



# BUYER ATTACHMENT

**SAMPLE**

*This attachment should be given to the Buyer prior to the submission of any offer and is not a part of the Residential Real Estate Purchase Contract's terms.*

# ATTENTION BUYER!

You are entering into a legally binding agreement.

1. **Read the entire contract before you sign it.**
2. **Review the 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 2e).** 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.

**SAMPLE**

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# RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

# SAMPLE

The printed portion of this contract has been approved by the Arizona Association of REALTORS® ("AAR"). This is intended to be a binding contract. No representation is made as to the legal validity or adequacy of any provision or the tax consequences thereof. If you desire legal, tax or other professional advice, consult your attorney, tax advisor, insurance agent or professional consultant.



## 1. PROPERTY

- 1a. 1. **BUYER:** \_\_\_\_\_  
BUYER'S NAME(S)
2. **SELLER:** \_\_\_\_\_ or  as identified in section 9c.  
SELLER'S NAME(S)
3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon  
 4. or incidental thereto, plus the personal property described herein (collectively the "Premises").
- 1b. 5. Premises Address: \_\_\_\_\_ Assessor's #: \_\_\_\_\_  
 6. City: \_\_\_\_\_ County: \_\_\_\_\_ AZ, Zip Code: \_\_\_\_\_  
 7. Legal Description: \_\_\_\_\_
- 1c. 8. \$ \_\_\_\_\_ Full Purchase Price, paid as outlined below  
 9. \$ \_\_\_\_\_ Earnest money \_\_\_\_\_  
 10. \$ \_\_\_\_\_  
 11. \$ \_\_\_\_\_  
 12. \_\_\_\_\_
- 1d. 13. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.  
 14. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all  
 15. closing documents, and perform all other acts necessary in sufficient time to allow COE to occur on  
 16. \_\_\_\_\_ MONTH \_\_\_\_\_ DAY \_\_\_\_\_ YEAR ("COE Date"). If Escrow Company or recorder's office is closed on  
 17. COE Date, COE shall occur on the next day that both are open for business.  
 18. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down  
 19. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds  
 20. to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.
- 1e. 21. **Possession:** Seller shall deliver possession, occupancy, access to keys and/or means to operate all locks, mailbox,  
 22. security system/alarms, and all common area facilities to Buyer at COE or  \_\_\_\_\_ .  
 23. Broker(s) recommend that the parties seek appropriate counsel from insurance, legal, tax, and accounting professionals  
 24. regarding the risks of pre-possession or post-possession of the Premises.
- 1f. 25. **Addenda Incorporated:**  Assumption and Carryback  Buyer Contingency  Domestic Water Well  HUD forms  
 26.  H.O.A.  Lead-Based Paint Disclosure  Additional Clause  On-site Wastewater Treatment Facility  
 27.  Other: \_\_\_\_\_
- 1g. 28. **Fixtures and Personal Property:** Seller agrees that all existing fixtures on the Premises, and any existing personal  
 29. property specified herein, shall be included in this sale, including the following:
- 30. • free-standing range/oven
  - 31. • built-in appliances
  - 32. • light fixtures
  - 33. • ceiling fans
  - 34. • towel, curtain and drapery rods
  - 35. • draperies and other window coverings
  - 36. • attached floor coverings
  - flush-mounted speakers
  - attached fireplace equipment
  - window and door screens, sun screens
  - storm windows and doors
  - shutters and awnings
  - garage door openers and controls
  - attached TV/media antennas/satellite dishes
  - outdoor landscaping, fountains, and lighting
  - water-misting systems
  - solar systems
  - pellet, wood-burning or gas-log stoves
  - timers
  - mailbox
  - storage sheds

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BUYER BUYER

37. If owned by the Seller, the following items also are included in this sale:

- 38. • pool and spa equipment (including any mechanical or other cleaning systems) and/or
- security and/or fire systems and/or alarms
- water softeners
- 39. • water purification systems

40. Additional existing personal property included in this sale (if checked):  refrigerator  washer  dryer

41. As described: \_\_\_\_\_

42. \_\_\_\_\_

43.  Other: \_\_\_\_\_

44. \_\_\_\_\_

45. \_\_\_\_\_

46. Additional existing personal property included shall not be considered part of the Premises and shall be transferred with no monetary value, and free and clear of all liens or encumbrances.

