbor, Phoenix-Mesa Gateway, smaller regional airports).
- Railroad noise and proximity to train lines.
- Major roads, highways, and traffic.
- Past leaks, mold, foundation issues, or insurance claims.
- Pool, spa, septic, well, and any alternative power systems.

- HOA disputes, special assessments, and pending litigation.
- Any work done without permits.
- Deaths or crimes that occurred on the property.

Read every question thoroughly and answer honestly. Use the "Additional Explanation" section to add details, context, or clarifications.

⚠ Updating the SPDS Mid-Transaction

If you are under contract with a buyer who completed an inspection AND gave you a copy of the report, and then the transaction was cancelled for any reason — you now KNOW about defects you didn't know about before. That is new information to you because of the inspection report. You MUST update your SPDS and initial on the appropriate update line (around line 285 of the AAR SPDS form). You may also want to attach the previous inspection report to the updated SPDS to fully disclose to your next buyer. Failure to update an SPDS after you've learned of new defects is one of the most common causes of post-closing seller lawsuits.

7.7 Insurance Claims History (CLUE Report)

The CLUE (Comprehensive Loss Underwriting Exchange) report is a 5-year insurance claim history. Per Section 4b of the AAR contract: you must deliver a written 5-year insurance claims history within 5 days after contract acceptance (or, if you've owned the property less than 5 years, the claims history for the length of time you've owned it).

Sources, in order of preference: your insurance company, an insurance support organization, or a consumer reporting agency. If unavailable from those sources, you can provide a written history yourself.

If you have not yet called your insurance company or agent, do so now. Most insurance carriers can email this report to you the same day you request it. Some require you submit a request through their website.

Pro-Active Disclosure — Why It Wins You Money

Having the SPDS and CLUE ready and available for buyers to review BEFORE the buyer writes an offer is a powerful move. When buyers see from the SPDS and CLUE that:

- Past claims have been resolved cleanly;
- The home is free of major issues;

- Important systems (A/C, water heater, furnace, pool equipment) have been updated or upgraded;
- Repairs have been done over the years (showing you take care of the property);

...they read it as: this seller is honest, the home is solid, this won't be a messy deal. That confidence translates directly into a stronger initial offer.

Many homeowners knowingly have repairs needed around the home and wait for the home inspector to catch them. That strategy almost always backfires: a messy inspection report leads to adversarial repair negotiations, killed deals, or big concessions.

7.8 HOA Addendum

If your property is part of an HOA, this form is required. It must be filled out by you and made available to the buyer BEFORE the buyer submits their offer.

On the form, the buyer signs as acknowledgment of the disclosed fees and then elects who (buyer or seller) pays each fee. By Arizona law, certain fees can only be paid by certain parties:

- The buyer shall pay all prepaid association fees.
- The seller shall pay all disclosure fees as required by Arizona law.

(See lines 77–78 of the HOA Addendum.)

★ How to Fill Out the HOA Addendum Without Pulling Your Hair Out

- ▶ Have the form in front of you when you call your HOA management company. They'll usually quote you the fees in the order listed on the form.
- ▶ Pay close attention to the EXACT NAME of each fee the management company gives you. Different communities use different names for similar fees, and certain fees are restricted by state law as to who can pay them.
- ▶ Request your HOA resale package early. Many management companies charge \$200–\$500 and take 5–10 business days to produce it. Order it the day you decide to list.

7.9 Lead-Based Paint Disclosure

If your home was built prior to 1978, there may be lead-based paint present. Federal law requires you to provide the EPA-approved Lead-Based Paint Disclosure (and the booklet "Protect Your Family From Lead in Your Home"). If you have records or test reports about LBP, provide copies with this signed form.

Buyers must be given a 10-day window to conduct a lead-based paint inspection (this is in addition to the standard 10-day inspection period unless waived in writing).

7.10 Cure Period Notice

If either party (buyer or seller) is in non-compliance with a term or terms of the contract, the compliant party must submit a Cure Notice to the non-compliant party. The party in non-compliance then has 3 days to remediate.

If they fail to remediate, they will be in breach of contract and the compliant party MAY cancel the contract. "May" — not "must." If your buyer doesn't comply with a term and you issue a Cure Notice and they fail to cure, you don't have to cancel. You decide.

