



SELLER REFERENCES

Type **ER**

**EXCLUSIVE RIGHT TO SELL/RENT
LISTING CONTRACT LEGAL LANGUAGE**

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL OR TAX CONSEQUENCES OF THIS CONTRACT. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

1 **1. EXCLUSIVE RIGHT TO SELL AND/OR RENT.** In consideration of the acceptance by the undersigned licensed Arizona real
2 estate broker ("Broker") of the terms of this Listing Contract and Broker's promise to endeavor to effect a;
3 ☐ sale, ☐ rental, ☐ sale and/or rental, of the property described below ("Premises"), I or we, as owner(s) ("Owner"), employ and
4 grant Broker the exclusive and irrevocable right commencing on _____, _____, and
5 expiring at 11:59 p.m. _____, _____, to sell, rent, exchange, or option the Premises described
6 in Paragraph 3.
7 **NOTE:** Owner acknowledges that signing more than one Exclusive Right to Sell/Rent or other form of listing contract for the
8 same term could expose the Owner to liability for additional commissions.

9 **2. PRICE.** The listing price shall be: Sale \$ _____ Rental \$ _____ per month, plus (in
10 the case of a rental) all applicable lease or rental (transaction privilege) taxes, to be paid as described in the Owner's Profile
11 Sheet ("Data Entry Form"), or such other price and terms as are accepted by Owner.
12

13 **3. THE PREMISES.**

14 **a. Location Information.**

15 _____
16 Street Address City/Town County

17 _____
18 Legal Description Assessor #

19 **b. Fixtures and Personal Property.** Except as excluded in Section 3(c) below, any sale or rental of the Premises shall include
20 all existing fixtures on the Premises, any existing personal property specified in Section 3(c) below, and all of the following
21 items of personal property, to the extent located on the Premises:
22

- | | | |
|---|---|---|
| 23 • free standing range/oven | 24 • flush-mounted speakers | 25 • landscaping, fountains and lighting |
| 26 • built in appliances | 27 • attached fireplace equipment | 28 • water-misting systems |
| 29 • light fixtures | 30 • window/door screens, sun screens | 31 • solar systems |
| 32 • ceiling fans | 33 • storm windows and doors | 34 • pellet, wood-burning or gas-log stoves |
| 35 • towel, curtain/drapery rods | 36 • shutters and awnings | 37 • timers |
| 38 • draperies/other window coverings | 39 • garage door opener(s) and control(s) | 40 • mailbox |
| 41 • attached floor coverings | 42 • attached media antennas/satellite dishes | 43 • storage sheds |
| 44 • pool/spa equipment (including all mechanical and cleaning systems) | 45 • security and/or fire systems and/or alarms | 46 • water softeners |
| | 47 • central vacuum hoses, and attachments | 48 • water purification system |

49 **c. Appliances and Additional Existing Personal Property.** The Premises shall include the following appliances which are
50 presently located in or upon the Premises: ☐ Refrigerator ☐ Washer ☐ Dryer

51 ☐ Other _____

52 Additional items of personal property included in sale: _____

53 _____

54 Fixtures and leased items NOT included in sale: _____

55 _____

56 **4. ACCESS AND LOCKBOX.** Owner acknowledges that a lockbox and any other keys left with or available to Broker will permit
57 access to the Premises by Broker or any other broker, with or without potential purchasers or tenants ("Prospects"), even when
58 Owner or occupant is absent. Owner further acknowledges that, from time to time, unauthorized persons may have gained
59 access to properties using lockboxes. Owner acknowledges that neither the Arizona Regional Multiple Listing Service ("ARMLS"),
60 nor any Board or Association of REALTORS®, nor any broker (including Broker), is insuring Owner or occupant against theft, loss
61 or vandalism resulting from any such access. Owner is responsible for taking such steps as may be necessary to secure and
62 protect the Premises during any time that a lockbox is being used and obtaining appropriate insurance.

