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ATTENTION BUYER!

You are entering into a legally binding agreement.

☐ 1. Read the entire contract before you sign it.

☐ 2. Review the Residential Seller’s Property Disclosure Statement (See Section 4a).
   - This information comes directly from the Seller.
   - Investigate any blank spaces, unclear answers or any other information that is important to you.

☐ 3. Review the Inspection Paragraph (see Section 6a).
   If important to you, hire a qualified:
   - Mold inspector
   - Roof inspector
   - Pest inspector
   - Pool inspector
   - Heating/cooling inspector
   Verify square footage (see Section 6b)
   Verify the property is on sewer or septic (see Section 6f)

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

☐ 5. Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2f).
   It is your responsibility to make sure that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date. Otherwise, the Seller may cancel the contract.

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

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

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

You can obtain information through the Buyer’s Advisory at http://www.aaronline.com.

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

1a. 1. BUYER: ____________________________

1b. 2. SELLER: ____________________________

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

1c. 5. Premises Address: ____________________________

6. City: ____________________________ County: ____________________________ AZ, Zip Code: ____________________________

7. Legal Description: ____________________________

8c. 8. $ ____________________________ Full Purchase Price, paid as outlined below

9. $ ____________________________ Earnest money

10. $ ____________________________

11. $ ____________________________

12. ____________________________

13. ____________________________

14. ____________________________

1d. 15. Close of Escrow: Close of Escrow (“COE”) shall occur when the deed is recorded at the appropriate county recorder’s office. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing documents, and perform all other acts necessary in sufficient time to allow COE to occur on ____________________________ ____________________________ ____________________________ (“COE Date”). If Escrow Company or recorder’s office is closed on COE Date, COE shall occur on the next day that both are open for business.

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

1e. 23. Possession: Seller shall deliver possession, occupancy, existing keys and/or means to operate all locks, mailbox, security system/alarms, and all common area facilities to Buyer at COE or ____________________________.

25. Broker(s) recommend that the parties seek appropriate counsel from insurance, legal, tax, and accounting professionals regarding the risks of pre-possession or post-possession of the Premises.

1f. 27. Addenda Incorporated: □ AS IS □ Additional Clause □ Assumption and Carryback □ Buyer Contingency □ Domestic Water Well □ H.O.A. □ Lead-Based Paint Disclosure □ On-site Wastewater Treatment Facility □ Short Sale □ Other: ____________________________

1g. 30. Fixtures and Personal Property: Seller agrees that all existing fixtures on the Premises, and any existing personal property specified herein, shall be included in this sale, including the following:

32. □ free-standing range/oven □ light fixtures

33. □ ceiling fans □ towel, curtain and drapery rods

34. □ attached floor coverings □ flush-mounted speakers

35. □ window and door screens, sun screens □ storm windows and doors

36. □ garage door openers and controls □ attached media antennas/ satellite dishes

37. □ outdoor landscaping, fountains, and lighting □ attached fireplace equipment

38. □ pellet, wood-burning or gas-log stoves □ timers

39. □ storage sheds □ draperies and other window coverings

40. □ shutters and awnings □ water-misting systems

41. □ solar systems □ mailbox

42. □ on-site vacuum, hose, and attachments □ built-in appliances
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40. If owned by the Seller, the following items also are included in this sale:
41. • pool and spa equipment (including any mechanical or other cleaning systems)
42. • security and/or fire systems and/or alarms
43. • water softeners
44. • water purification systems
45. Additional existing personal property included in this sale (if checked): ☐ refrigerator ☐ washer ☐ dryer as described:
46. ____________________________________________________
47. ____________________________________________________
48. ☐ Other: ____________________________________________
49. ____________________________________________________
50. Additional existing personal property included shall not be considered part of the Premises and shall be transferred with no monetary
51. value, and free and clear of all liens or encumbrances.
52. Fixtures and leased items NOT included:___________________________________________
53. IF THIS IS AN ALL CASH SALE, GO TO SECTION 3.

2. FINANCING

2a. 54. Pre-Qualification: A completed AAR Pre-Qualification Form ☐ is ☐ is not attached hereto and incorporated herein by reference.
2b. 55. Loan Contingency: Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval for the loan described
56. in the AAR Loan Status Update ("LSU") form without Prior to Document ("PTD") conditions no later than three (3) days prior to the
57. COE Date. If Buyer is unable to obtain loan approval without PTD conditions, Buyer shall deliver a notice of the inability to obtain
58. loan approval without PTD conditions to Seller or Escrow Company no later than three (3) days prior to the COE Date.
2c. 59. Unfulfilled Loan Contingency: This Contract shall be cancelled and Buyer shall be entitled to a return of the Earnest Money if after
60. diligent and good faith effort, Buyer is unable to obtain loan approval without PTD conditions no later than three (3) days prior to the
61. COE Date. Buyer acknowledges that prepaid items paid separately from earnest money are not refundable.
2d. 62. Interest Rate / Necessary Funds: Buyer agrees that (i) the inability to obtain loan approval due to the failure to lock the interest
63. rate and "points" by separate written agreement with the lender during the Inspection Period or (ii) the failure to have the down
64. payment or other funds due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not
65. an unfulfilled loan contingency.
2e. 66. Loan Status Update: Buyer shall deliver to Seller the LSU with at a minimum lines 1-40 completed describing the current status
67. of the Buyer's proposed loan within five (5) days after Contract acceptance and instruct lender to provide an updated LSU to
68. Broker(s) and Seller upon request.
2f. 69. Loan Application: Unless previously completed, during the Inspection Period, Buyer shall (i) complete, sign and deliver to the
70. lender a loan application and grant lender permission to access Buyer's Trimerged Residential Credit Report; and (ii) provide
71. to lender all initial requested signed disclosures and Initial Requested Documentation listed in the LSU on lines 32-35.
2g. 72. Loan Processing During Escrow: Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all
73. additional documentation required. Buyer shall sign all loan documents no later than three (3) days prior to the COE Date.
2h. 74. Type of Financing: ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☐ Assumption ☐ Seller Carryback ☐ _________________
75. (if financing is to be other than new financing, see attached addendum.)
2i. 76. Loan Costs: All costs of obtaining the loan shall be paid by the Buyer, unless otherwise provided for herein.
2j. 77. Seller Concessions (If Any): In addition to the other costs Seller has agreed to pay herein, Seller agrees to pay up to _________% 
78. of the Purchase Price or $ ______________ for Buyer's loan costs including pre-paids, impounds and Buyer's title / escrow closing costs.
2k. 79. VA Loan Costs: In the event of a VA loan, Seller agrees to pay the escrow fee and up to $ ______________ of loan costs not
80. permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein, including Seller's Concessions.
2l. 81. Changes: Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the
82. Pre-Qualification Form if attached hereto or LSU provided within five (5) days after Contract acceptance and shall only make any
83. such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan
84. approval without PTD conditions, increase Seller's closing costs, or delay COE.
2m. 85. Appraisal Contingency: Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises acceptable to lender for
86. at least the purchase price. If the Premises fail to appraise for the purchase price in any appraisal required by lender, Buyer has five (5)
87. days after notice of the appraised value to cancel this Contract and receive a refund of the Earnest Money or the appraisal contingency
88. shall be waived.
2n. 89. Appraisal Fee(s): Appraisal Fee(s), when required by lender, shall be paid by ☐ Buyer ☐ Seller ☐ Other _______________
90. Appraisal Fee(s) ☐ are ☐ are not included in Seller Concessions, if applicable.