48. Fixtures and leased items NOT included: \_\_\_\_\_

49. IF THIS IS AN ALL CASH SALE, GO TO SECTION 3.

## 2. FINANCING

2a. 50. **Loan Contingency:** Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval for the loan described in the AAR Loan Status Report without conditions no later than COE Date. If Buyer is unable to obtain loan approval without conditions by COE Date, Buyer shall deliver a notice of the inability to obtain loan approval without conditions to Seller or Escrow Company no later than COE Date.

2b. 54. **Unfulfilled Loan Contingency:** This Contract shall be cancelled and Buyer shall be entitled to a return of the Earnest Money after diligent and good faith effort, Buyer is unable to obtain loan approval without conditions by COE Date. Buyer is aware that failure to have the down payment or other funds due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not an unfulfilled loan contingency. Buyer acknowledges that prepaid items paid separately from earnest money are not refundable.

2c. 59. **Appraisal Contingency:** Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises by an appraiser acceptable to lender for at least the sales price. If the Premises fails to appraise for the sales price, Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a refund of the Earnest Money or the appraisal contingency shall be waived.

2d. 62. **Loan Status Report:** The AAR Loan Status Report ("LSR") with, at a minimum, the Buyer's Loan Information section completed, describing the current status of the Buyer's proposed loan, is attached hereto and incorporated herein by reference.

2e. 64. **Loan Application:** Unless previously completed, within five (5) days after Contract acceptance, Buyer shall (i) complete, sign and deliver to the lender a loan application with requested disclosures and documentation; (ii) grant lender permission to access Buyer's Trimerged Residential Credit Report; and (iii) pay all required loan application fees.

2f. 67. **Loan Processing During Escrow:** Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all additional documentation required. Buyer instructs the lender to provide loan status updates to Broker(s) and Seller. **Buyer shall sign all loan documents no later than three (3) days prior to the COE Date.**

2g. 70. **Type of Financing:**  Conventional  FHA  VA  Assumption  Seller Carryback  \_\_\_\_\_  
71. (If financing is to be other than new financing, see attached addendum.)

2h. 72. **Loan Costs:** Private Mortgage Insurance is required for certain types of loans and shall be paid by Buyer at COE in a manner acceptable to lender. The following may be paid by either party:

74. Discount points shall be paid by:  Buyer  Seller  Other \_\_\_\_\_

75. Discount points shall not exceed: \_\_\_\_\_ total points (Does not include loan origination fee)

76. A.L.T.A. Lender Title Insurance Policy shall be paid by  Buyer  Seller

77. Loan Origination Fee (Not to exceed \_\_\_\_\_ % of loan amount) shall be paid by  Buyer  Seller

78. Appraisal Fee, when required by lender, shall be paid by  Buyer  Seller  Other \_\_\_\_\_

2i. 79. **Other Loan Costs:** In the event of an FHA or VA loan, Seller agrees to pay up to \$ \_\_\_\_\_ of loan costs not permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein. In addition, for VA loans, Seller agrees to pay the escrow fee. All other costs of obtaining the loan shall be paid by the Buyer.

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 Page 2 of 9

2j. 82. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in 83. the LSR and shall only make any such changes without the prior written consent of Seller if such changes do not adversely 84. affect Buyer's ability to obtain loan approval without conditions, increase Seller's closing costs, or delay COE.

2k. 85. **FHA Notice (FHA Buyer Initials Required):** HUD does not warrant the condition of the property. By initialing below, Buyer acknowl- 86. edges receipt of Form HUD-92564-CN, "For Your Protection: Get a Home Inspection." Buyer further acknowledges that such 87. form was signed at or before the Contract date. Signed HUD-92564-CN is attached and made a part of this Purchase Contract.

88. (FHA BUYER'S INITIALS REQUIRED) \_\_\_\_\_ BUYER \_\_\_\_\_ BUYER

3. TITLE AND ESCROW

3a. 89. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the 90. terms of this Contract shall be:

91. \_\_\_\_\_ "ESCROW/TITLE COMPANY" \_\_\_\_\_ PHONE/FAX

3b. 92. **Title and Vesting:** Buyer will take title as determined before COE. Taking title may have significant legal, estate planning 93. and tax consequences. Buyer should obtain legal and tax advice.