Important: If your buyer doesn't comply with the terms of the contract, you cannot just call the escrow officer and demand they cancel the escrow. You **MUST** use the Cure Notice form to start a proper cancellation. Email the escrow officer your written notice and documentation of the situation. The escrow officer can only enforce the terms of the contract — and the contract requires this written notice process.

7.11 Solar Addendum

If your home has a solar system, there is a significant difference between an OWNED system and a LEASED system that you must be aware of.

If the Solar System Is Owned

Within 3 days after contract acceptance, you must deliver to the buyer all documents in your possession pertaining to the Solar System. These are collectively called the "Solar System Documents."

The buyer must provide notice of any Solar System related disapproved items within the Inspection Period or 5 days after receipt of the Solar System Documents, whichever is later. Buyer's failure to deliver a signed notice of cancellation within the specified time period is conclusively deemed buyer's election to proceed.

If the Solar System Is Leased

Within 3 days after contract acceptance, you must: (i) deliver the most recent version of the Solar System lease/loan; (ii) deliver all other Solar System documents in your possession; (iii) provide the name and phone number of the Lessor; and (iv) notify the Lessor of the sale, the name of the Buyer, and the name of the Escrow Company.

The contract is then contingent on the buyer obtaining approval from the Lessor to assume the Solar System lease/loan under existing terms and conditions no later than 3 days prior to COE ("Assumption Approval"). If the buyer cannot obtain Assumption Approval and delivers timely notice, the contract is cancelled and the buyer gets the earnest money back.

⚠ **Leased Solar Can Kill Your Deal Late**

Inspect that the buyer has initiated and completed the lease/loan assumption application early in the process. Verify in writing from the solar company that the buyer is approved. If this isn't completed early and the buyer ultimately doesn't qualify for the assumption, you could be left with a cancellation 3 days before COE and weeks of lost time off-market. Push your buyer to apply on Day 1 of contract acceptance.

★ **Get Your Solar Documents Ready Now**

- ▶ If you don't have your Solar System Documents on hand, get them now. Call your solar company and request: original purchase or lease agreement, warranty documents, monitoring login transfer instructions, production reports, and any transfer/assumption packet.
- ▶ If your system is leased, ask the leasing company for the buyer-qualification requirements (typical: minimum FICO 650–680). If your likely buyer profile won't qualify, that's a problem you'd rather know now than at day 28 of escrow.

7.12 Additional Clause Addendum

The AAR Additional Clause Addendum is a pre-written set of common clauses. Instead of writing custom language into the contract (which usually creates ambiguity), check the appropriate box on this form and you get clean, attorney-drafted legal language.

Common clauses include: buyer to occupy as primary residence; back-on-market provisions; rent-back agreements; AS-IS provisions; release of broker liability; FIRPTA non-foreign affidavits; and more.

Rule of thumb: Avoid adding custom written terms to the contract unless you have a Realtor or attorney drafting them. The Additional Clause Addendum almost always has a pre-written option for what you're trying to accomplish.

7.13 Buyer Contingency Addendum

If you have a buyer who must sell another property to close on the purchase of your home, READ THIS DOCUMENT IN ITS ENTIRETY. The Buyer Contingency Addendum has two boxes:

Option 1 — Buyer Has Not Yet Accepted an Offer on Their Property

"This contract is contingent on Buyer accepting an offer to purchase Buyer's real property."

In this case, the buyer hasn't yet found a buyer for their own home. You'd want to verify if their property is listed on the market and review a full market analysis to determine if their property is priced correctly. (Most homes listed in a buyer's market are overpriced.) The biggest benefit to YOU as the seller is that you can accept a backup offer. If a backup offer is better, you can give your current buyer a 3-day notice to remove the contingency. If they can't or won't, you cancel the contract and proceed with the backup. (See lines 33–39 of the addendum.)

Option 2 — Buyer's Property Is Already Under Contract

"Buyer has already accepted an offer to purchase Buyer's real property."

In this case, you cannot cancel and accept a backup offer unless the sale of the buyer's property falls out of escrow or doesn't close by the date specified on the addendum.

Either way: Request copies of all market information used to set the buyer's property list price. Even if the buyer has their property under contract, if it's not a cash sale, that buyer's sale still requires a successful appraisal for loan approval. Three contingencies stacked together is risky business — be deliberate about whether to accept it.

7.14 Unrepresented Seller Compensation Agreement

You'll use this form ONLY in the event an agent brings a buyer to purchase your home. It outlines the agreed-upon commission you will pay the buyer's agent upon successful closing, paid from your proceeds. The amount can be a percentage or a fixed dollar amount.