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3. TITLE AND ESCROW

3a. 91. Escrow: This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:

93. FIRST AMERICAN TITLE

3b. 96. Title and Vesting: Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and tax consequences. Buyer should obtain legal and tax advice.

3c. 98. Title Commitment and Title Insurance: Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, 99. addressed pursuant to 8t and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies 100. of all documents that will remain as exceptions to Buyer’s policy of Title Insurance (“Title Commitment”), including but not limited to 101. Conditions, Covenants and Restrictions (“CC&Rs”); deed restrictions; and easements. Buyer shall have five (5) days after receipt of the 102. Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to Seller of any items disapproved. Seller 103. shall convey title by warranty deed, subject to existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements 104. and all other matters of record. Buyer shall be provided at Seller’s expense an American Land Title Association (“ALTA”) Homeowner’s 105. Title Insurance Policy, or if not available, an ALTA Residential Title Insurance Policy (“Plain Language”, 1-4 units”) or, if not available, a 106. Standard Owner’s Title Insurance Policy, showing title vested in Buyer. Buyer may acquire extended coverage at Buyer’s own additional 107. expense. If applicable, Buyer shall pay the cost of obtaining the ALTA Lender Title Insurance Policy.

3d. 108. Additional Instructions: (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of the 109. Buyer to any homeowner’s association in which the Premises is located. (ii) If the Escrow Company is also acting as the title agency 110. but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the Buyer and Seller, upon deposit of 111. funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for any losses due to fraudulent acts or breach 112. of escrow instructions by the Escrow Company. (iii) All documents necessary to close this transaction shall be executed promptly by 113. Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to the extent 114. necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally 115. between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information 117. regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.

3e. 118. Tax Prorations: Real property taxes payable by the Seller shall be prorated to COE based upon the latest tax information available.

3f. 119. Release of Earnest Money: In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with 120. Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of 121. this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against 122. any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or 123. relating in any way to the release of Earnest Money.

3g. 124. Prorations of Assessments and Fees: All assessments and fees that are not a lien as of the COE, including homeowner’s 125. association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, 126. and service contracts, shall be prorated as of COE or ☐ Other: ____________

3h. 127. Assessment Liens: The amount of any assessment, other than homeowner’s association assessments, that is a lien as of the 128. COE, shall be ☐ paid in full by Seller ☐ prorated and assumed by Buyer. Any assessment that becomes a lien after COE is 129. the Buyer’s responsibility.

3i. 130. IRS and FIRPTA Reporting: Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign, 131. and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the 132. Foreign Investment in Real Property Tax Act (“FIRPTA”). Buyer and Seller acknowledge that if the Seller is a foreign person, the 133. Buyer must withhold a tax equal to 10% of the purchase price, unless an exemption applies.
4. DISCLOSURE

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

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

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

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

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

5. WARRANTIES

5a. Seller Warranties: Seller warrants and shall maintain and repair the Premises so that at the earlier of possession or COE: (i) all heating, cooling, mechanical, plumbing, and electrical systems (including swimming pool and/or spa, motors, filter systems, cleaning systems, and heaters, if any), free-standing range/oven, and built-in appliances will be in working condition; (ii) all other agreed upon repairs and corrections will be completed pursuant to Section 6j; (iii) the Premises, including all additional existing personal property included in the sale, will be in substantially the same condition as on the date of Contract acceptance; and (iv) all personal property not included in the sale and all debris will be removed from the Premises.

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

5c. Buyer Warranties: Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect the Buyer’s ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Premises or COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Premises.

5d. Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except disclosed as follows:

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6. DUE DILIGENCE

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

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

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

6d. Flood Hazard: Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the Inspection Period. If the Premises are situated in an area identified as having any special flood hazards by any governmental entity, the lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to encumber or improve the Premises.

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

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

- [ ] sewer system
- [ ] septic system
- [ ] alternative system

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

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

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

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

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

   (1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or

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

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

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

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

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

252. **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.**

6k. **Notice of Non-Working Warranted Items:** Buyer shall provide Seller with notice of any non-working warranted item(s) of which Buyer becomes aware during the Inspection Period or the Seller warranty for that item(s) shall be waived. Delivery of such notice shall not affect Seller’s obligation to maintain or repair the warranted item(s).

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

   (1) A Home Warranty Plan will be ordered by Buyer or Seller with the following optional coverage to exceed $______ at a cost not to exceed $______ to be paid for by Buyer or Seller.

   (2) Buyer declines the purchase of a Home Warranty Plan.