63 ☐ (Owner's Initials). Owner ☐ does / ☐ does not authorize Broker to install and use, on the Premises, a lockbox
64 containing the key to the Premises. If the Premises is occupied by someone other than Owner, Owner will provide to the

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Owner's Initials

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- 54 Broker the occupant's written permission for the installation of the lockbox and the publication and dissemination of the
55 occupant's name and telephone number.
- 56
- 57 5. **AGENCY RELATIONSHIPS.** Owner understands that Broker is Owner's agent with respect to this Listing. Owner understands
58 that Broker, either acting directly or through one or more licensees within the same brokerage firm, may represent a Prospect
59 interested in the purchase or rental of the Premises. Owner authorizes the Premises to be shown to any such Prospect and
60 understands that Broker may legally represent both Owner and Prospect in a transaction with the knowledge and informed
61 consent of both parties.
- 62
- 63 6. **COMPENSATION TO BROKER.** Owner agrees to compensate Broker as follows:
- 64 a. **RETAINER.** Broker acknowledges receipt of a non-refundable retainer fee of \$ payable to Broker for initial
65 consultation, research and other services.
- 66 b. **COMMISSIONS.** If Broker produces a ready, willing and able purchaser or tenant in accordance with this Listing Contract, or
67 if a sale, rental, option or exchange of the Premises is made by Owner or through any other broker, or otherwise, during the
68 exclusive term of this Listing Contract, Owner agrees to pay Broker a commission of:
- 69 For a: Sale: Rental:
- 70 of the Purchase/Lease Price or a commission of a substantially similar allocable amount if the transaction is structured as
71 other than a purchase or lease.
- 72 With respect to any holdovers or renewals of rental, regardless of whether this Listing Contract has expired, Owner agrees
73 to pay a commission of
- 74 The same amount of sale or rental commission shall be due and payable to Broker if, without the consent of Broker, the
75 Premises is withdrawn from this Listing Contract, otherwise withdrawn from sale or rental, or is rented, transferred, or
76 conveyed by Owner through any other broker or otherwise.
- 77 c. **COOPERATION WITH AND COMPENSATION TO OTHER BROKERS.** With regard to this Listing Contract, Broker intends
78 to cooperate with all other brokers except when not in Owner's best interest:
- 79 ☐ and, in the case of a purchase, to offer compensation in the amount of % of the gross purchase price or
80 \$ to a buyer's broker, who represents the interest of the buyer(s), and not the interest of Owner in a
81 transaction;
- 82 ☐ or, in the case of a lease, to offer compensation in the amount of % of the gross lease price or
83 \$ to a tenant's broker, who represents the interest of the tenant(s), and not the interest of Owner in a
84 transaction.
- 85 Furthermore, Broker may offer referral compensation to a referring broker who has no broker relationship with the
86 buyer/tenant or Owner. If not specified above, Owner authorizes Broker to share all such compensation with other brokers
87 in any manner acceptable to Broker.
- 88 d. **PAYMENT FROM ESCROW OR RENT.** Owner instructs the escrow company, if any, to pay all such compensation to
89 Broker in cash or certified funds as a condition to closing or upon cancellation of the escrow, and irrevocably assigns to
90 Broker, to the extent necessary, money payable to Owner at the closing or cancellation of escrow. Broker is authorized to
91 deduct compensation from any rent or other monies received on behalf of Owner.
- 92 e. **PURCHASE BY TENANT.** If during the terms of any rental of the Premises, including any renewals or holdovers, or within
93 days after its termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the
94 sale commission described in Paragraph 6(b) shall be deemed earned by and payable to Broker.
- 95 f. **AFTER EXPIRATION.** After the expiration of this Listing Contract, the same commissions, as appropriate, shall be payable if
96 a sale, rental, exchange, or option is made by Owner to any person to whom the Premises has been shown or with whom
97 Owner or any broker has negotiated concerning the Premises during the term of this Listing Contract, (1) within
98 days after the expiration of this Listing Contract, unless the Premises has been listed on an exclusive basis with
99 another broker, or (2) during the pendency, including the closing, of any purchase contract or escrow relating to the
100 Premises that was executed or opened during the term of this Listing Contract, or (3) as contemplated by Paragraph 6(e).
- 101 g. **FAILURE TO COMPLETE.** If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner,
102 the entire sale or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for
103 any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of
104 the commission.
- 105 h. **CONSTRUCTION.** Listing Contract shall be construed as limiting applicable provisions of law relating to when commissions
106 are earned or payable. In the event of any express disagreement between any provision of this Listing Contract and the

