

ELECTION

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

41. Compensation paid by a Buyer or Seller to their Broker is always fully negotiable and the amount chosen shall be documented in a separate written employment agreement after discussion with their Broker. Should a Seller also choose to offer compensation to a Buyer's Broker, the offered amount is fully negotiable and agreed upon after discussion with Seller's Broker.

45. (BUYER OR SELLER INITIALS REQUIRED) _____ / _____

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

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

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

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

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

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

^ PRINT NAME _____ ^ PRINT NAME _____

^ SIGNATURE _____ MO/DA/YR _____ ^ SIGNATURE _____ MO/DA/YR _____

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Buyer Advisory



A Resource for Real Estate Consumers

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

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

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

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

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

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

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

Reminder:

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

Please Note:

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

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Section 1

COMMON DOCUMENTS A BUYER SHOULD REVIEW

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

1 Purchase Contract

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

[Residential Resale Real Estate Purchase Contract](#)
(Arizona REALTORS® Residential Resale Purchase Contract)

Contingency Waivers

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

2 MLS Printout

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

3 The Subdivision Disclosure Report (Public Report)

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

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

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

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

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

4 Seller's Property Disclosure Statement (SPDS)

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

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

<https://bit.ly/3HDnA0u> (AAR Sample SPDS)
<http://www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx>
(ADRE Property Buyer's Checklist)

5 Covenants, Conditions and Restrictions (CC&Rs)

The CC&Rs are recorded against the property and generally empower a homeowner's association to control certain aspects of property use within the development. By purchasing a property in such a development, the buyer agrees to be bound by the CC&Rs. The association, the property owners as a whole, and individual property owner can enforce the CC&Rs. It is essential that the buyer review and agree to these restrictions prior to purchasing a property.

<http://www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx>
(ADRE Property Buyer's Checklist)

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

<https://www.aaronline.com/arizona-deed-restrictions/>
(Arizona Deed Restrictions webpage)

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

6 Homeowners Association (HOA) Governing Documents

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

<http://bit.ly/2ebBSLH> (A.R.S. 33-1260);

<http://bit.ly/2e8jdM3> (A.R.S. 33-1806)

<http://bit.ly/1rCq9kd> (ADRE HOA Information)

7 HOA Disclosures

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

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

<http://bit.ly/2e8jdM3> (A.R.S. 33-1806)

8 Community Facilities District

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

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

9 Title Report or Title Commitment

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

<https://www.homeclosing101.org/> (American Land Title Association)

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

10 Loan Information and Documents

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

<https://www.consumerfinance.gov/owning-a-home/>

(Buying a house: Tools & Resources for Homebuyers)

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

11 Home Warranty Policy

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

12 Affidavit of Disclosure

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

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

(AAR Sample Affidavit of Disclosure)

13 Lead-Based Paint Disclosure Form

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

<http://bit.ly/2O4pL4A> (AAR Sample Form)

<https://bit.ly/3uzq5Kb> (ADRE Lead Based Paint Information)

14 Professional Inspection Report

The importance of having a property inspected by a professional inspector cannot be over-emphasized. An inspection is visual physical examination, performed for a fee, designed to identify material defects in the property.

The inspector will generally provide the buyer with a report detailing information about the property's condition. The buyer should carefully review this report with the inspector and ask the inspector about any item of concern. Pay attention to the scope of the inspection and any portions of the property excluded from the inspection.

<https://www.homeinspector.org/ConsumerInformation>
(ASHI Home Buyer's Guide)

15 County Assessors/Tax Records

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

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

Cochise:
<http://bit.ly/1oUS7ok>

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

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

Graham:
<http://bit.ly/2JGz2ZO>

Greenlee:
<http://bit.ly/2SCTzu6>

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

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

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

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

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

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

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

Yavapai:
[Assessor's Office Home](#)
<http://yavapaiaz.gov>

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

16 Termites and Other Wood Destroying Insects and Organisms

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

<https://agriculture.az.gov/pestspest-control/termites>
(AZDA-Termite Information)
<http://bit.ly/2GiGIR%20> (AZDA-Wood Destroying Insect Inspection Reports)
<https://tarf.azda.gov/> (AZDA-Search for Termite Reports)

17 Foreign Investment in Real Property Tax Act (FIRPTA)

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

<https://bit.ly/3w10GsF> (I.R.S. FIRPTA Definitions)
<https://www.irs.gov/Individuals/International-taxpayers/firpta-withholding> (I.R.S. FIRPTA Information)
<https://www.irsvideos.gov/Individual/education/FIRPTA>
(I.R.S. FIRPTA Video)

Section 2

COMMON PHYSICAL CONDITIONS IN THE PROPERTY A BUYER SHOULD INVESTIGATE

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

1 Repairs, Remodeling and New Construction

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

USE OF LICENSED CONTRACTORS

A contractor's license is required for work performed on a property unless the aggregate contract price, including labor and material, is less than \$1,000, the work performed is of a "casual or minor nature," and no building permit is required. An unlicensed property owner may also perform work themselves if the property is intended for occupancy solely by the owner. If, however, the property is listed or offered for sale or rent within one year of the completed work, it is considered prima facie evidence that the owner performed the work for purposes of sale or rent.

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

<https://roc.az.gov/before-hire> (Before you Hire a Contractor-Tips)
<https://remodelingdoneright.nari.org/> (National Association of the Remodeling Industry)

<https://apps-secure.phoenix.gov/PDD/Search/Permits> (Phoenix Building Permit Search)

<https://www.tucsonaz.gov/Departments/Planning-Development-Services/Permits> (Tucson Building permit records)

Other cities- search Planning & Development

2 Square Footage

Square footage on the MLS printout or as listed by the county assessor's records is often only an estimate and generally should not be relied upon for the exact square footage. An appraiser or architect can measure the property's size to verify the square footage.