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

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

7. **REMEDIES**

7a. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within three (3) days after delivery of such notice (“Cure Period”), the failure to comply shall become a breach of Contract.

7b. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages in the event of Buyer’s breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller’s option, accept the Earnest Money as Seller’s sole right to damages; and in the event of Buyer’s breach arising from Buyer’s failure to deliver the notice required by Section 2b, or Buyer’s inability to obtain loan approval due to the waiver of the appraisal contingency pursuant to Section 2m, Seller shall exercise this option and accept the Earnest Money as Seller’s sole right to damages. An unfulfilled contingency is not a breach of Contract. The parties expressly agree that the failure of any party to comply with the terms and conditions of Section 1d to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, will constitute a material breach of this Contract, rendering the Contract subject to cancellation.
7c. Alternative Dispute Resolution ("ADR"): Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to resort to court action.

7d. Exclusions from ADR: The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the Small Claims Division of an Arizona Justice Court (up to $2,500) so long as the matter is not thereafter transferred or removed from the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic’s lien; or (v) any matter that is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action ("lis pendens"), or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

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

8. ADDITIONAL TERMS AND CONDITIONS
Residential Resale Real Estate Purchase Contract

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

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

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

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

8f. Compensation: Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller’s proceeds at COE. If Buyer is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT.

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

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

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

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

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

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

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

8n. Earnest Money: Earnest Money is in the form of: ☐ Personal Check ☐ Other. If applicable, Earnest Money has been received by Broker named in Section 8r and upon acceptance of this offer will be deposited with: ☐ Escrow Company ☐ Broker’s Trust Account. Buyer acknowledges that failure to pay the required closing funds by the scheduled COE, if not cured after a cure notice is delivered pursuant to Section 7a, shall be construed as a material breach of this contract and all earnest money shall be subject to forfeiture.

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

8p. Terms of Acceptance: This offer will become a binding Contract when acceptance is signed by Seller and a signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named in Section 8r by ______________________ at ______________________ a.m./p.m., Mountain Standard Time.

Buyer may withdraw this offer at any time prior to receipt of Seller’s signed acceptance. If no signed acceptance is received by this date and time, this offer shall be deemed withdrawn and the Buyer’s Earnest Money shall be returned.
8q. 389. THIS CONTRACT CONTAINS NINE PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT
390. YOU HAVE RECEIVED AND READ ALL NINE PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

8r. 391. Broker on behalf of Buyer:

392. ____________________________________________________________
     PRINT SALESPERSON’S NAME                AGENT CODE                PRINT FIRM NAME                FIRM CODE

393. ____________________________________________________________
     FIRM ADDRESS                STATE                ZIP CODE

394. ____________________________________________________________
     PREFERRED TELEPHONE                FAX                EMAIL

8s. 395. Agency Confirmation: The Broker named in Section 8r above is the agent of (check one):

396. ☐ the Buyer; ☐ the Seller; or ☐ both the Buyer and Seller

8t. 397. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of
398. a copy hereof including the Buyer Attachment.

399. ____________________________________________________________
     ^ BUYER’S SIGNATURE                MO/DA/YR                ^ BUYER’S SIGNATURE                MO/DA/YR

400. ____________________________________________________________
     ADDRESS                ADDRESS

401. ____________________________________________________________
     CITY, STATE, ZIP CODE                CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 402. Broker on behalf of Seller:

403. ____________________________________________________________
     PRINT SALESPERSON’S NAME                AGENT CODE                PRINT FIRM NAME                FIRM CODE

404. ____________________________________________________________
     FIRM ADDRESS                STATE                ZIP CODE

405. ____________________________________________________________
     PREFERRED TELEPHONE                FAX                EMAIL

9b. 406. Agency Confirmation: The Broker named in Section 9a above is the agent of (check one):

407. ☐ the Seller; or ☐ both the Buyer and Seller

9c. 408. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a
409. copy hereof and grant permission to Broker named on Section 9a to deliver a copy to Buyer.

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

412. ____________________________________________________________
     ^ SELLER’S SIGNATURE                MO/DA/YR                ^ SELLER’S SIGNATURE                MO/DA/YR

413. ____________________________________________________________
     SELLER’S NAME PRINTED                SELLER’S NAME PRINTED

414. ____________________________________________________________
     ADDRESS                ADDRESS

415. ____________________________________________________________
     CITY, STATE, ZIP CODE                CITY, STATE, ZIP CODE

416. ☐ OFFER REJECTED BY SELLER: _________________________________, 20________
     MONTH                DAY                YEAR                (SELLER’S INITIALS)

For Broker Use Only:

Brokerage File/Log No.______________ Manager’s Initials_______ Broker’s Initials _______ Date _______
     MO/DA/YR
The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises if marked by an “X” and initialed by Buyer and Seller. All terms and conditions of the Contract are hereby included herein and delivery of all notices and documentation shall be deemed delivered and received when sent as required by Section 8m of the Contract.

9. **BACK-UP CONTRACT — CONTINGENT UPON CANCELLATION OF PRIOR CONTRACT:** Buyer acknowledges that Seller is currently obligated by a prior contract to sell the Premises to another buyer. This is a back-up Contract contingent upon cancellation of the prior contract. Seller retains the right to amend, extend, or modify the prior contract. Upon cancellation of the prior contract, Seller shall promptly deliver written notice to Buyer. Upon Buyer’s receipt of written notice of cancellation of the prior contract, Broker named in Section 8r shall open escrow and Buyer shall deposit any required earnest money. The date of Seller’s written notice to Buyer shall be deemed the date of Contract acceptance for purposes of all applicable Contract time periods. Buyer may cancel this backup Contract any time prior to receipt of Seller’s notice of cancellation of prior contract.

18. **SIGNATURE OF ABSENT BUYER SPOUSE OR CO-BUYER:** Signing Buyer shall within five (5) days or ______ days of acceptance of this Contract obtain the signature of the absent buyer spouse or co-buyer on this Contract or deliver a disclaimer deed to Escrow Company that eliminates the need for the absent signature.