3c. 94. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller 95. directly, addressed pursuant to 8t and 9c or as otherwise provided, a Commitment for Title Insurance together with 96. complete and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title 97. Commitment"), including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and 98. easements. Buyer shall have five (5) days after receipt of the Title Commitment and after receipt of notice of any 99. subsequent exceptions to provide notice to Seller of any items disapproved. Seller shall convey title by general warranty 100. deed. Buyer shall be provided at Seller's expense an American Land Title Association ("ALTA") Homeowner's Title 101. Insurance Policy, or if not available, an ALTA Residential Title Insurance Policy ("Plain Language"/"1-4 units") or, if not 102. available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire extended coverage 103. at Buyer's own additional expense.

3d. 104. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and 105. address of the Buyer to any homeowner's association in which the Premises is located. (ii) If the Escrow Company is also 106. acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the 107. Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for 108. any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All documents necessary to 109. close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow 110. Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company 111. fees, unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send 112. to all parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow 113. Company shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of 114. Disclosure is provided, Escrow Company shall record the Affidavit at COE.

3e. 115. **Tax Prorations:** Real property taxes payable by the Seller shall be prorated to COE based upon the latest tax information available.

3f. 116. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow 117. Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this Contract 118. in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action 119. or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or relating in any way to 120. the release of Earnest Money.

3g. 121. **Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of the COE, including homeowner's 122. association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on 123. encumbrances, and service contracts, shall be prorated as of COE or  Other:

3h. 124. **Assessment Liens:** The amount of any assessment, other than homeowner's/association assessments, that is a lien as of 125. the COE, shall be  paid in full by Seller  prorated and assumed by Buyer. Any assessment that becomes a lien after 126. COE is the Buyer's responsibility.

3i. 127. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to 128. complete, sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident 129. alien pursuant to the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller acknowledge that if the Seller 130. is a foreign person, the Buyer must withhold a tax equal to 10% of the purchase price, unless an exemption applies.

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Page 3 of 9

### 4. DISCLOSURES

- 4a.** 131. **Seller Property Disclosure Statement ("SPDS"):** Seller shall deliver a completed AAR SPDS form to the Buyer within five  
 132. (5) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Inspection Period  
 133. or five (5) days after receipt of the SPDS, whichever is later.
- 4b.** 134. **Insurance Claims History:** Seller shall deliver to Buyer a written five-year insurance claims history regarding Premises (or  
 135. a claims history for the length of time Seller has owned the Premises if less than five years) from Seller's insurance  
 136. company or an insurance support organization or consumer reporting agency, or if unavailable from these sources, from  
 137. Seller, within five (5) days after Contract acceptance. (Seller may obscure any reference to date of birth or social  
 138. security number from the document). Buyer shall provide notice of any items disapproved within the Inspection Period or  
 139. five (5) days after receipt of the claims history, whichever is later.
- 4c.** 140. **Lead-Based Paint Disclosure:** If the Premises were built prior to 1978, the Seller shall: (i) notify the Buyer of any known  
 141. lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide the Buyer with any LBP risk assessments or  
 142. inspections of the Premises in the Seller's possession; (iii) provide the Buyer with the Disclosure of Information on  
 143. Lead-based Paint and Lead-based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced  
 144. therein, including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information"). Buyer shall return  
 145. a signed copy of the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards to Seller prior to COE.
146.  LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk  
 147. assessments or inspections during Inspection Period.
148.  Seller shall provide LBP Information within five (5) days after Contract acceptance. Buyer may within ten (10) days or  
 149. \_\_\_\_\_ days after receipt of the LBP Information conduct or obtain a risk assessment or inspection of the Premises for  
 150. the presence of LBP or LBP hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the LBP  
 151. Information or five (5) days after expiration of the Assessment Period cancel this Contract.
152. If Premises were constructed prior to 1978, **BUYER'S INITIALS REQUIRED** \_\_\_\_\_ BUYER \_\_\_\_\_ BUYER
153. If Premises were constructed in 1978 or later, **BUYER'S INITIALS REQUIRED** \_\_\_\_\_ BUYER \_\_\_\_\_ BUYER
- 4d.** 154. **Affidavit of Disclosure:** If the Premises is located in an unincorporated area of the county, and five or fewer parcels of  
 155. property other than subdivided property are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in  
 156. the form required by law to the Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit  
 157. of Disclosure items disapproved within the Inspection Period or five (5) days after receipt of the Affidavit of Disclosure,  
 158. whichever is later.
- 4e.** 159. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Premises or disclosures made  
 160. herein, in the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already  
 161. obligated by Section 5a, or otherwise by this Contract or any amendments hereto, to correct or repair the changed item  
 162. disclosed, Buyer shall be allowed five (5) days after delivery of such notice to provide notice of disapproval to Seller.