If the square footage is important, you should have it confirmed by one of these experts during the inspection period in a resale transaction and prior to executing a contract on a new home transaction.

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

3 Roof

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

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

4 Swimming Pools and Spas

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

<https://www.aaronline.com/2010/10/27/pool-barrier-law-contact-information/> (AAR-Pool Barrier Laws & Information)
[36-1681 - Pool enclosures; requirements; exceptions; enforcement \(azleg.gov\)](https://azleg.gov) (A.R.S. 36-1681 Swimming Pool Enclosures)

5 Septic and Other On-Site Wastewater Treatment Facilities

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

<https://azdeq.gov/notice-transfer-and-inspection-onsite-wastewater> (ADEQ - AZ Statewide Inspection Program File a Notice of Transfer Online)

6 SEWER

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

7 Water/Well Issues

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

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

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

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

<https://new.azwater.gov/adjudications>
Department of Water Resources – Adjudications)

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

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

8 Soil Problems

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

Other areas are subject to fissure, subsidence and other soil conditions. Properties built on such soils may experience significant movement causing a major problem.

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

<https://azgs.arizona.edu/center-natural-hazards/problem-soils>
(Problem Soils -UA Science AZ Geological Survey)
<http://bit.ly/2yfvVHR>
(Information on Land Subsidence & Earth Fissures)
www.btr.state.az.us
(State Certified Engineers & Firms)

9 Previous Fire/Flood

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

10 Pests

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

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

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

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

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

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

<https://agriculture.az.gov/pests-pest-control/household-pests/scorpions>
(Scorpions – Information)
<https://agriculture.az.gov/pests-pest-control/household-pests/bed-bugs>
(Bed Bugs – Information)
<https://agriculture.az.gov/pestspest-control/household-pests/roof-rats>
(Roof Rats)
<https://agriculture.az.gov/pestspest-control/termites>
(Termite Information)
<https://agriculture.az.gov/pestspest-control/agriculture-pests/bark-beetles>
(Bark Beetles – Information)

11 Endangered & Threatened Species

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

[Arizona Ecological Services Field Office | U.S. Fish & Wildlife Service \(fws.gov\)](#)

(Arizona Ecological Services) (Arizona Endangered Species) _

12 Death and Felonies on the Properties

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

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

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

13 Indoor Environmental Concerns

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

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

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

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

Epa.gov/indoor-air-quality-iaq

(EPA-Indoor Air Quality)

<https://www.epa.gov/mold>

(EPA-Mold)

<https://www.cdc.gov/mold/default.htm>

(CDC-Mold Information)

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

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

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

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

bit.ly/2kRk7jm (Drywall Information Center)

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

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

<https://www.epa.gov/asbestos> (Asbestos Information)

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

Methamphetamine & Fentanyl Laboratory Cleanup)

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

14 Property Boundaries

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

https://www.azpls.org/secure/find_surveyor.asp

(AZ BTR Land Surveyors)

15 Flood Insurance/Flood Plain Status

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

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

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

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

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

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

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

Other Arizona Counties: Consult County Websites.

16 Insurance (Claims History)

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

[Consumer Resources \(naic.org\)](#) (Helping You Navigate Insurance and Make Better Informed Decisions)

17 Other Property Conditions

Plumbing: Check functionality.

Cooling/Heating: Make sure the cooling and heating systems are adequate. If it is important to you, hire a qualified heating/cooling inspector.

<https://www.epa.gov/ods-phaseout> (Phaseout of Ozone-Depleting Substances -ODS)

Electrical Systems: Check for functionality and safety.

Section 3

CONDITIONS AFFECTING THE AREA SURROUNDING THE PROPERTY THE BUYER SHOULD INVESTIGATE

Every property is unique; therefore, important conditions vary.

Environmental Concerns

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

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

<https://azdeq.gov/landfills> (ADEQ-Landfills)

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

<https://www.azdeq.gov/wildfire-support> (Wildfire Support)

1 Environmentally Sensitive Land Ordinance

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

<https://www.scottsdaleaz.gov/codes/eslo>
(ELS and NAOS)

2 Electric and Magnetic Fields (EMFs)

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

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

3 Superfund Sites

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

<https://azdeq.gov/superfund-sites> (AZ ADEQ-Superfund Sites)
<https://www.epa.gov/superfund> (EPA Superfund)

4 Freeway Construction and Traffic Conditions

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

<https://azdot.gov/projects> (ADOT Statewide Projects)
<https://az511.com> (ADOT Road Conditions)

5 Crime Statistics

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

<https://communitycrimemap.com/> (Crime Statistics - All Arizona Cities)

6 Sex Offenders

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

<https://www.azdps.gov/services/public/offender>

(Registered Sex Offender and Community Notification)

<https://www.nsopw.gov/>

(National Sex Offender Public Site)

7 Forested Areas

Life in a forested area has unique benefits and concerns. As with other natural disasters that affect the United States in any given year including flooding, tornados, hurricanes and earthquakes, having information regarding wildfire risk will be crucial for Buyers here in the Southwest. To get the most up to date information on the community you are seeking to purchase in, search by city name, zip code and/or contact county/city fire authority for more information on issues particular to a community.

www.wildfirerisk.org

(Search - Community Wildfire Risk)

<https://dffm.az.gov/fire/prevention/firewise>

(Arizona Fire Wise Communities)

<https://www.nfpa.org/Public-Education/By-topic/Wildfire/Firewise-USA>

(Public Education/Fire Wise USA)

8 Military and Public Airports

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

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

<https://azre.gov/military-airports>

(ADRE - Maps of Military Airports Boundaries)

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

(ADRE - Maps of Public Airports & Boundaries)

<https://www.skyharbor.com/FlightPaths>

(Phoenix Skyharbor Airport - General Information)

9 Zoning/Planning/Neighborhood Services

Information may be found on community websites.