26. **ALL CASH SALE:** Buyer shall provide to Seller within five (5) days or ______ days of Contract acceptance either a Letter of Credit or a Source of Funds Letter from a financial institution documenting the availability of funds to close escrow as agreed.

30. **NON-REFUNDABLE EARNEST MONEY:** Buyer’s earnest money shall be nonrefundable unless Buyer elects to cancel pursuant to Section 6j, the Contract is cancelled pursuant to Section 8b or escrow fails to close due to Seller’s breach of contract. Buyer acknowledges that Buyer’s earnest money shall be non-refundable even if the Premises fails to appraise for the sales price or the loan contingency is unfulfilled.

**BUYER’S AND SELLER’S INITIALS REQUIRED**
SURVEY: A survey shall be performed by a licensed surveyor within ________ days after Contract acceptance. Cost of the survey shall be paid by □ Seller □ Buyer □ Other: _________________________________. The survey shall be performed in accordance with the Arizona State Board of Technical Registration’s “Arizona Land Boundary Survey Minimum Standards.”

Survey instructions are: □ A boundary survey and survey plat showing the corners either verified or monumentation.

□ A survey certified by a licensed surveyor, acceptable to Buyer and the Title Company, in sufficient detail for an American Land Title Association (“ALTA”) Owner’s Policy of Title Insurance with boundary, encroachment or survey exceptions and showing all improvements, utility lines and easements on the Property or within five (5) feet thereof.

□ Other survey terms: _____________________________________________________________  _____________________________________________________________  _____________________________________________________________

Buyer shall have five (5) days after receipt of results of survey or map to provide notice of disapproval to the Seller.

(BUYER’S AND SELLER’S INITIALS REQUIRED) ______________________ / ______________________ / ______________________ / ______________________

TAX-DEFERRED EXCHANGE: □ Seller □ Buyer intend to enter into a tax-deferred exchange pursuant to I.R.C. §1031 or otherwise. All additional costs in connection with any such tax-deferred exchange shall be borne by the party requesting the exchange. The non-requesting party agrees to cooperate in the tax-deferred exchange provided that the non-requesting party incurs no additional costs and COE is not delayed. The parties are advised to consult a professional tax advisor regarding the advisability of any such exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any liability that may arise from participation in the tax-deferred exchange.

(BUYER’S AND SELLER’S INITIALS REQUIRED) ______________________ / ______________________ / ______________________ / ______________________

WATER: Arizona is undertaking General Stream Adjudications of both the Gila River and Little Colorado River systems, which are court proceedings to determine water rights. If the Premises/Property is affected by an Adjudication, the parties shall execute and file an Assignment of Claimant form and Buyer shall pay any associated filing fees. The Arizona Department of Water Resources and the Arizona Department of Real Estate Buyer Advisory provided by AAR provide sources of information on the court proceedings and other water availability or water quality issues. If water rights, availability or quality are a material matter to the Buyer, these issues must be investigated during the Inspection Period.

(BUYER’S AND SELLER’S INITIALS REQUIRED) ______________________ / ______________________ / ______________________ / ______________________

The undersigned agrees to the modified or additional terms and conditions contained herein and acknowledges a copy hereof.

BUYER’S SIGNATURE ___________________________ MO/DA/YR  BUYER’S SIGNATURE ___________________________ MO/DA/YR

SELLER’S SIGNATURE ___________________________ MO/DA/YR  SELLER’S SIGNATURE ___________________________ MO/DA/YR

For Broker Use Only:

Brokerage File/Log No. ______________________ Manager’s Initials ___________ Broker’s Initials ___________ Date ___________ MO/DA/YR

(Added February 2012)
The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises. All terms and conditions of the Contract are hereby included herein and delivery of all notices and documentation shall be deemed delivered and received when sent as required by Section 8m of the Contract.

A. Seller and Buyer agree that the Premises is being sold in its existing condition ("AS IS") and Seller makes no warranty to Buyer, either express or implied, as to the (1) condition of the Premises, including, but not limited to, Seller’s Warranties in Lines 166-168 of Section 5a, which Buyer hereby waives; (2) zoning of the Premises; or (3) Premises’ fitness for any particular use or purpose. However, Seller warrants and shall maintain and repair the Premises so that, pursuant to lines 169-170, at the earlier of possession or COE, the Premises, including all additional existing personal property included in the sale, will be in substantially the same condition as on the date of Contract acceptance and all personal property not included in the sale and all debris will be removed from the Premises.

B. Buyer is advised to conduct independent inspection(s) and investigations regarding the Premises within the Inspection Period as specified in Section 6a. Buyer retains the rights pursuant to Section 6j. Seller shall not be obligated to correct any defects that may be discovered during Buyer’s inspection(s) and investigations or otherwise.

C. Notwithstanding the foregoing, if an On-Site Wastewater Treatment Facility (conventional septic or alternative system) ("Facility") has been installed on the Premises, Seller and Buyer agree to complete and execute the AAR On-Site Wastewater Treatment Facility Addendum and Seller agrees to pay for the Facility inspections, fees or repairs as set forth therein.

D. Seller acknowledges that selling the Premises “AS IS” does not relieve Seller of the legal obligation to disclose all known material latent defects to Buyer.

E. In the event that any provision contained in this Addendum conflicts in whole or in part with any of the terms contained in the Contract, the provisions of this Addendum shall prevail and the conflicting terms are hereby considered deleted and expressly waived by both Buyer and Seller.

F. Other Terms and Conditions:

BUYER ACKNOWLEDGES THAT BUYER IS HEREBY ADVISED TO SEEK APPROPRIATE COUNSEL REGARDING THE RISKS OF BUYING A PROPERTY IN “AS IS” CONDITION.

Buyer recognizes, acknowledges, and agrees that Broker(s) are not qualified, nor licensed, to conduct due diligence with respect to the premises or the surrounding area. Buyer is instructed to consult with qualified licensed professionals to assist in Buyer’s due diligence efforts. Because conducting due diligence with respect to the premises and the surrounding area is beyond the scope of the Broker’s expertise and licensing, Buyer expressly releases and holds harmless Broker(s) from liability for any defects or conditions that could have been discovered by inspection or investigation. Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, governmental regulations, insurance or any other matter relating to the value or condition of the Premises.