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- 107 terms of applicable law, the applicable provision of this Listing Contract shall be deemed as modified to the minimum extent
108 necessary to ensure compliance with applicable law.
- 109
- 110 **7. LISTING BROKER OBLIGATIONS AND AUTHORITY.** Broker agrees to make diligent and continued efforts to sell/lease the
111 Premises.
- 112 a. Owner authorizes Broker to place appropriate transaction signs on the Premises, including "For Sale" signs and "Sold" signs
113 OR "For Lease" and "Leased" signs.
- 114 b. Owner authorizes Broker to obtain information relating to the present mortgage(s) on the Premises.
- 115 c. Owner authorizes Broker to provide the information on the Listing/Data Entry Form, and any photographs of the Premises, to
116 ARMLS for publishing and dissemination, in whole or in part, in printed or electronic form, including via the Internet, to
117 ARMLS participants and the general public, even after the cancellation or expiration of the Listing. Broker is authorized to
118 report the sale, exchange, option or rental of the Premises, and its price, terms and financing, for dissemination through
119 ARMLS or otherwise to authorized ARMLS participants and to the public and for use by companies engaged in selling
120 information for various purposes, including but not limited to, appraisals or evaluations of tax assessments.
- 121 d. Owner authorizes Broker to market the Premises as Broker deems advisable, including marketing the Premises on the
122 Internet unless limited in (7)(d)(i) or (7)(d)(ii) below.
- 123 (Owner opt-out) (Check one if applicable)
- 124 ☐ (i) Display the Listing on the Internet except the street address of the Premises shall not be displayed on the Internet.
- 125 ☐ (ii) Owner does not authorize Broker to display the Listing on the Internet.
- 126 Owner understands and acknowledges that if Owner selects option (ii), consumers who conduct searches for listings on the
127 Internet will not see information about the listed Premises in response to their search.
- 128 e. Virtual Office Websites: Some real estate brokerages offer real estate brokerage services online. These websites are
129 referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a
130 Premises may be displayed in conjunction with a Premises on some VOWs. Anyone who registers on a Virtual Office
131 Website may gain access to such automated valuations or comments and reviews about any Premises displayed on a VOW.
132 Unless limited below, a VOW may display automated valuations or comments/reviews (blogs) about the Premises.
- 133 (Owner opt-out) (Check if applicable)
- 134 ☐ (i) Owner does not authorize an automated estimate of the market value of the Premises (or hyperlink to such
135 estimate) to be displayed in immediate conjunction with any listing information relating to Premises.
- 136 ☐ (ii) Owner does not authorize third parties to write online comments or reviews about the Premises or the listing of the
137 Premises (or display a hyperlink to such comments or reviews) in immediate conjunction with any listing
138 information relating to the Premises.
- 139 f. Broker reserves the right to cancel this Listing Contract unilaterally for cause, which shall include, but is not limited to,
140 Broker's good faith belief that any service requested of Broker or any action undertaken by anyone other than Broker is (or
141 could be determined to be) in violation of any applicable law.
- 142
- 143 **8. ROLE OF BROKER.** Owner acknowledges that Broker is not responsible for the custody or condition of the Premises or for its
144 management (except under separate contract), maintenance, upkeep or repair.
- 145
- 146 **9. DOCUMENTS.** In connection with any sale or rental of the Premises, Owner consents to the use of the standard form of purchase
147 or rental contract used by Broker and all other standard documents used by Broker and the escrow and title companies.
- 148
- 149 **10. REALTOR® STATUS.** ☐ This agent is a REALTOR® member of the _____
150 Association/Board of REALTORS® and subscribes to the REALTOR® Code of Ethics. ☐ This agent is not a member of any
151 REALTOR® Association/Board, but as a Subscriber to the Arizona Regional Multiple Listing Service, Inc., has agreed to abide
152 by the Standards of Conduct of MLS Subscribers.
- 153
- 154 **11. OWNER OBLIGATIONS.** In consideration of Broker's obligations, Owner agrees to:
- 155 a. Cooperate with Broker in carrying out the purpose of this Listing Contract, including referring immediately to Broker all
156 inquiries regarding the Premises' transfer, whether by purchase or any means of transfer.
- 157 b. Provide Broker with keys to the Premises and make the Premises available for Broker to show during reasonable times.
- 158 c. Inform Broker prior to leasing, mortgaging or otherwise encumbering the Premises.
- 159 d. Inform Broker of any past due HOA, tax or other Premises related fees. During the term of this Listing Contract, Owner
160 agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly
161 after Owner becomes aware of any such information.
- 162 e. Complete and return to Broker a Seller Property Disclosure Statement ("SPDS") form designed to disclose
163 pertinent property information. Broker shall have no responsibility, in whole or part, for the preparation of the
164 SPDS.
- 165 f. If applicable, sign and deliver to the escrow company a certificate indicating whether Owner is a foreign person or non-
166 resident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA).