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

[https://www.tucsonaz.gov/Departments/Planning-](https://www.tucsonaz.gov/Departments/Planning-Development-Services)

[Development-Services](https://www.tucsonaz.gov/Departments/Planning-Development-Services) (Tucson)

10 Schools

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

Visit the Arizona Department of Education website for more information.

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

ADRE ADVISES:

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

<https://azre.gov/consumers/property-buyers-checklist-home-or-land>

(ADRE)

11 City Profile Report

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

<https://www.moving.com/real-estate/city-profile/>

(Find City Stats & Information)

Section 4

OTHER METHODS OF GETTING INFORMATION ABOUT A PROPERTY

Drive Around the Neighborhood

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

Talk to the Neighbors

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

Investigate Your Surroundings

Google Earth is an additional method to investigate the surrounding area: [Google Earth](https://www.google.com/earth/)

Section 5

RESOURCES

Market Conditions Advisory

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

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

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

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

[Market Conditions Advisory](#) (Arizona REALTORS® – Sample Forms)

Fair Housing and Disability Laws

It is illegal under the Fair Housing Act and Arizona Fair Housing laws for a property owner/seller, landlord, property manager or real estate professional to discriminate in the sale, rental, and financing of housing and in other housing-related activities against another person based on certain protected characteristics.

The National Association of REALTORS® Code of Ethics also prohibits discrimination or aiding in discrimination. It is unlawful to discriminate on the basis of race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability.

<https://www.aaronline.com/manage-risk/other-advisories/>

(Arizona REALTORS® Fair Housing Advisory)

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

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

Wire Fraud

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

<https://www.aaronline.com/manage-risk/other-advisories/>

(Arizona REALTORS® Wire Fraud Advisory)

[Mortgage Closing Scams](#) (CFPB-How to Protect Yourself)

Additional Information

NATIONAL ASSOCIATION OF REALTORS® (NAR)

<https://www.nar.realtor/>

Ten Step Guide to Buying a Home (Realtor.com)

<http://bit.ly/3pOqXX7>

Home Closing 101

www.homeclosing101.org

Information about Arizona Government, State Agencies and Arizona REALTORS®

Arizona Department of Real Estate Consumer Information

www.azre.gov/InfoFor/Consumers.aspx

Arizona Association of REALTORS®

www.aaronline.com

BUYER ACKNOWLEDGMENT

Buyer acknowledges receipt of all 13 pages of this Advisory.

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

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

^BUYER SIGNATURE DATE

^BUYER SIGNATURE DATE



BUYER-BROKER AGREEMENT TO SHOW PROPERTY

Document:
August 2024



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



1. **Buyer:** _____ (“Buyer”)

2. **Broker:** ProEx Realty Management acting through
FIRM NAME

3. **Agent:** _____ (“Broker”).
AGENT’S NAME AGENT’S NAME

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

5. Buyer engages Broker for the purpose of viewing property and providing other real estate services at Buyer’s discretion that may

6. include contract negotiation and advocacy services throughout a real estate transaction.

7. **Term:** This Agreement shall commence on _____ and expire at 11:59 p.m. on _____ (“Expiration Date”).

8. **Property:** Buyer instructs Broker to locate and show Property meeting the following general description:

9. Residential Land Commercial Other: _____

10. **Agency:** The agency relationship between Broker and Buyer determines how Broker will work on Buyer’s behalf and will be

11. documented in the Real Estate Agency Disclosure and Election form.

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

14. **Broker Compensation:** If Broker represents Buyer in the purchase of a property, as indicated on the purchase contract that was

15. signed prior to the Expiration Date, Buyer agrees to compensate Broker as follows (“Broker Compensation”):

16. **(CHECK ONLY ONE AND FILL IN THE COMPENSATION):**

17. _____% of the full purchase price or exchange value; or

18. \$ _____; or

19. other: _____

20. Broker Compensation shall be due and paid at the time of, and as a condition of, close of escrow. Buyer authorizes Broker to

21. accept compensation from seller or seller’s broker, which shall be credited against Broker Compensation. Broker will not receive

22. any amount greater than Broker Compensation from any source for services provided in this Agreement.

23. **Buyer Showing Instructions:** Broker shall show property listings that fit Buyer’s criteria regardless of compensation offered to

24. Broker by seller or seller’s broker unless instructed otherwise by Buyer in writing. If necessary, Buyer instructs Broker to negotiate

25. Broker Compensation to be paid by seller or seller’s broker. These negotiations shall not jeopardize, delay, or interfere with the

26. initiation, processing, or finalizing of a transaction.

27. **Equal Housing Opportunity:** Broker’s policy is to abide by all local, state, and federal laws prohibiting discrimination against any

28. individual or group of individuals. For more information, see Fair Housing Advisory.