The form also:

- Sets an expiration date for the agreement.
- Serves as written notice that the buyer's agent and their broker do NOT represent you in this transaction.
- Protects you from later claims by the agent that they expected to be paid for showings that didn't end up in a deal.

Sign This BEFORE the Showing — Not After

If an agent calls and wants to show your home, the time to negotiate the Unrepresented Seller Compensation Agreement is BEFORE the showing happens. Once an agent shows your home and

their client makes an offer, you're in a much weaker negotiating position. Send the agreement, signed by you with the commission terms filled in, before you confirm the showing.

Part 8: Reading and Negotiating Offers

Most FSBO sellers focus only on the price when an offer comes in. That is a \$10,000 mistake. The terms of the contract — closing date, contingencies, financing, concessions, earnest money — are often worth more than a \$5,000 price bump.

8.1 What to Look At — In Order

27. **Buyer qualification.** Pre-approval (not pre-qualification) or verified proof of funds. Without this, no other term matters.
28. **Net to you.** Run the net sheet for THIS offer. Price minus concessions minus repair credits minus co-broke minus closing costs = net.
29. **Earnest money amount.** Bigger is better. Aim for 1% or more.
30. **Contingencies.** Inspection (10 days standard), appraisal, financing, sale-of-buyer's-property, HOA review, solar assumption.
31. **Closing date and possession.** Does it match your timeline? Will you need a rent-back?
32. **Inclusions and exclusions.** Anything the buyer is asking you to leave behind that isn't a fixture (refrigerator, washer/dryer, patio furniture).
33. **Seller concessions.** Closing cost credits, repair credits, home warranty. These all reduce your net.

8.2 Multiple Offers — Run It Like an Auction

★ Multiple Offer Strategy

- ▶ If you have multiple offers, you have leverage. Use it.
- ▶ Don't just accept the highest one — read all of them as a portfolio. The highest price with weak financing is usually inferior to a slightly lower cash offer.
- ▶ You have three options: (1) accept one as-is; (2) counter the best one and reject the rest; (3) issue a Multiple Counter Offer to all of them with your best terms and let them re-bid.
- ▶ If you go the Multiple Counter route, set a firm deadline (e.g., 24 or 48 hours). The pressure usually drives at least one buyer to come up.

- ▶ Always have a #2 backup in writing before you sign with your #1 buyer. If #1 falls out at inspection, you save weeks by going directly to backup.

8.3 Negotiating Beyond Price

If price negotiations stall, look at these levers — they often unlock the deal without costing you much net:

- Closing date flexibility — buyers will often pay more for a closing date that aligns with their lease end or their other purchase.
- Rent-back — you stay in the house 30–60 days after closing, paying the buyer a daily rate. Often free for the first 3 days as a goodwill gesture.
- Home warranty — \$500–\$700 cost to you, but worth \$2,000+ in buyer peace of mind.
- Specific inclusions — leaving the refrigerator or washer/dryer for the buyer can sometimes save the deal.
- Repair credits instead of repairs — covered in Part 7.

⚠ **Don't Counter Yourself**

Once you make a counter offer, STOP and wait for the buyer to respond. Sellers who get nervous and call the buyer's agent to 'soften' their counter end up giving up leverage they didn't need to give up. Patience wins money.

Part 9: Escrow, Inspection, and Appraisal

Congratulations — you're under contract. Now starts the most stressful 30–45 days of the process. The deal can still die at three points: inspection, appraisal, and financing. Your job is to keep all three on track.

9.1 The First 72 Hours Under Contract

✓ First 72 Hours Checklist

- ▶ Open escrow with the title/escrow company named in the contract. Wire the buyer's earnest money instructions or confirm they have been received.
- ▶ Send the buyer your completed SPDS within 3 days (Section 4a).
- ▶ Send the buyer the CLUE/Insurance Claims History within 5 days (Section 4b).
- ▶ If applicable, deliver Solar System Documents within 3 days (Solar Addendum).
- ▶ If applicable, deliver Lead-Based Paint disclosures.
- ▶ Confirm the buyer's loan officer (Section 7.2 — three questions to ask).
- ▶ Schedule the home inspection (buyer chooses inspector; you provide access).
- ▶ Confirm all utilities will remain ON through closing (Section 6m).