For Broker Use Only:

Brokerage File/Log No. ___________ Manager’s Initials ___________ Broker’s Initials ___________ Date ___________

(Added February 2012)
1. Seller: ________________________________
2. Buyer: ________________________________
3. Premises Address: ________________________________
4. Date: ________________________________

The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the above referenced Premises if marked by an “X” and initialed by Seller and Buyer. The terms and conditions of the Contract are included herein by reference.

7. CONTINGENT ON ACCEPTED OFFER FOR BUYER’S PROPERTY:

This Contract is contingent on Buyer accepting an offer to purchase (“Accepted Offer”) Buyer’s real property located at: ________________________________

8. (“Buyer’s Property”) and delivery of the Accepted Offer documents described on lines 50-55 to Seller for review within three (3) days of execution of the Accepted Offer or by ______________ MO/DA/YR, whichever occurs first. Seller may, within five (5) days of receipt of the Accepted Offer documents, cancel this Contract and all earnest money shall be returned to Buyer. Unless Seller cancels this Contract within five (5) days of receipt of the Accepted Offer documents, this Contract shall become contingent on the closing of the pending sale of Buyer’s Property by ______________ MO/DA/YR.

9. CANCELLATION OF ACCEPTED OFFER FOR BUYER’S PROPERTY: If Buyer’s Accepted Offer cancels for any reason, Buyer shall deliver notice to Seller within three (3) days of Buyer’s receipt of cancellation and provide evidence of cancellation.

Notice to Seller shall state Buyer’s election to either:

1. Immediately cancel this Contract and all Earnest Money shall be released to Buyer; or
2. Proceed with the Contract by removing this Buyer Contingency and provide: (i) written documentation from Buyer’s Lender that Buyer can close escrow by the COE Date without the sale and closing of Buyer’s Property; or if this is an all cash sale (ii) evidence of Buyer’s financial ability to close escrow by the COE Date without the sale and closing of Buyer’s Property. Should Buyer elect to proceed with this Contract, Seller and Buyer agree that all other contingencies shall remain.

10. BUYER’S CONTINGENCY: If Buyer fails to deliver Accepted Offer document to Seller within three (3) days of the Accepted Offer or by the date specified on line 11, whichever occurs first, this Contract shall be deemed cancelled and earnest money shall be released to Buyer.

If Seller accepts a subsequent offer (Back-up Contract) to purchase the Premises before Buyer has delivered to Seller the Accepted Offer documents, Seller may deliver written notice to Buyer. Upon receipt of Seller’s notice, Buyer shall have five (5) days to deliver to Seller a written notice to remove this Buyer Contingency. Such notice from Buyer shall include: (i) written documentation from Buyer’s Lender that Buyer can close escrow by the COE Date without the sale and closing of Buyer’s Property; or if this is an all cash sale (ii) evidence of Buyer’s financial ability to close escrow by the COE Date without the sale and closing of Buyer’s Property. If Buyer fails to waive this Buyer Contingency, this Contract shall be deemed cancelled and earnest money shall be released to Buyer. Should Buyer elect to proceed with this Contract, Seller and Buyer agree that all other contingencies shall remain.

11. (BUYER’S AND SELLER’S INITIALS REQUIRED) ________________________________

SELLER / SELLER / BUYER / BUYER

12. CONTINGENT ON THE CLOSING OF BUYER’S PROPERTY:

Buyer has an Accepted Offer and this Contract is contingent on close of escrow (“Closing”) on Buyer’s real property located at: ________________________________

13. (“Buyer’s Property”) by ______________ MO/DA/YR.

The Accepted Offer documents described on lines 50-55 are attached.

14. CANCELLATION OF ACCEPTED OFFER FOR BUYER’S PROPERTY: If Buyer’s Accepted Offer cancels for any reason, Buyer shall deliver notice to Seller within three (3) days of Buyer’s receipt of cancellation and provide evidence of cancellation.

Notice to Seller shall state Buyer’s election to either:

1. Immediately cancel this Contract and all Earnest Money shall be released to Buyer; or
2. Proceed with the Contract by removing this Buyer Contingency and provide: (i) written documentation from Buyer’s Lender that Buyer can close escrow by the COE Date without the sale and closing of Buyer’s Property; or if this is an all cash sale (ii) evidence of Buyer’s financial ability to close escrow by the COE Date without the sale and closing of Buyer’s Property. Should Buyer elect to proceed with this Contract, Seller and Buyer agree that all other contingencies shall remain.

>>
BUYER’S CONTINGENCY: If Closing does not occur by the date specified on line 37, this Contract shall be deemed cancelled and earnest money shall be released to Buyer.

(BUYER’S AND SELLER’S INITIALS REQUIRED)

SELLER / SELLER / BUYER / BUYER

THE FOLLOWING TERMS APPLY TO EITHER CONTINGENCY AGREED TO ABOVE:

Within the time specified in the applicable Section above, Buyer shall deliver the Accepted Offer documents to Seller, including a copy of all purchase contract documents evidencing the sale, and:

a. 

b. 

c. 

d. 

e. 

f. 

The undersigned agrees to the modified or additional terms and conditions contained herein and acknowledges a copy hereof.

BUYER’S SIGNATURE MO/DA/YR BUYER’S SIGNATURE MO/DA/YR

SELLER’S SIGNATURE MO/DA/YR SELLER’S SIGNATURE MO/DA/YR

For Broker Use Only:

Brokerage File/Log No. Manager’s Initials Broker’s Initials Date

(Added February 2012)
This is a Counter Offer originated by the:  [ ] Seller  [ ] Buyer  [ ] Landlord  [ ] Tenant.

This is a Counter Offer to the  [ ] Offer  [ ] Counter Offer dated __________________ between the following Parties:

Seller/Landlord: __________________

Buyer/Tenant: __________________

Premises Address: __________________

Acceptance of the above Offer and/or Counter Offer is contingent upon agreement to the following:

1. 
2. 
3. 
4. 
5. 
6. 
7. 
8. 
9. 
10. 
11. 
12. 