### 5. WARRANTIES

- 5a.** 163. **Seller Warranties:** Seller warrants and shall maintain and repair the Premises so that, at the earlier of possession or COE: (i) all  
 164. heating, cooling, mechanical, plumbing, and electrical systems (including swimming pool and/or spa, motors, filter  
 165. systems, cleaning systems, and heaters, if any), free-standing range/oven, and built-in appliances will be in working  
 166. condition; (ii) all other agreed upon repairs and corrections will be completed pursuant to Section 6j; (iii) the Premises,  
 167. including all additional existing personal property included in the sale, will be in substantially the same condition as on the date of  
 168. Contract acceptance; and (iv) all personal property not included in the sale and all debris will be removed from the Premises.
- 5b.** 169. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects,  
 170. and any information concerning the Premises known to Seller, excluding opinions of value, which materially and adversely  
 171. affect the consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for  
 172. all labor, professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding  
 173. the COE in connection with the construction, alteration, or repair of any structure on or improvement to the Premises. Seller  
 174. warrants that the information regarding connection to a sewer system or on-site wastewater treatment facility (conventional  
 175. septic or alternative) is correct to the best of Seller's knowledge.

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Page 4 of 9



6h. 222. BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT  
223. QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE  
224. SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO  
225. ASSIST IN BUYER'S DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE  
226. PREMISES AND THE SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKER'S EXPERTISE AND  
227. LICENSING, BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY  
228. DEFECTS OR CONDITIONS THAT COULD HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.

229. (BUYER'S INITIALS REQUIRED) \_\_\_\_\_ BUYER \_\_\_\_\_ BUYER

6i. 230. Inspection Period Notice: Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any  
231. items disapproved. AAR's Buyer's Inspection Notice and Seller's Response form is available for this purpose. Buyer shall  
232. conduct all desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items  
233. disapproved shall be provided in a single notice.

6j. 234. Buyer Disapproval: If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller  
235. notice of the items disapproved and state in the notice that Buyer elects to either:  
236. (1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or  
237. (2) provide the Seller an opportunity to correct the items disapproved, in which case:  
238. (a) Seller shall respond in writing within five (5) days or \_\_\_\_\_ days after delivery to Seller of Buyer's notice of  
239. items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall  
240. conclusively be deemed Seller's refusal to correct any of the items disapproved.  
241. (b) If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any  
242. repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs  
243. to Buyer three (3) days or \_\_\_\_\_ days prior to COE Date.  
244. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel  
245. this Contract within five (5) days after delivery of Seller's response or after expiration of the time for  
246. Seller's response, whichever occurs first, and all Earnest Money shall be released to Buyer. If Buyer does  
247. not cancel this Contract within the five (5) days as provided, Buyer shall close escrow without correction  
248. of those items that Seller has not agreed in writing to correct.

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

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

6k. 254. Notice of Non-Working Warranted Items: Buyer shall provide Seller with notice of any non-working warranted item(s) of  
255. which Buyer becomes aware during the Inspection Period or the Seller warranty for that item(s) shall be waived. Delivery of  
256. such notice shall not affect Seller's obligation to maintain or repair the warranted item(s).

6l. 257. Home Warranty Plan: Buyer and Seller are advised to investigate the various home warranty plans available for purchase.  
258. The parties acknowledge that different home warranty plans have different coverage options, exclusions, limitations, service  
259. fees and most plans exclude pre-existing conditions.

260.  A Home Warranty Plan will be ordered by  Buyer or  Seller with the following optional coverage  
261. \_\_\_\_\_, to be issued by \_\_\_\_\_ at a cost not to exceed  
262. \$ \_\_\_\_\_, to be paid for by  Buyer  Seller  
263.  Buyer declines the purchase of a Home Warranty Plan.