9.2 Inspection Week

The buyer will schedule a home inspection within their 10-day Inspection Period. They may also schedule additional specialty inspections — termite, sewer scope, pool, roof, HVAC, foundation, asbestos, mold. Make the property available with reasonable notice.

Three things to remember during inspection week:

- Don't be home during the inspection. The buyer and their agent are inside for 2–4 hours. Get out.
- Make sure all utilities are ON, all access panels are accessible, attic and crawl spaces are reachable, garage and shed are unlocked.
- Don't volunteer any new information to the inspector. If they ask a direct question, answer honestly and briefly.

9.3 The BINSR Negotiation

Covered in detail in Part 7.5. The key takeaway: respond in writing on the BINSR within 5 days. Categorize requests into safety/code, major systems, and cosmetic. Credit instead of repair when you can.

9.4 Appraisal

If the buyer is financing, the lender will order an appraisal within the first 2 weeks of escrow. The appraiser is hired by the lender (not the buyer or seller) and is supposed to be an independent third party.

Your job:

- Make the home spotless for the appraisal — appraisers DO subjectively factor in presentation.
- Prepare a packet of 3–6 strong recent comps and leave it on the kitchen counter with a one-page summary of recent improvements and any premium features.
- Be friendly but brief. Don't follow the appraiser around. Hand them the comps packet, point out anything genuinely notable, then get out of the way.

If the Appraisal Comes in Low

Per Section 2l of the contract, the buyer has 5 days after notice of the appraised value to cancel and receive their earnest money back, OR the appraisal contingency is waived. Your options:

- Lower the purchase price to the appraised value.
- Ask the buyer to bring extra cash to cover the gap.
- Meet in the middle — you reduce some, buyer brings some.
- Walk away and re-list (rarely the best choice unless the appraisal was wildly off and you have strong comps).
- Submit a Reconsideration of Value (ROV) with stronger comps — sometimes succeeds, often does not.

9.5 Financing — Section 2b Deadlines

The buyer must have loan approval without PTD (Prior to Document) conditions no later than 3 days prior to COE. If they don't, they must give notice — or you can issue a Cure Notice and potentially keep the earnest money. Stay in touch with the buyer's loan officer throughout escrow; don't wait for surprises.

⚠ Watch For Changes in Loan Program

Per Section 2k, the buyer must immediately notify you of any changes in their loan program, financing terms, or lender. Without your prior written consent, they can only make changes that don't adversely affect approval, increase your costs, or delay COE. If they switch lenders or loan types and don't notify you, that's a contract breach.

Part 10: Closing the Deal

You've made it. The inspection is done, the appraisal is in, the loan is approved. Now you sign, you get paid, and you hand over the keys.

10.1 The Days Before Closing

✓ Final Week Checklist

- ▶ Cancel homeowner's insurance effective the day after closing (don't cancel before — title companies need it active through COE).
- ▶ Schedule utility transfers — most utilities transfer effective the closing date.
- ▶ Arrange final readings if your area requires them.
- ▶ Notify your HOA management company of the sale (some require it; check your CC&Rs).
- ▶ Notify USPS of your forwarding address.
- ▶ Cancel or transfer subscriptions tied to the address (newspaper, gym, gardening, pool service).
- ▶ Complete any seller-side repairs you committed to in the BINSR — deliver paid receipts to the buyer 3 days before COE.
- ▶ Schedule final cleaning if you committed to one in the contract.
- ▶ Final walkthrough — the buyer will likely conduct one in the 24–48 hours before closing.

10.2 The Closing Day Itself

- Most Arizona closings are conducted at a title company. Some use mobile notaries who come to your home or office.
- Bring a government-issued photo ID.
- Bring all keys, garage door openers, mailbox keys, gate access cards, alarm codes, pool equipment manuals, appliance manuals.
- If you have an outstanding mortgage, the title company will wire the payoff directly to your lender from the buyer's funds.
- Your net proceeds will be wired to your bank account (usually same-day, sometimes next-day) or available as a cashier's check.

⚠ Wire Fraud — The #1 Threat to Your Closing Money

Wire fraud in real estate is rampant. Scammers monitor email accounts and at the last minute send fake wire instructions that match the title company's branding. Tens of thousands of sellers have lost their entire proceeds to this scam — and the funds are almost never recovered. Three rules: (1) Never trust wire instructions sent by email. (2) Always call the title company at a phone number you independently verified (not from the email) and confirm wire instructions verbally before sending or receiving any money. (3) If anything feels off — last-minute changes, urgency, slightly different email addresses — STOP and call. Always.