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

30. ^ BUYER’S SIGNATURE MO/DA/YR ^ BUYER’S SIGNATURE MO/DA/YR

31. ^ BUYER’S NAME PRINTED ^ BUYER’S NAME PRINTED

32. TELEPHONE EMAIL ADDRESS

33. ProEx Realty Management
FIRM NAME

34. ^ AGENT’S SIGNATURE MO/DA/YR ^ AGENT’S SIGNATURE MO/DA/YR

For Broker Use Only:
Brokerage File/Log No. _____ Manager’s Initials _____ Broker’s Initials _____ Date _____
MO/DA/YR

RESIDENTIAL SELLER DISCLOSURE ADVISORY

Document updated:
February 2023



WHEN IN DOUBT – DISCLOSE!



Arizona law requires the seller to disclose material (important) facts about the property, even if you are not asked by the buyer or a real estate agent. These disclosure obligations remain even if you and the buyer agree that no Seller's Property Disclosure Statement ("SPDS") will be provided.

The SPDS is designed to assist you, the seller, in making these legally required disclosures and to avoid inadvertent nondisclosures of material facts. To satisfy your disclosure obligations and protect yourself against alleged nondisclosure, you should complete the SPDS by answering all questions as truthfully and as thoroughly as possible. Attach copies of any available invoices, receipts, permits, warranties, inspection reports, and leases, to ensure that you are disclosing accurate information. Use the blank lines to explain your answers. If you do not have the personal knowledge to answer a question, it is important not to guess – use the blank lines to explain the situation.



If the buyer asks you about an aspect of the property, you have a duty to disclose the information, even if you do not consider the information material.* You also have a legal duty to disclose facts when disclosure is necessary to prevent a previous statement from being misleading or misrepresented: for example, if something changes.

If you do not make the legally required disclosures, you may be subject to civil liability.

Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

Note: These disclosures are warranties that survive closing.

If you are using the Arizona Association of REALTORS® ("AAR") Residential Resale Real Estate Purchase Contract, the seller is required to deliver "a completed AAR Residential SPDS form to the Buyer within three (3) days after Contract acceptance." If the Seller does not provide the SPDS as the Contract requires, the Seller is potentially in breach of the Contract, thereby enabling the Buyer to cancel the transaction and receive the earnest money deposit.

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

R RESIDENTIAL SELLER'S PROPERTY DISCLOSURE STATEMENT (SPDS) *(To be completed by Seller)*

Document updated:
February 2023



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



MESSAGE TO THE SELLER:

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

INSTRUCTIONS: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the explanation lines to explain. *By signing on page 9, you acknowledge that the failure to disclose known material information about the Property may result in liability.*

MESSAGE TO THE BUYER:

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

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

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

PROPERTY AND OWNERSHIP

- As used herein, "Property" shall mean the real property and all fixtures and improvements thereon and appurtenances incidental thereto, plus fixtures and personal property described in the Contract.

3. **LEGAL OWNER(S) OF PROPERTY:** _____

4. _____ Date Acquired: _____

5. **PROPERTY ADDRESS:** _____

(STREET ADDRESS)

(CITY)

(STATE)

(ZIP)

6. Does the Property include any leased land? Yes No

7. Explain: _____

8. **NOTICE TO SELLER: Arizona law imposes certain requirements on the sale or lease of subdivided and unsubdivided land or lots. If a sale involves six or more parcels, lots, or fractional interests being sold, certain requirements are imposed on the Seller for a Subdivision Public Report. Information may be obtained by contacting the Arizona Department of Real Estate. A.R.S. 32-2101 (56) and (57).**

- Are you aware if the Property is located in an unincorporated area of the county? Yes No If yes, and five or fewer parcels of land other than subdivided land are being transferred, the Seller must furnish the Buyer with a written Affidavit of Disclosure in the form required by law.

13. The Property is currently (Check all that apply): Owner-occupied Rental/Leased Estate Vacant If vacant, how long? _____

14. Other: _____ Explain: _____

15. If a rental property, how long? _____ Expiration date of current lease: _____ (Attach a copy of the lease if available.)

16. If any refundable deposits or prepaid rents are being held, by whom and how much? Explain: _____

17. _____

18. Are you aware of any regulations surrounding length of time for rentals? Yes No Explain: _____

19. _____

20. Is the legal owner(s) of the Property a foreign person pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA)?

21. Yes No If yes, consult a tax advisor; mandatory withholding may apply.

22. Is the Property located in a community defined as an age restricted community? Yes No

23. Explain: _____

24. Approximate year built: _____. If the Property was built prior to 1978, Seller must furnish the Buyer with a lead-based paint disclosure form.

25. Are you aware if the Property is designated as a historic home or located in a historic district? (A.A.C. R12-8-301) Yes No

Initials >

BUYER BUYER

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

26.
27.
28.

NOTICE TO BUYER: If the Property is in a subdivision, a subdivision public report, which contains a variety of information about the subdivision at the time the subdivision was approved, may be available by contacting the Arizona Department of Real Estate or the homebuilder. The public report information may be outdated. www.azre.gov