Time for acceptance: Unless acceptance of this Counter Offer is signed by all parties and a signed copy delivered pursuant to Section 8m of the Contract and received by the originating party’s Broker named in Contract Section 8r or 9a as applicable by __________________ at __________________ a.m./p.m., Mountain Standard Time, this Counter Offer shall be considered withdrawn.

Except as otherwise provided in this Counter Offer, the Parties accept and agree to all terms and conditions of the above offer / counter offer. Until this Counter Offer has been accepted in the manner described above, the Parties understand that the Premises can be sold or leased to someone else or either Party may withdraw the offer to buy, sell, or lease the Premises. The undersigned acknowledges receipt of a copy hereof.

Date: _______________ Time: ____________

Seller  Buyer  Landlord  Tenant

RESPONSE

An additional Counter Offer is attached, and is incorporated by reference. If there is a conflict between this Counter Offer and the additional counter offer, the provisions of the additional counter offer shall be controlling.

Date: _______________ Time: ____________

Seller  Buyer  Landlord  Tenant

ACCEPTANCE

The undersigned agrees to the terms and conditions of this Counter Offer and acknowledges receipt of a copy hereof.

Date: _______________ Time: ____________

Seller  Buyer  Landlord  Tenant

For Broker Use Only:

Brokerage File/Log No. ____________________ Manager’s Initials ________ Broker’s Initials ________ Date ________

(Added February 2012)
CRITICAL DATE LIST

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

<table>
<thead>
<tr>
<th>ACTIONS</th>
<th>SELLER DUE DATE</th>
<th>BUYER DUE DATE</th>
<th>DATE COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mutual Acceptance of Purchase Contract:</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
</tr>
<tr>
<td>Inspection Period begins (10 days or ________________):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
</tr>
<tr>
<td>Earnest Money deposited with Escrow Company:</td>
<td>Upon Acceptance</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
</tr>
<tr>
<td>S.P.D.S. completed and delivered to Buyer (5 days):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
</tr>
<tr>
<td>Claims History (i.e. C.L.U.E.) completed and delivered to Buyer (5 days):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
</tr>
<tr>
<td>HOA notified and documents ordered (10 days):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
</tr>
<tr>
<td>Buyer's Response to S.P.D.S. (5 days):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
</tr>
<tr>
<td>Buyer to supply LSU (5 days):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
</tr>
<tr>
<td>Buyer to complete loan application per section 2f of RPC (Inspection Period):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
</tr>
<tr>
<td>Buyer's Response to Claims History (i.e. C.L.U.E.) (5 days):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
</tr>
<tr>
<td>Flood Status Report provided to Buyer:</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
</tr>
<tr>
<td>Buyer's Inspection Notice (Inspection Period):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
</tr>
<tr>
<td>Seller's Response to Buyer's Inspection Notice (5 days):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
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<tr>
<td>Buyer's Reply to Seller's Response of Inspection Notice (5 days):</td>
<td>___ / ___ / ___</td>
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<tr>
<td>Buyer to apply for Homeowners Insurance:</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
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<tr>
<td>Termite or Insect Inspection (Inspection Period):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
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<tr>
<td>Buyer's disapproval of Title Commitment/Sch. B., etc (5 days):</td>
<td>___ / ___ / ___</td>
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<tr>
<td>Buyer's disapproval of HOA documents (5 days):</td>
<td>___ / ___ / ___</td>
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<tr>
<td>In the event of low appraisal, Buyer may cancel (5 days):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
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<tr>
<td>Buyer’s Homeowners Insurance in place (COE):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
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<tr>
<td>Buyer's Walkthrough(s) no later than:</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
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<tr>
<td>Premises Address: ______________________________________________________________________________________________________</td>
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<tr>
<td>Buyer to sign closing and loan documents no later than (3 days prior to COE):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
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</tr>
<tr>
<td>Buyer to have funds in Escrow to allow COE on COE Date:</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
<td></td>
</tr>
<tr>
<td>Failure to qualify notice delivered by Buyer (3 days prior to COE):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
<td></td>
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<tr>
<td>Repairs (if any) completed / receipts to title co. (3 days prior to COE):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
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<tr>
<td>Recordation of Documents (COE):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
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<tr>
<td>Seller to deliver possession, keys, security system/alarms, mailbox, etc. (COE):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
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<tr>
<th>OTHER ACTIONS REQUIRED SPECIFIC TO TRANSACTION:</th>
<th>SELLER DUE DATE:</th>
<th>BUYER DUE DATE:</th>
<th>DATE COMPLETED:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADWR Registration of Existing Well (5 days):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
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<tr>
<td>Buyer’s Response to ADWR Registration of Existing Well (5 days):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
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</tr>
<tr>
<td>Onsite Wastewater Treatment Facility Certification (prior to COE):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
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</tr>
<tr>
<td>Onsite Wastewater Treatment Facility Ownership Transfer Doc (3 days prior to COE):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
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<tr>
<td>Lead Based Paint Disclosure (5 days):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
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<tr>
<td>Buyer Response to Lead Based Paint Disclosure (5 days):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
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<tr>
<td>Affidavit of Disclosure (5 days):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
<td></td>
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<tr>
<td>Buyer Response to Affidavit of Disclosure (5 days):</td>
<td>___ / ___ / ___</td>
<td>___ / ___ / ___</td>
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<tr>
<td>Home Warranty Plan Ordered:</td>
<td>___ / ___ / ___</td>
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<td>Other:</td>
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| CURE PERIOD ACTIVATED |
|---|---|---|
| Date: | ___ / ___ / ___ |
| Reason: ______________________________________________________________________________________________________________ |
| Cure Deadline: | ___ / ___ / ___ |
| Date Cured: | ___ / ___ / ___ | or Date Cancelled: ___ / ___ / ___ |
| Date: | ___ / ___ / ___ |
| Reason: ______________________________________________________________________________________________________________ |
| Cure Deadline: | ___ / ___ / ___ |
| Date Cured: | ___ / ___ / ___ | or Date Cancelled: ___ / ___ / ___ |
1. Seller: ____________________________________________
2. Buyer: ____________________________________________
3. Premises Address: ____________________________________________
4. Date: ____________________________________________