10.3 After Closing

- The title company records the deed with the county. This typically happens same-day or next-day.
- Possession transfers per the contract — usually at recording, sometimes at a specific time agreed in writing.
- You'll receive a Closing Disclosure with all final numbers.
- Keep the closing package for at least 7 years for tax purposes.

10.4 Taxes — A Note Before You Spend the Money

Selling your home can have tax consequences:

- Capital gains exclusion — if the home was your primary residence for at least 2 of the last 5 years, you can exclude up to \$250,000 of gain (\$500,000 for married filing jointly) from federal tax. State rules may vary.
- Form 1099-S — the title company may file this to report the sale to the IRS. Make sure you receive a copy.
- 1031 Exchange — if the property is an investment property (not your primary residence), you may be able to defer capital gains by exchanging into another investment property. This **MUST** be set up **BEFORE** closing — your title company cannot do it retroactively.
- Consult a CPA before you make assumptions. The wrong assumption can cost you tens of thousands.

Part 11: Common Pitfalls and Final Warnings

After many years in this business, I can predict — with uncomfortable accuracy — exactly where FSBO sellers get into trouble. Here are the ten most common ways FSBO deals go sideways. Read them. Memorize them.

11.1 The Top 10 FSBO Mistakes

34. **Overpricing the home.** Covered exhaustively in Part 2. The single most expensive mistake.
35. **Skiping professional photos.** Cell phone photos kill listings before they start.
36. **Not getting on the MLS.** You instantly cut your buyer pool by 70–80%.
37. **Failing to pre-screen buyers.** Wastes time, creates security risk, opens you to scams.
38. **Hovering during showings.** Kills buyer engagement.
39. **Verbal agreements instead of written.** If it's not in writing, it doesn't exist.
40. **Missing contract deadlines.** Inspection, financing, appraisal — every one has a clock.
41. **Under-disclosing on the SPDS.** You won't be sued for over-disclosing. You will be sued for under-disclosing.
42. **Negotiating the inspection emotionally.** Use the BINSR framework. Credits over repairs.
43. **Falling for wire fraud at closing.** Always verify wire instructions by phone.

11.2 When To Stop and Call a Professional

FSBO is right for many people, in many situations. It is not right for every person in every situation. Hit pause and consult a Realtor or attorney if any of these apply:

- You receive an offer with terms you don't understand.
- The buyer's offer includes a Buyer Contingency Addendum (contingent on the sale of their property).
- Your home has solar, a pool, a septic system, or other complex features and the buyer is asking detailed questions you can't answer.
- The inspection report comes back with major findings (foundation, roof, HVAC, mold, asbestos).
- The appraisal comes in low and the buyer asks for a price reduction.
- You're emotionally activated — the buyer feels rude, you feel insulted, you can't think straight.

- You're in week 6 with no offers.
- Any title issue, lien, or legal complication surfaces.

⚠ Final Warning — Disclosure Liability Survives Closing

Per Section 5b of the AAR contract, your warranties about disclosed information SURVIVE CLOSING. Buyers can sue you years later if it turns out you knew about a defect and didn't disclose it. Always disclose more, not less. When in doubt, write it down. The cost of over-disclosure is a slightly lower offer. The cost of under-disclosure can be a six-figure lawsuit and a damaged reputation.

Part 12: When You Want a Pro in Your Corner

This manual exists to give you every tool a listing specialist would use. Most sellers can run a successful FSBO with it. Some can't — or shouldn't. There is zero shame in deciding partway through that you'd rather have a pro running the play.

12.1 Three Common Reasons Sellers Call Me Mid-FSBO

44. **"It's been 30 days and we have no offers."** Almost always a pricing, photo, or exposure issue. Often fixable in 7–14 days with a strategic relaunch.
45. **"We have an offer and we don't know how to read it."** I can review an offer and help you counter — even on an hourly basis — without taking over the listing.
46. **"The buyer just sent a 22-item inspection list and we're panicking."** BINSR negotiation is what listing agents do every week. A pro response can save the deal and save you thousands.