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- 167 g. Provide a **Disclosure of Lead-Based Paint and Lead-Based Paint Hazards** as required by the U.S. Department of
168 Housing and Urban Development, if any Premises structure was built before 1978.
169 h. Deliver a completed **Affidavit of Disclosure** in the form required by law to a buyer within (5) days after purchase contract
170 acceptance, if the Premises is located in an unincorporated area of the county, and five or fewer parcels of property other
171 than subdivided property are being transferred.
172
173 12. **INSURANCE.** Owner acknowledges that Owner's or occupant's property could be damaged or stolen or persons visiting the
174 Premises could be injured. Owner shall be responsible for obtaining appropriate insurance to cover such possible events.
175
176 13. **GENERAL WARRANTIES BY OWNER.** Owner represents and warrants:
177 a. **CAPACITY.** Owner has the legal capacity, full power and authority to enter into this Listing Contract, deliver marketable
178 title to the Premises and consummate the transactions contemplated hereby on Owner's own behalf or on behalf of the
179 party Owner represents, as appropriate.
180 b. **ADVERSE INFORMATION.** Owner has disclosed to Broker all material latent defects and information concerning the
181 Premises known to Owner, including all material information relating to: connection to a public sewer system, septic tank or
182 other sanitation system; the existence of any tax, judgment or other type of lien; past or present infestation by or treatment
183 for wood-destroying pests or organisms; and past or present repair of the Premises for damage resulting from wood-
184 destroying pests or organisms. During the term of this Listing Contract, Owner agrees to continue disclosing to Broker all
185 additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such
186 information by updating SPDS or other written notice.
187 c. **CORRECT INFORMATION.** All information concerning the Premises in this Listing Contract, including the Data Entry Form
188 relating to the Premises, or otherwise provided by Owner to Broker or to any Prospect is, or will be at the time provided,
189 and shall be at close of escrow or occupancy by a tenant, true, correct and complete. Owner agrees to notify Broker
190 promptly if there is any material change in such information until the latest to occur of the expiration of this Listing Contract,
191 any close of escrow or occupancy by a tenant.
192 d. **USE OF LISTING CONTENT; INTELLECTUAL PROPERTY LICENSE.** Unless Owner delivers to Broker a written
193 certification, expressly prohibiting the dissemination to a multiple listing service of the listing and any listing information
194 relating to the Premises, Owner acknowledges and agrees that all photographs, images, graphics, video recordings, virtual
195 tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to
196 the Premises provided by Owner to Broker or Broker's agent (the "Owner Listing Content"), or otherwise obtained or