YES NO

- 29. Have you entered into any agreement to transfer your interest in the Property in any way, including rental renewals or options to purchase? Explain: _____
- 30. _____
- 31. Are you aware if there are any association(s) regulating the Property? If yes, Mandatory Voluntary (If no, skip to line 40.)
- 32. If yes, provide contact(s) information: Name: _____ Phone #: _____
- 33. Name: _____ Phone #: _____
- 34. If yes, are there any fees? How much? \$ _____ How often? _____
- 35. How much? \$ _____ How often? _____
- 36. Are you aware if the Property has any association(s) notices of potential violation(s) or unresolved violation(s)?
- 37. Explain: _____
- 38. Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?
- 39. Explain: _____
- 40. Are you aware of any of the following recorded against the Property? (Check all that apply):
- 41. Judgment liens Tax liens Notice of Default Other non-consensual liens
- 42. Explain: _____
- 43. Are you aware of any assessments affecting the Property? (Check all that apply):
- 44. Paving Sewer Water Electric Other
- 45. Explain: _____
- 46. Are you aware of any of the following title issues affecting the Property? (Check all that apply):
- 47. Recorded easements Use restrictions Lot line disputes Encroachments Variance(s)
- 48. Unrecorded easements Use permits Other _____
- 49. Explain: _____
- 50. Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)? (If no, skip to line 54.)
- 51. If yes, provide the name of the CFD: _____
- 52. If yes, are there any fees? How much? \$ _____ How often? _____
- 53. The CFD fees are Included in the Property Taxes Paid Separately
- 54. Are you aware of any public or private use paths or roadways on or across the Property? Explain: _____
- 55. _____
- 56. Are you aware of any problems with legal or physical access to the Property? Explain: _____
- 57. _____
- 58. The road/street access to the Property is maintained by the County City Homeowners' Association
- 59. Privately Not Maintained
- 60. If privately maintained, is there a road maintenance agreement? (Attach agreement if available.)
- 61. Explain: _____
- 62. Are you aware of any notices of potential violation(s) or unresolved violation(s) of any of the following? (Check all that apply):
- 63. Zoning Building Codes Utility Service Sanitary health regulations Municipal Ordinances
- 64. Covenants, Conditions, Restrictions (CC&R's) Other _____ (Attach a copy of notice(s) if available.)
- 65. Explain: _____

Initials >

BUYER	BUYER

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

66.
67.
68.

NOTICE TO BUYER: Your claims history, your credit report, the Property's claims history, occupancy and other factors may affect the insurability of the Property and at what cost. Under Arizona law, your insurance company may cancel your homeowner's insurance within 60 days after the effective date. Contact your insurance company.

69. Are you aware of any homeowner's insurance claims having been filed against the Property?

70. Explain: _____

BUILDING AND SAFETY INFORMATION

YES NO

71. **ROOF / STRUCTURAL:**

72. **NOTICE TO BUYER: Contact a professional to verify the condition of the roof.**

73. Approximate age of roof? _____

74. Are you aware of any past or present roof leaks? Explain: _____

75. _____
76. Are you aware of any other past or present roof problems? Explain: _____

77. _____
78. Are you aware of any roof repairs? Explain: _____

79. _____
80. Is there a roof warranty? (Attach a copy of warranty if available.)

81. If yes, is the roof warranty transferable? Cost to transfer: _____

82. Are you aware of any interior wall/ceiling/door/window/floor problems? Explain: _____

83. _____
84. Are you aware of any past or present cracks or settling involving the foundation, exterior walls or slab? Explain: _____

85. _____
86. Are you aware of any chimney or fireplace problems, if applicable? Explain: _____

87. _____
88. Are you aware of any damage to any structure on the Property by any of the following? (Check all that apply):

89. Flood Fire Wind Expansive soil(s) Water Hail Other _____

90. Explain: _____

91. **WOOD INFESTATION:**

92. **NOTICE TO BUYER: Contact Office of Pest Management for past termite reports or treatment history on file.**
93. **<https://agriculture.az.gov>**

94. Are you aware of any of the following:

95. Past presence of termites or other wood destroying organisms on the Property?

96. Current presence of termites or other wood destroying organisms on the Property?

97. Past or present damage to the Property by termites or other wood destroying organisms?

98. Explain: _____

99. _____

100. Are you aware of past or present treatment(s) of the Property for termites or other wood destroying organisms? (If no, skip to line 105.)

101. If yes, date last treatment was performed: _____

102. Name of treatment provider(s): _____

103. Is there a treatment warranty? (Attach a copy of warranty if available.)

104. If yes, is the treatment warranty transferable? Cost to transfer: _____.

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

YES NO

- 105. HEATING & COOLING:
106. Heating: Type(s)
107. Approximate Age(s)
108. Cooling: Type(s)
109. Approximate Age(s)
110. Are you aware of any past or present problems with the heating or cooling system(s)?
111. Explain:
112. PLUMBING:
113. Are you aware of the type of water pipes, such as galvanized, copper, PVC, CPVC, PEX or polybutylene?
114. If yes, identify:
115. Are you aware of any past or present plumbing problems? Explain:
116.
117. Are you aware of any water pressure problems? Explain:
118. Type of water heater(s): Gas Electric Solar Tankless Approx. Age(s):
119. Are you aware of any past or present water heater problems? Explain:
120.
121. Is there a landscape watering system? If yes, type: Automatic Timer Manual Both
122. If yes, are you aware of any past or present problems with the landscape watering system?
123. Explain:
124. Are there any water treatment systems? (Check all that apply):
125. Water Filtration Reverse Osmosis Water Softener Other
126. Is water treatment system(s) Owned Leased (Attach a copy of lease if available.)
127. Are you aware of any past or present problems with the water treatment system(s)?
128. Explain:
129. SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:
130. Does the Property contain any of the following? (Check all that apply):
131. Swimming pool Spa Hot tub Sauna Water feature
132. If yes, are either of the following heated? Swimming pool Spa If yes, type of heat:
133. Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?
134. Explain:
135. Are you aware if a swimming pool was: Removed Capped/decked over Filled
136. Explain:
137. Do you lease any pool equipment? Explain:
138.
139. ELECTRICAL AND OTHER RELATED SYSTEMS:
140. Are you aware of the type of wiring? (Check all that apply): Copper Aluminum Other
141. Are you aware of any past or present problems with the electrical system? Explain:
142.
143. Is there a charging station for an electric vehicle? If yes, Owned Leased (Attach a copy of lease if available.)
144. Is there a security system? If yes, is it (Check all that apply):
145. Owned Leased (Attach a copy of lease if available.) Monitored Other
146. Are you aware of any past or present problems with the security system? Explain:
147.