12.2 What I Bring To the Table

- Full ARMLS exposure with professional listing input.
- Professional photography, drone, floor plans, and video — included.
- Comprehensive market analysis with supply/demand, price/time, and bracketed comps.
- Negotiation experience across hundreds of transactions.
- Targeted marketing tools that reach renters and nearby homeowners in your community.
- A network of trusted lenders, inspectors, contractors, photographers, and title professionals.
- Lithub syndication to 750+ real estate websites buyers actually use.
- Open-house hosting using my social network and software-based targeting.
- A code of conduct and fiduciary duty backed by the Arizona Department of Real Estate and NAR.

12.3 Flexible Engagement Options

I don't believe in one-size-fits-all. Depending on where you are in your sale, I can engage with you in different ways:

- **Full-service listing** — I take the whole project. Photography, MLS, marketing, showings, negotiation, closing.

- **Hourly consultation** — Pay only for the help you actually need. Contract review, BINSR negotiation, pricing strategy.
- **Open-house hosting** — I run an open house on your behalf so you can keep selling the rest of the home FSBO. This is a great opportunity to schedule all of the other agents who say they just want to preview the home because they may have a buyer – but really they just want to attempt talking you into listing your home with them. I'll handle those agents for you.
- **Comparative Market Analysis** — A real, complete CMA with the four reports we discussed in Part 2.

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A Final Word

You have everything you need.

If you follow this manual — really follow it, not just skim it — you stand a real chance of selling your home faster, for more money, and with fewer headaches than the average seller who hands the entire process over to someone else.

The discipline that matters most is this: stay in writing, stay on the timelines, stay honest on the disclosures, and stay unemotional during the negotiations. Every painful mistake I have ever watched a FSBO seller make traces back to a violation of one of those four rules.

Selling a home is a part-time job for a couple of months. It is also an enormous financial event. Treat it with the seriousness and discipline it deserves, use this manual as your playbook, and you will be just fine.

And if at any point you decide you would rather hand the keys to a pro — even just for a single piece of the project — I am one phone call away. No pressure. No obligation. Just help.

To your success,

Justin Thorstad

Listing Specialist | home got SOLD.

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Appendix A: Glossary of Real Estate Terms

AAR — Arizona Association of Realtors. Publisher of the standardized residential purchase contract and addenda used in Arizona.

APN — Assessor's Parcel Number. A unique number assigned by the county assessor to identify a specific parcel of real estate.

ARMLS — Arizona Regional Multiple Listing Service. The primary MLS used in the Phoenix metropolitan area.

BINSR — Buyer's Inspection Notice and Seller's Response. The AAR form used to communicate inspection findings and negotiate repairs/credits.

Close of Escrow (COE) — The day the transaction officially closes — when the deed is recorded and funds are disbursed.

CLUE Report — Comprehensive Loss Underwriting Exchange. A 5-year history of insurance claims on a property. Required disclosure under Section 4b of the AAR contract.

Co-Broke Commission — Compensation offered to the buyer's agent by the seller. Typically 2.5%–3% in the Phoenix metro.

Comps (Comparables) — Recent sales of similar nearby properties used to determine market value.

Contingency — A condition that must be met for the contract to proceed. Common contingencies: inspection, appraisal, financing, sale of buyer's home.

Counter Offer — A formal written response to an offer that changes one or more terms. Verbal changes are not binding.

Cure Notice / Cure Period — A 3-day window to remedy a contract non-compliance before it becomes a breach.

Earnest Money — The buyer's good-faith deposit, held by escrow. Forfeited to the seller if the buyer breaches; refunded if the buyer terminates under a contingency.

Escrow — A neutral third party (typically a title company in Arizona) that holds money and documents until the transaction closes.

FSBO — For Sale By Owner. A home sold without a listing agent.

HOA Addendum — Required AAR form disclosing HOA fees and obligations. Must be provided to the buyer before offer.

Inspection Period — The window (default 10 days) during which the buyer conducts due diligence and can cancel or request repairs.

MLS — Multiple Listing Service. A database of homes for sale used by real estate professionals.

Net Proceeds — What the seller actually receives at closing after all costs and deductions.

Pre-Approval — A loan status where the lender has reviewed all documents and has full underwriting approval — much stronger than pre-qualification.

Pre-Qualification — A preliminary loan status based on a verbal conversation and partial documents. Weaker than pre-approval.

PTD (Prior to Document) — Conditions a buyer must satisfy before the lender will release loan documents for signing.

ROV (Reconsideration of Value) — A request for the appraiser to re-evaluate based on new comps or information.