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

6. If the Premises are located within a homeowner’s association or a condominium/planned community:

7. Dues and Fees: The current regular association dues are: $ ______________ monthly, or $ ______________ / ______________;

8. Additional homeowner’s association fees are: $ ______________ monthly, or $ ______________ / ______________;

9. Any current homeowner’s association assessment which is a lien as of Close of Escrow to be:

10. If paid in full by Seller, prorated and assumed by Buyer.

11. Any assessment that becomes a lien after the Close of Escrow is the Buyer’s responsibility.

12. Any transfer fees charged by a homeowner’s association(s) shall be paid by □ Seller □ Buyer □ Other __________________________.

13. Any inspection, certification or resale disclosure statement fee charged by the HOA for the cost of providing the resale information required by law shall be paid by Seller.

14. Other Fees: A homeowner’s association may require fees, deposits or other payment at COE. These charges vary and may be labeled as community reserve, asset preservation, capital reserve, working capital, community enhancement or future improvement fees, payments, deposits or otherwise. Any of these fees or deposits or similar payment required by a homeowner’s association upon the conveyance of the Premises shall be paid by □ Seller □ Buyer □ Other __________________________.

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

16. If the homeowner’s association has 50 or more units, Seller shall furnish notice of pending sale that contains the name and address of the Buyer to the homeowner’s association within five (5) days after Contract acceptance and pursuant to Section 3d of the Contract, Seller shall furnish notice of pending sale that contains the name and address of the Buyer to the homeowner’s association within five (5) days after Contract acceptance and pursuant to Section 3d of the Contract.

17. Buyer is allowed five (5) days after receipt of the information from the Seller or homeowner’s association to provide written notice to Seller of any items disapproved.

18. Information required by law to be provided:

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

For Broker Use Only:

<table>
<thead>
<tr>
<th>Brokerage File/Log No.</th>
<th>Manager’s Initials</th>
<th>Broker’s Initials</th>
<th>Date</th>
</tr>
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</table>

(Added February 2012)
1. Pursuant to Section 2e of the Contract Buyer shall deliver to Seller the AAR Loan Status Update ("LSU") describing the current status of the Buyer's proposed loan within five (5) days after Contract acceptance and hereby instructs lender to provide an updated LSU to Broker(s) and Seller upon request. "Lender" is indicated on lines 4 and 5.

4. Lender: ____________________________

5. COMPANY ____________________________ ARIZONA LICENSE # ____________________________

6. LOAN OFFICER ____________________________ NMLS # ____________________________

7. ADDRESS ____________________________ CITY ____________________________ STATE ____________________________ ZIP ____________________________

8. Closing Loan Documents Delivery Date: ____________________________ Close of Escrow Date: ____________________________

9. Buyer(s): ____________________________

10. Seller(s): ____________________________

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

12. City: ____________________________ AZ ZIP Code: ____________________________

**PRE-QUALIFICATION INFORMATION**

13. Buyer is: □ Married □ Unmarried □ Legally Separated

14. Buyer is □ is not relying on the sale or lease of a property to qualify for this loan.

15. Buyer is □ is not relying on Seller Concessions for Buyer's loan costs including pre-paid, impounds, appraisal fees and Buyer's title and escrow fees. (Note: The amount that the Seller agrees to contribute, if any, shall be established in the Contract).

16. Type of Loan: □ Conventional □ FHA □ VA □ USDA □ Other: ____________________________

17. Occupancy Type: □ Primary □ Secondary □ Non-Owner Occupied

18. Property Type: □ Single Family Residence □ Condominium □ Planned Unit Development □ Manufactured Home □ Mobile Home □ Vacant Land/Lot □ Other: ____________________________

19. Lender has provided Buyer with the HUD form “For Your Protection: Get a Home Inspection” (FHA loans only).

20. Lender has completed a verbal discussion with Buyer including a discussion of income, assets and debts.

21. Lender has obtained a Tri-Merged Residential Credit Report.

22. Based on the information provided, Buyer can pre-qualify for a loan amount of: $ ____________________________,

23. assuming a monthly principal and interest loan payment of $ ____________________________, provided that the total monthly payment (which includes principal, interest, mortgage insurance, property taxes, insurance, HOA fees, and flood insurance, if applicable) does not exceed: $ ____________________________

24. Interest rate not to exceed ____________________________

25. Initial Requested Documentation: Lender has received the following information from the Buyer:

26. (Additional documentation may be required).

27. Additional comments: ____________________________

28. Buyer has instructed, and Lender agrees to provide loan status updates on this AAR Loan Status Update form to Seller and Broker(s) within five (5) days of Contract acceptance pursuant to Section 2e of the Contract and upon request thereafter.

29. Buyer intends to proceed with the above referenced Lender on the terms described herein. Buyer acknowledges receipt of a copy hereof.

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

31. BUYER’S SIGNATURE ____________________________ MO/DA/YR ____________________________
**DOCUMENTATION**

<table>
<thead>
<tr>
<th>YES NO</th>
<th>DATE COMPLETED</th>
<th>LENDER INITIALS</th>
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**UNDERWRITING AND APPROVAL**

<table>
<thead>
<tr>
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**CLOSING**

<table>
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<th>DATE COMPLETED</th>
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Close of escrow occurs when the deed has been recorded at the appropriate county recorder’s office.

---

Premises/Property Address or Assessor’s #(s): __________________________

---

Sample
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.

PRE-QUALIFICATION INFORMATION

1. Purpose: This Pre-Qualification Form is to be used in conjunction with an AAR Residential Resale Real Estate Purchase Contract or a Planned Unit Development Contract and is to be completed by the Lender as indicated on lines 34 and 35.