Initials>

BUYER BUYER

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

- YES NO**
148. Does the Property contain any of the following systems or detectors? (Check all that apply):
149. Smoke/fire detection Fire suppression (sprinklers) Carbon monoxide detector
150. If yes, are you aware of any past or present problems with the above systems? Explain: _____
151. _____

MISCELLANEOUS:

152. Are you aware of any animals/pets that have resided in the Property? If yes, what kind: _____
153. Are you aware of or have you observed any of the following anywhere on the Property? (Check all that apply):
154. Scorpions Rabid animals Bee swarms Rodents Reptiles Bed Bugs Other _____
155. Explain: _____
156. Has the Property been serviced or treated for pests, reptiles, insects, birds or animals? If yes, how often: _____
157. Name of service provider(s): _____ Date of last service: _____
158. _____
159. _____

NOTICE TO SELLER AND BUYER: A contractor's license is required for work performed on a property unless the aggregate contract price, including labor and material, is less than \$1,000, the work performed is of a "casual or minor nature," and no building permit is required. An unlicensed property owner may also perform work themselves if the property is intended for occupancy solely by the owner. If, however, the property is listed or offered for sale or rent within one year of the completed work, it is considered prima facie evidence that the owner performed the work for purposes of sale or rent. Owners of property who are acting as developers, who improve structures or appurtenances to structures on their property for the purpose of sale or rent, and who contract with a licensed general contractor must identify the licensed contractors' names and license numbers in all sales documents. (A.R.S. § 32-1121)

169. Are you aware of any work performed on the Property, such as building, plumbing, electrical or other improvements or alterations or room conversions? (If no, skip to line 186.)
170. Are you aware if permits for the work were obtained? Explain: _____
171. Was the work performed by a person licensed to perform the work? Explain: _____
172. Was approval for the work required by any association governing the Property? Explain: _____
173. If yes, was approval granted by the association? Explain: _____
174. Was the work completed? Explain: _____
175. _____
176. List the names and license numbers of all contractors and scope of work that has been performed on the Property in the past year:

Contractor Name	License Number	Scope of Work
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

177. Explain: _____
178. _____
179. _____
180. _____
181. _____
182. _____
183. Are there any security bars or other obstructions to door or window openings? Explain: _____
184. If there are security bars, are quick releases installed in the bedrooms? Explain: _____
185. _____
186. Are you aware of any past or present problems with any built-in appliances? Explain: _____
187. _____
188. _____
189. _____

Initials>

BUYER	BUYER

>>

UTILITIES/SERVICES

190. DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?

YES NO

NAME OF PROVIDER

- 191. Cable / Satellite: _____
- 192. Electricity: _____
- 193. Fire: _____
- 194. Public Private
- 195. Flood Irrigation: _____
- 196. Fuel: Natural gas Propane Oil _____
- 197. If propane tank, Owned Leased (Attach a copy of lease if available.)
- 198. Garbage Collection: _____
- 199. Public Private
- 200. Internet: _____
- 201. Telephone: _____
- 202. Water Source: _____
- 203. Public Private water co. Hauled water _____
- 204. Private well Shared well If water source is a private or shared well, complete and attach Domestic Water Well/Water Use Addendum.
- 205. _____

NOTICE TO BUYER: If the Property is served by a well, private water company or a municipal water provider, the Arizona Department of Water Resources may not have made a water supply determination. For more information about water supply, or any of the above services, contact the provider.

- 209. Are you aware of any past or present drinking water problems? Explain: _____
- 210. _____
- 211. U.S. Postal Service delivery is available at: Property Post Office Other _____
- 212. Cluster Mailbox, Box Number _____ Location _____
- 213. Are there any alternate power systems serving the Property? (If no, skip to line 224.)
- 214. If yes, indicate type (Check all that apply):
- 215. Solar Wind Generator Other _____
- 216. Are you aware of any past or present problems with the alternate power system(s)? Explain: _____
- 217. _____
- 218. Are any alternate power systems serving the Property leased? Explain: _____
- 219. _____
- 220. If yes, provide name and phone number of the leasing company (Attach copy of lease if available.): _____
- 221. _____

NOTICE TO BUYER: If the Property is served by a solar system, Buyer is advised to read all pertinent documents and review the cost, insurability, operation, and value of the system, among other items.

SEWER/WASTEWATER TREATMENT

YES NO

- 224. Is the entire Property connected to a sewer?
- 225. If no, is a portion of the Property connected to a sewer? Explain: _____
- 226. _____
- 227. If the entire Property or a portion of the Property is connected to a sewer, are you aware if a professional verified the sewer connection? If yes, how and when: _____
- 228. _____
- 229. Is there a lift pump? Explain: _____

230. **NOTICE TO BUYER: Contact a professional to conduct a sewer verification test.**