197 produced by Broker or Broker's agent in connection with this Listing Contract (the "Broker Listing Content"), and any
198 changes to the Owner Listing Content or the Broker Listing Content, may be filed with one or more multiple listing services,
199 included in compilations of listings, and otherwise distributed, publicly displayed and reproduced, subject to the limitations
200 listed in Section 7 of this Listing Contract. Owner hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty
201 free license to use, sublicense through multiple tiers, publish, display, and reproduce the Owner Listing Content, to prepare
202 derivative works of the Owner Listing Content, and to distribute the Owner Listing Content or any derivative works thereof,
203 subject to the limitations listed in Section 7 of this Listing Contract. This non-exclusive license shall survive the termination
204 of this Listing Contract for any reason whatever. Owner represents and warrants to Broker that the Owner Listing Content,
205 and the license granted to Broker for the Owner Listing Content, do not violate or infringe upon the rights, including any
206 copyright rights, of any person or entity. Owner acknowledges and agrees that as between Owner and Broker, all Broker
207 Listing Content is owned exclusively by Broker, and Owner has no right, title or interest in or to any Broker Listing Content.
208
209 14. **UTILITIES.** During the term of this Listing Contract, Owner shall maintain continuous service to the Premises of all utilities which
210 are currently connected to the Premises.
211
212 15. **RELIEF OF LIABILITY.** Broker is hereby relieved of any and all liability and responsibility for everything stated in Paragraphs
213 11.e, 11.f, 11.g, 12, and 13.
214
215 16. **INDEMNIFICATION.** Owner agrees to indemnify and hold Broker, all Boards or Associations of REALTORS®, ARMLS and all
216 other brokers harmless against any and all claims, expenses, liabilities, damages and losses arising from (i) any
217 misrepresentation, breach of warranty or breach of a promise by Owner in this Listing Contract, (ii) any incorrect information
218 supplied by Owner, (iii) any facts concerning the Premises not disclosed by Owner, including any facts known to Owner relating
219 to adverse conditions or latent defects, (iv) the use of a lockbox, or (v) any injury or damage to persons or property in connection
220 with the marketing or showing of the Premises. This indemnification shall survive Broker's performance and any transfer of title.
221
222 17. **OTHER OWNERS AND PROSPECTS.** Owner understands that other owners may make offers to sell or rent or may sell, rent,
223 exchange or option properties similar to the Premises through Broker. Owner consents to any agency representation by Broker
224 of such other owners before, during and after the expiration of this Listing Contract and understands that the Premises probably
225 will not be presented or shown to every Prospect encountered by Broker.
226