2. Lender has consulted with ____________________________ (“Buyer”) and submits the following:

3. Type of Loan: □ Conventional □ FHA □ VA □ USDA □ Other: ____________________________

4. Occupancy Type: □ Primary □ Secondary □ Non-Owner Occupied

5. Property Type: □ Single Family Residence □ Condominium □ Planned Unit Development □ Manufactured Home □ Mobile Home □ Vacant Land/Lot □ Other: ____________________________

6. Buyer is: □ Married □ Unmarried □ Legally Separated

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

8. Buyer is not relying on Seller Concessions for Buyer’s loan costs including pre-paids, impounds, appraisal fees and Buyer’s title and escrow fees. (Note: The amount that the Seller agrees to contribute, if any, shall be established in the Contract).

9. Type of Loan: □ Conventional □ FHA □ VA □ USDA □ Other: ____________________________

10. Occupancy Type: □ Primary □ Secondary □ Non-Owner Occupied

11. Property Type: □ Single Family Residence □ Condominium □ Planned Unit Development □ Manufactured Home □ Mobile Home □ Vacant Land/Lot □ Other: ____________________________

12. Buyer has instructed, and Lender agrees to provide loan status updates on the AAR Loan Status Update form to Seller and Broker(s) within five (5) days of Contract acceptance pursuant to Section 2e of the Contract and upon request thereafter.

13. Lender has obtained a Tri-Merged Residential Credit Report.

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

15. Interest rate not to exceed ____________________________%.

16. Initial Requested Documentation: Buyer has received the following information from the Buyer:

17. (Additional documentation may be required).

18. Additional comments:

19. The above pre-qualification expires on ____________________________

20. Lender: ____________________________

21. COMPANY ____________________________

22. ARIZONA LICENSE # ____________________________

23. LOAN OFFICER ____________________________

24. NMLS # ____________________________

25. ADDRESS ____________________________

26. CITY ____________________________

27. STATE ____________________________

28. ZIP ____________________________

29. ADDRESS ____________________________

30. EMAIL ____________________________

31. PHONE ____________________________

32. FAX ____________________________

33. ^LOAN OFFICER’S SIGNATURE ____________________________

34. DATE ____________________________

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

36. ^BUYER’S SIGNATURE ____________________________

37. MO/DA/YR ____________________________

38. ^BUYER’S SIGNATURE ____________________________

39. MO/DA/YR ____________________________
BUYER INSPECTIONS AND INVESTIGATIONS COMPLETED

(See Section 6j)
Buyer has completed all desired Inspection Period items, such as:
(a) physical, environmental, and other inspections and investigations;
(b) inquiries and consultations with government agencies, lenders, insurance agents, architects, and other persons and entities;
(c) investigations of applicable building, zoning, fire, health, and safety codes;
(d) inquiries regarding sex offenders and the occurrence of a disease, natural death, suicide, homicide or other crime on the Premises or in the vicinity
(e) inspections and investigations pertaining to square footage, wood-destroying organisms or insects, sewer, flood hazard, swimming pool barriers, and insurance; and
(f) inspections and investigations of any other items important to the Buyer.
Buyer has verified all information deemed important including:
(a) MLS or listing information; and
(b) all other information obtained regarding the Premises.
Buyer acknowledges that:
(a) All desired Inspection Period inspections and investigations must be completed prior to delivering this notice to Seller;
(b) All Inspection Period items disapproved must be provided in this notice;
(c) Items disapproved shall not include warranted items (see page 2 regarding notice of non-working warranted items);
(d) Buyer’s election is limited to the options specified below;
(e) Buyer is not entitled to change or modify Buyer’s election after this notice is delivered to Seller.
Buyer elects as follows:
☐ Premises Accepted – No corrections requested. Buyer accepts the Premises in its present condition and no corrections or repairs are requested.
☐ Premises Rejected – Buyer disapproves of the items listed below and elects to immediately cancel the Contract.
☐ Buyer elects to provide Seller an opportunity to correct the disapproved items listed below.
Items disapproved:

☐ Notice of non-working warranted items: See page 2

Residential Buyer’s Inspection Notice and Seller’s Response • Updated: February 2011 • Copyright © 2011 Arizona Association of REALTORS®. All rights reserved.
Premises Address: 

**Buyer acknowledges that the Broker(s):** (1) make no representations concerning the competency of any inspectors, contractors and/or repair persons and assume no responsibility for any deficiencies or errors made; and (2) neither the Seller nor Broker(s) are experts at detecting or repairing physical defects in the Premises. The undersigned agrees to the modified or additional terms and conditions, if any and acknowledges receipt of a copy hereof.

*BUYER’S SIGNATURE*  
*MO/DA/YR*  
*BUYER’S SIGNATURE*  
*MO/DA/YR*

**NOTICE OF NON-WORKING WARRANTED ITEMS**

Pursuant to Section 5a of the Contract the Seller is obligated to maintain and repair the Premises so that at the earlier of possession or COE all warranted items will be in working condition. To comply with Section 6k of the Contract, Buyer provides Seller with notice of the following non-working warranted item(s) of which Buyer has become aware during the Inspection Period.

*BUYER’S SIGNATURE*  
*MO/DA/YR*  
*BUYER’S SIGNATURE*  
*MO/DA/YR*

**BUYER’S WAIVER OF INSPECTIONS**

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

*BUYER’S SIGNATURE*  
*MO/DA/YR*  
*BUYER’S SIGNATURE*  
*MO/DA/YR*
Premises Address: ________________

**SELLER’S RESPONSE**

**TO BE COMPLETED ONLY IF BUYER PROVIDES SELLER AN OPPORTUNITY TO CORRECT ITEMS DISAPPROVED ON PAGE 1. (See Section 6j)**

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

**Seller responds as follows:**

☐ Seller agrees to correct the items disapproved by Buyer pursuant to terms set forth herein and Section 6j of the Contract.
☐ Seller is unwilling or unable to correct any of the items disapproved by Buyer.
☐ Seller’s response to Buyer’s Notice is as follows:

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

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

**BUYER’S ELECTION**

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

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

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