231. **YES NO**

231. Type of sewer: Public Private Planned and approved sewer system, but not connected

232. Name of Provider: _____

233. Are you aware of any past or present problems with the sewer? Explain: _____

234. Is the Property served by a septic/On-Site Wastewater Treatment Facility? **(If no, skip to line 250.)**

235. If yes, the Facility is: Conventional septic system Alternative system; type: _____

236. Number of Facilities: _____

237. If the Facility is an alternative system, is it currently being serviced under a maintenance contract?

238. If yes, name of contractor: _____ Phone #: _____

239. Approximate year Facility was installed: _____ (Attach copy of permit if available.)

240. Are you aware of any repairs or alterations made to this Facility since original installation?

241. Explain: _____

242. _____

243. Approximate date of last Facility inspection and/or pumping of septic tank: _____

244. Are you aware of any past or present problems with the Facility? Explain: _____

245. _____

246. Are you aware if a Facility was: Abandoned Capped Removed

247. Explain: _____

248. **NOTICE TO SELLER AND BUYER: The Arizona Department of Environmental Quality requires a Pre-Transfer Inspection of On-Site Wastewater Treatment Facilities on re-sale properties.**

249. _____

ENVIRONMENTAL INFORMATION

YES NO

250. Are you aware of any past or present issues or problems with any of the following on the Property? (Check all that apply):

251. Soil settlement/expansion Drainage/grade Erosion Fissures Dampness/moisture Other

252. Explain: _____

253. Are you aware of any past or present issues or problems in close proximity to the Property related to any of the following? (Check all that apply):

254. Soil settlement/expansion Drainage/grade Erosion Fissures Other _____

255. Explain: _____

256. _____

257. **NOTICE TO BUYER: The Arizona Department of Real Estate provides earth fissure maps to any member of the public in printed or electronic format upon request and on its website at www.azre.gov.**

258. _____

259. Are you aware if the Property is subject to any present or proposed effects of any of the following? (Check all that apply):

260. Airport noise Traffic noise Rail line noise Neighborhood noise Landfill Toxic waste disposal

261. Odors Nuisances Sand/gravel operations Other _____

262. Explain: _____

263. Are you aware if any portion of the Property has ever been used as a "Clandestine drug laboratory" (manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy or LSD)?

264. _____

265. Are you aware if the Property is located in the vicinity of a public or private airport?

266. Explain: _____

YES NO

267.
268.
269.
270.
271.

NOTICE TO SELLER AND BUYER: Pursuant to Arizona law a Seller shall provide a written disclosure to the Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated to record a document at the County Recorder's Office disclosing if the Property is under restricted air space and to maintain the State Land Department Military Airport Map on its website at www.azre.gov.

272.

Is the Property located in the vicinity of a military airport or ancillary military facility?

273.

Explain: _____

274.

Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):

275.

Asbestos Radon gas Lead-based paint Pesticides Underground storage tanks Fuel/chemical storage

276.

Explain: _____

277.

Are you aware if the Property is located within or subject to any of the following ordinances? (Check all that apply):

278.

Superfund / WQARF / CERCLA Wetlands area Natural Area Open Spaces

279.

Are you aware of any open mine shafts/tunnels or abandoned wells on the Property?

280.

If yes, describe location: _____

281.

Are you aware if any portion of the Property is in a flood plain/way? Explain: _____

282.

283.

Are you aware of any portion of the Property ever having been flooded? Explain: _____

284.

285.

Are you aware of any water damage or water leaks of any kind on the Property? Explain: _____

286.

287.

Are you aware of any past or present mold growth on the Property? Explain: _____

288.

289.

NOTICE TO BUYER: Your mortgage lender [may] [will] require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Recent changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the purchase of flood insurance for the property. You may also wish to contact the Federal Emergency Management Agency (FEMA) for more information about flood insurance as it relates to this property.

290.

291.

292.

293.

294.

295.

296.

297.

298.

299.

300.

301.

302.

OTHER CONDITIONS AND FACTORS

303. What other material (important) information are you aware of concerning the Property that might affect the Buyer's decision-making

304. process, the value of the Property, or its use? Explain: _____

305. _____

ADDITIONAL EXPLANATIONS

306. _____

307. _____

308. _____

Initials>

BUYER	BUYER

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

309. _____
310. _____
311. _____
312. _____
313. _____

314. **SELLER CERTIFICATION:** Seller certifies that the information contained herein is true and complete to the best of Seller's knowledge as
315. of the date signed. Seller agrees that any changes in the information contained herein will be disclosed in writing by Seller to Buyer prior
316. to Close of Escrow, including any information that may be revealed by subsequent inspections. Seller acknowledges receipt of Residential
317. Seller Disclosure Advisory titled *When in Doubt — Disclose*.

318. _____
319. ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

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

324. **NOTICE:** Buyer acknowledges that by law, Sellers, Lessors and Brokers are not obligated to disclose that the Property is or has been: (1)
325. the site of a natural death, suicide, homicide, or any other crime classified as a felony; (2) owned or occupied by a person exposed to HIV,
326. diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the
327. vicinity of a sex offender.

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

330. _____
331. ^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

332. **NOTICE TO SELLER AND BUYER: In the event Seller needs to update any disclosures contained herein, the Arizona**
333. **Association of REALTORS® Notice/Disclosure form is available for this purpose.**



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



The real estate market is cyclical and real estate values go up and down.

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

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

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

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

THE UNDERSIGNED ACCEPT AND UNDERSTAND THE FOREGOING AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS ADVISORY.