6m. 264. Walkthrough(s): Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Premises for the  
265. purpose of satisfying Buyer that any corrections or repairs agreed to by the Seller have been completed, warranted items are in  
266. working condition and that the Premises is in substantially the same condition as of the date of Contract acceptance. If Buyer does  
267. not conduct such walkthrough(s), Buyer releases Seller and Broker(s) from liability for any defects that could have been discovered.

6n. 268. Seller's Responsibility Regarding Inspections and Walkthrough(s): Seller shall make the Premises available for all  
269. inspections and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on,  
270. including any propane, until COE to enable Buyer to conduct these inspections and walkthrough(s).

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Page 6 of 9

### 7. REMEDIES

- 7a. 271. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any 272. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If 273. the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall 274. become a breach of Contract.
- 7b. 275. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the 276. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative 277. Dispute Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages 278. in the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at 279. Seller's option, accept the Earnest Money as Seller's sole right to damages; and in the event of Buyer's breach arising from 280. Buyer's failure to deliver the notice required by Section 2a, or Buyer's inability to obtain loan approval due to the waiver of 281. the appraisal contingency pursuant to Section 2c, Seller shall exercise this option and accept the Earnest Money as Seller's 282. sole right to damages. An unfulfilled contingency is not a breach of Contract.
- 7c. 283. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating 284. to this Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs 285. shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved 286. disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and 287. cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be 288. submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate 289. Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator 290. may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding 291. arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event 292. either party shall have the right to resort to court action.
- 7d. 293. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought 294. in the Small Claims Division of an Arizona Justice Court (up to \$2,500) so long as the matter is not thereafter transferred or 295. removed from the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed 296. of trust, mortgage, or agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a 297. mechanic's lien; or (v) any matter that is within the jurisdiction of a probate court. Further, the filing of a judicial action to 298. enable the recording of a notice of pending action ("lis pendens"), or order of attachment, receivership, injunction, or other 299. provisional remedies shall not constitute a waiver of the obligation to submit the claim to ADR, nor shall such action 300. constitute a breach of the duty to mediate or arbitrate.
- 7e. 301. **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating 302. to this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney 303. fees, expert witness fees, fees paid to investigators, and arbitration costs.

### 8. ADDITIONAL TERMS AND CONDITIONS

- 8a. 304. \_\_\_\_\_
- 305. \_\_\_\_\_
- 306. \_\_\_\_\_
- 307. \_\_\_\_\_
- 308. \_\_\_\_\_
- 309. \_\_\_\_\_
- 310. \_\_\_\_\_
- 311. \_\_\_\_\_
- 312. \_\_\_\_\_
- 313. \_\_\_\_\_
- 314. \_\_\_\_\_
- 315. \_\_\_\_\_

SAMPLE

Initials: _____ <small>SELLER      SELLER</small>	Initials: _____ / _____ <small>BUYER      BUYER</small>
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- 8b. 316. **Risk of Loss:** If there is any loss or damage to the Premises between the date of Contract acceptance and COE or 317. possession, whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on 318. the Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the 319. purchase price, either Seller or Buyer may elect to cancel the Contract.
- 8c. 320. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.
- 8d. 321. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 8e. 322. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations 323. described herein.
- 8f. 324. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by 325. separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid. 326. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer 327. is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE 328. SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR 329. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT.
- 8g. 330. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. This Contract 331. and any other documents required by this Contract may be executed by facsimile or other electronic means and in any number of counterparts, 332. which shall become effective upon delivery as provided for herein, except that the Lead-Based Paint Disclosure Statement may not be signed 333. in counterpart. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.
- 8h. 334. **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. 335. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event 336. from which the time period begins to run is not included and the last day of the time period is included. Contract acceptance 337. occurs on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the 338. appropriate Broker. Acts that must be performed three days prior to the COE Date must be performed three full days prior 339. (i.e., if COE Date is Friday the act must be performed by 11:59 p.m. on Monday).
- 8j. 340. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 341. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing 342. 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. 343. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that 344. any subsequent offer accepted by the Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 345. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by 346. delivering notice stating the reason for cancellation to the other party or to the Escrow Company. Cancellation shall become 347. effective immediately upon delivery of the cancellation notice.
- 8m. 348. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in 349. writing and deemed delivered and received when (i) hand-delivered, (ii) sent via facsimile transmission, (iii) sent via 350. electronic mail, if email addresses are provided herein, or (iv) sent by recognized overnight courier service, and addressed 351. to Buyer as indicated in Section 8r, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 3a.
- 8n. 352. **Earnest Money:** Earnest Money is in the form of:  Personal Check  Other: \_\_\_\_\_ 353. If applicable, Earnest Money has been received by Broker named in Section 8r and upon acceptance of this offer will be 354. deposited with:  Escrow Company  Broker's Trust Account
- 8o. 355. **Release of Broker(s):** Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this 356. transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, 357. boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, 358. governmental regulations, insurance or any other matter relating to the value or condition of the Premises. 359. (BUYER'S INITIALS REQUIRED) \_\_\_\_\_ BUYER \_\_\_\_\_ BUYER
- 8p. 360. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and 361. a signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named in Section 8r 362. by \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_  a.m.  p.m., Mountain Standard Time. Buyer 363. may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this 364. date and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned.
- 8q. 365. THIS CONTRACT CONTAINS NINE PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT 366. YOU HAVE RECEIVED AND READ ALL NINE PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