SPDS — Seller's Property Disclosure Statement. Required AAR form on which the seller discloses known information about the property.

SUPRA — An electronic lockbox system used by licensed Realtors. Tracks every access by agent name and time.

Title Insurance — A policy that protects the buyer (owner's policy) and the lender (lender's policy) against title defects.

Unrepresented Seller Compensation Agreement — The AAR form used when an agent brings a buyer to a FSBO seller and the seller agrees to pay that agent a commission.

Appendix B: Quick-Reference Timeline

Use this as your at-a-glance timeline once you're under contract on a standard AAR transaction. Day 0 = date of contract acceptance.

Day 0 Contract accepted. Earnest money due within standard time (typically 1–3 days).

By Day 3 Seller delivers completed SPDS to buyer. Seller delivers Solar System Documents (if applicable).

By Day 5 Seller delivers CLUE / Insurance Claims History to buyer.

Days 1–10 Inspection Period. Buyer conducts all inspections and investigations.

By Day 10 (default) Buyer delivers BINSR with items disapproved or accepts the home as-is.

Within 5 days of BINSR Seller responds in writing on BINSR Page 3.

Within 5 days of Seller response Buyer's final decision — proceed or cancel.

Days 1–14 Lender orders appraisal. Appraisal typically completed by Day 14–21.

Within 5 days of low appraisal notice Buyer must cancel or waive appraisal contingency.

3 days prior to COE Buyer must have loan approval without PTD conditions OR notice of inability.

3 days prior to COE Seller delivers paid receipts for any agreed-upon repairs.

1–2 days prior to COE Buyer's final walkthrough.

COE Day Signing, funding, recording, possession.

Appendix C: Master Checklist

Use this end-to-end checklist as your project plan.

Before You List

- ☐ Define your why, walk-away price, and absolute deadline.
- ☐ Pull a written mortgage payoff.
- ☐ Build your net proceeds sheet at three prices.
- ☐ Pull all documents (Part 1.3 checklist).
- ☐ Identify your help team (attorney, title, photographer).
- ☐ Order pre-listing inspection (optional).
- ☐ Order CLUE report from your insurer.
- ☐ Begin filling out the SPDS.

Prep & Marketing

- ☐ Declutter (30% reduction).
- ☐ Depersonalize.
- ☐ Deep clean (professional).
- ☐ Touch-up paint, minor repairs.
- ☐ Refresh curb appeal.
- ☐ Hire a professional real estate photographer.
- ☐ Order yard sign, lockbox, and flyer box.
- ☐ Sign up with a flat-fee MLS service.
- ☐ Post on Zillow, Realtor.com, ForSaleByOwner, Facebook, Craigslist, Nextdoor.
- ☐ Set up listing landing page with photos and floor plan.
- ☐ Plan first open house for week 1–2.

Once Live

- ☐ Track showings and feedback weekly.
- ☐ Review pricing and activity at days 7 and 14.
- ☐ Adjust photos, price, or staging based on feedback.
- ☐ Pre-screen every buyer (Part 6.1 checklist).
- ☐ Run an open house each weekend.
- ☐ Maintain SPDS updates if new info surfaces.

Under Contract

- ☐ Open escrow / confirm escrow officer.
- ☐ Confirm earnest money received.
- ☐ Send SPDS to buyer within 3 days.
- ☐ Send CLUE to buyer within 5 days.
- ☐ Send Solar Documents within 3 days (if applicable).
- ☐ Send Lead-Based Paint disclosure (if applicable).
- ☐ Confirm buyer's loan officer (three questions).
- ☐ Make property available for inspections.
- ☐ Respond to BINSR within 5 days.
- ☐ Coordinate appraisal access.
- ☐ Track financing progress weekly with loan officer.
- ☐ Complete agreed repairs; deliver receipts 3 days before COE.
- ☐ Schedule final cleaning if required.
- ☐ Be present (or available) for final walkthrough.

Closing & Beyond

- ☐ Verify wire instructions by phone with title company.
- ☐ Cancel insurance effective day after COE.
- ☐ Transfer utilities.
- ☐ Notify HOA.
- ☐ Submit USPS forwarding address.

- ☐ Gather all keys, openers, codes, manuals.
- ☐ Bring photo ID to signing.
- ☐ Confirm wire of net proceeds.
- ☐ Store closing package safely for 7 years.
- ☐ Consult CPA about capital gains and 1099-S.