SIGNATURE MO/DA/YR

NAME

SIGNATURE MO/DA/YR

NAME

CRITICAL DATE LIST

Updated: October 2018

SELLER _____

BUYER _____

PREMISES ADDRESS _____

CITY, AZ ZIP CODE _____

ESCROW OFFICER _____

ESCROW NUMBER _____

ESCROW COMPANY _____

ESCROW OFFICER PHONE _____

ESCROW OFFICER EMAIL _____

ESCROW OFFICER FAX _____

LISTING AGENT NAME _____

LISTING AGENT PHONE _____

ProEx Realty Management

LISTING AGENT COMPANY _____

LISTING AGENT EMAIL _____

SELLING AGENT NAME _____

SELLING AGENT PHONE _____

ProEx Realty Management

SELLING AGENT COMPANY _____

SELLING AGENT EMAIL _____

LOAN OFFICER _____

LOAN OFFICER PHONE _____

LENDER COMPANY NAME _____

LOAN OFFICER EMAIL _____

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

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

CURE NOTICE

Premises Address: _____

ACTIONS:	DUE DATE:	DATE COMPLETED:
15. Buyer to deliver Inspection Notice (Inspection Period):	_____	_____
16. Seller to deliver response to Buyer's Inspection Notice (5 days after receipt):	_____	_____
17. Buyer to deliver reply to Seller's Inspection Notice response (5 days after receipt):	_____	_____
<input type="checkbox"/> 18. Buyer to provide lender with Notice of Intent to Proceed with loan (10 days after receipt of LE):	_____	_____
<input type="checkbox"/> 19. Buyer to provide lender all requested signed disclosures and documentation listed in LSU at lines 32-35 (10 days after receipt of LE):	_____	_____
20. Buyer's disapproval of Title Commitment/Sch. B, etc. (5 days after receipt):	_____	_____
21. Buyer's disapproval of HOA documents (5 days after receipt):	_____	_____
22. Buyer may cancel in the event of low appraisal (5 days after notice):	_____	_____
23. Buyer's Homeowners Insurance in place (COE):	_____	_____
24. Buyer to perform Walkthrough(s):	_____	_____
25. Buyer to receive Closing Disclosure (CD) (no later than 3 business days prior to signing):	_____	_____
<input type="checkbox"/> 26a. Buyer to sign Loan Documents (no later than 3 days prior to COE):	_____	_____
-OR-		
<input type="checkbox"/> 26b. Buyer to deliver Notice of Loan Approval without PTD conditions AND date(s) of CD receipt from lender (no later than 3 days prior to COE):	_____	_____
-OR-		
<input type="checkbox"/> 26c. Buyer to deliver Notice of Inability to Obtain Loan Approval without PTD conditions (no later than 3 days prior to COE):	_____	_____
<input type="checkbox"/> 27. Buyer to have funds in Escrow to allow COE on COE Date:	_____	_____
<input type="checkbox"/> 28. Seller to complete repairs (if any) / receipts to Buyer (3 days prior to COE):	_____	_____
<input type="checkbox"/> 29. Recordation of Documents (COE):	_____	_____
<input type="checkbox"/> 30. Seller to deliver possession, existing keys, security system/alarms, mailbox, etc. (COE):	_____	_____
OTHER ACTIONS REQUIRED SPECIFIC TO TRANSACTION:	DUE DATE:	DATE COMPLETED:
<input type="checkbox"/> 31. Seller to deliver AAR DWWA SPDS (5 days after Contract acceptance):	_____	_____
<input type="checkbox"/> 32. Buyer to provide notice of any items disapproved within the DWWA SPDS (5 days after receipt):	_____	_____
<input type="checkbox"/> 33. Seller to deliver Solar System Documents as described in Solar Lease / Solar Loan Assumption Addendum (3 days after Contract acceptance):	_____	_____
<input type="checkbox"/> 34. Buyer to provide notice of disapproved items related to Solar System Documents (5 days after receipt/Inspection Period):	_____	_____
<input type="checkbox"/> 35. Buyer to receive Assumption Approval for Solar System lease/loan (no later than 3 days prior to COE):	_____	_____
<input type="checkbox"/> 36. Seller to deliver ADWR Registration of Existing Well (5 days after Contract acceptance):	_____	_____
<input type="checkbox"/> 37. Buyer to respond to ADWR Registration of Existing Well (5 days after receipt):	_____	_____
<input type="checkbox"/> 38. Seller to have On-Site Wastewater Treatment Facility inspected (20 days after Contract acceptance):	_____	_____
<input type="checkbox"/> 39. Seller to deliver On-Site Wastewater Facility Documents (20 days after Contract Acceptance):	_____	_____
<input type="checkbox"/> 40. Buyer to deliver notice of any items disapproved within the On-site Wastewater Facility Documents (5 days after receipt/Inspection Period):	_____	_____
<input type="checkbox"/> 41. Buyer to deliver On-Site Wastewater Treatment Facility Ownership Transfer Doc (prior to COE):	_____	_____
<input type="checkbox"/> 42. Seller to deliver Lead Based Paint Information (5 days after Contract acceptance):	_____	_____

CURE NOTICE

- 43. **Buyer** to respond to Lead Based Paint Disclosure (5 days after receipt): _____
- 44. **Seller** to deliver Affidavit of Disclosure (5 days after Contract acceptance): _____
- 45. **Buyer** to provide notice of any Affidavit of Disclosure items disapproved (5 days after receipt): _____
- 46. **Buyer** to receive Flood Status Report: _____
- 47. **Buyer** **Seller** to order Home Warranty Plan: _____
- 48. Other: _____

CURE NOTICE ACTIVATED

Date: _____

Reason: _____

Cure Deadline: _____ Date Cured: _____ or Date Cancelled: _____

Date: _____

Reason: _____

Cure Deadline: _____ Date Cured: _____ or Date Cancelled: _____

Date: _____

Reason: _____

Cure Deadline: _____ Date Cured: _____ or Date Cancelled: _____