SAMPLE

Initials: \_\_\_\_\_ / \_\_\_\_\_  
 SELLER SELLER BUYER BUYER  
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8r. 367. Broker on behalf of Buyer:

368. \_\_\_\_\_ PRINT SALESPERSON'S NAME \_\_\_\_\_ AGENT CODE \_\_\_\_\_ PRINT FIRM NAME \_\_\_\_\_ FIRM CODE \_\_\_\_\_  
 369. \_\_\_\_\_ FIRM ADDRESS \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
 370. \_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

8s. 371. Agency Confirmation: The Broker named in Section 8r above is the agent of (check one):

372.  the Buyer;  the Seller; or  both the Buyer and Seller

8t. 373. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof including the Buyer Attachment.

375. \_\_\_\_\_ MO/DA/YR BUYER'S SIGNATURE \_\_\_\_\_ MO/DA/YR BUYER'S SIGNATURE \_\_\_\_\_  
 376. \_\_\_\_\_ ADDRESS \_\_\_\_\_ ADDRESS \_\_\_\_\_  
 377. \_\_\_\_\_ CITY, STATE, ZIPCODE \_\_\_\_\_ CITY, STATE, ZIPCODE \_\_\_\_\_

9. SELLER ACCEPTANCE

9a. 378. Broker on behalf of Seller:

379. \_\_\_\_\_ PRINT SALESPERSON'S NAME \_\_\_\_\_ AGENT CODE \_\_\_\_\_ PRINT FIRM NAME \_\_\_\_\_ FIRM CODE \_\_\_\_\_  
 380. \_\_\_\_\_ FIRM ADDRESS \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
 381. \_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

9b. 382. Agency Confirmation: The Broker named in Section 9a above is the agent of (check one):

383.  the Seller; or  both the Buyer and Seller

9c. 384. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named on Section 9a to deliver a copy to Buyer.

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

388. \_\_\_\_\_ MO/DA/YR SELLER'S SIGNATURE \_\_\_\_\_ MO/DA/YR SELLER'S SIGNATURE \_\_\_\_\_  
 389. \_\_\_\_\_ SELLER'S NAME PRINTED \_\_\_\_\_ SELLER'S NAME PRINTED \_\_\_\_\_  
 390. \_\_\_\_\_ ADDRESS \_\_\_\_\_ ADDRESS \_\_\_\_\_  
 391. \_\_\_\_\_ CITY, STATE, ZIPCODE \_\_\_\_\_ CITY, STATE, ZIPCODE \_\_\_\_\_

392.  OFFER REJECTED BY SELLER: \_\_\_\_\_ MONTH \_\_\_\_\_ DAY \_\_\_\_\_ YEAR \_\_\_\_\_ (SELLER'S INITIALS) \_\_\_\_\_

For Broker Use Only:

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

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Initials: \_\_\_\_\_ SELLER / SELLER \_\_\_\_\_ Initials: \_\_\_\_\_ BUYER / BUYER \_\_\_\_\_  
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