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- 227 18. **ATTORNEYS' FEES.** In any action or proceeding to enforce any provision of this Listing Contract, or for damages sustained by
228 reason of its breach, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, as set by
229 the court or arbitrator and not by a jury, and all other related expenses, such as expert witness fees, fees paid to investigators
230 and court costs. Additionally, if any broker hires an attorney to enforce the collection of any commission payable pursuant to this
231 Listing Contract, and is successful in collecting some or all of such commission without commencing any action or proceeding,
232 Owner agrees to pay such broker's reasonable attorneys' fees and costs and Owner also agrees to pay interest at the legal rate
233 on all compensation and other amounts owed or due to broker from the time due until paid in full.
- 234
- 235 19. **DEPOSITS.** Owner authorizes brokers to accept earnest deposits on behalf of Owner and to issue receipts for such earnest
236 deposits.
- 237
- 238 20. **RECOMMENDATIONS.** If Broker recommends a builder, contractor, escrow company, title company, pest control service,
239 appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose,
240 such recommendation shall be independently investigated and evaluated by Owner, who hereby acknowledges that any
241 decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely
242 upon such independent investigation and evaluation.
- 243
- 244 21. **SUBSEQUENT PURCHASE OR LEASE OFFERS.** Broker acknowledges that Owner has the right to accept subsequent offers
245 until the close of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner understands that any
246 subsequent offers accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any
247 contracts arising from the acceptance of earlier offers. Broker will change or maintain the correct MLS Listing status in
248 accordance to the ARMLS Rules and Regulations and any associated policies.
249 (Check if applicable) ☐ Accept backup offers. ☐ Withhold verbal offers. ☐ Withhold all offers once Owner accepts a
250 purchase contract for the Premises.
- 251
- 252 22. **EQUAL HOUSING OPPORTUNITY.** The Premises will be presented in compliance with federal, state and local fair housing
253 laws and regulations.
- 254
- 255 23. **TIME OF ESSENCE.** Time is of the essence in the performance of the obligations contained in this Listing Contract.
- 256
- 257 24. **COUNTERPARTS AND ELECTRONIC COPIES.** This Listing Contract may be executed in any number of counterparts by the
258 parties hereto. All counterparts so executed shall constitute one Listing Contract binding upon all parties hereto, notwithstanding
259 that all parties do not sign the same counterpart. Any legible electronic copy of the Listing Contract which indicates that the
260 Listing Contract was fully executed shall be treated as an original Listing Contract.
- 261
- 262 25. **CONSTRUCTION OF LANGUAGE AND GOVERNING LAW.** The language of this Listing Contract shall be construed
263 according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall
264 apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number
265 consistent with circumstances and context. Whenever the words "include", "includes" or "including" are used in this Listing
266 Contract, they shall be deemed to be followed by the words "without limitation". If this Listing Contract is used for a rental,
267 exchange, or option instead of a sale of the Premises, all language in this Listing Contract relating to the sale of Premises shall
268 be construed to apply as appropriate, to a rental, exchange, or option. For example, Owner shall be deemed to be Exchanger,
269 Optionor, or Landlord respectively. This Listing Contract shall be governed by the laws of the State of Arizona.
- 270
- 271 26. **TAXES AND REGISTRATION.** Owner acknowledges that a rental property must be registered with the County Assessor's
272 Office and may be subject to a tax on gross receipts and a special rental classification for property taxes. Owner agrees to
273 obtain appropriate licenses and pay fees and taxes when due. Owner agrees to indemnify and hold Broker harmless for any
274 such tax liability, including penalties and interest.
- 275
- 276 27. **ADDITIONAL TERMS.**
- 277 _____
- 278 _____
- 279 _____
- 280 _____
- 281 _____

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282 _____
283 _____
284 _____
285 _____

286 _____
287 ☐ Additional addendum/addenda attached.

288
289 28. **ENTIRE AGREEMENT.** This Listing Contract including the Data Entry Sheet, plus any attached exhibits and any addenda or
290 supplements signed by Owner and Broker, shall constitute the entire agreement between Owner and Broker and supersede any
291 other written or oral agreements between Owner and Broker. It is the intention of the parties that this Listing Contract shall be a
292 legally binding contract once it has been signed by Owner and Broker even though none, or only some, of the pages have been
293 initiated by Owner. This Listing Contract can be modified only by a writing signed by Owner and Broker.
294 THE TERMS AND CONDITIONS IN THIS LISTING CONTRACT PLUS ALL INFORMATION ON THE DATA ENTRY FORM
295 ARE INCORPORATED HEREIN BY REFERENCE. COMMISSIONS PAYABLE FOR THE SALE, RENTAL OR MANAGEMENT
296 OF PREMISES ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS® OR MULTIPLE LISTING CONTRACT
297 SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN THE BROKER AND THE OWNER. BY
298 SIGNING BELOW, OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND
299 PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A COPY OF THIS LISTING CONTRACT.
300

301
302 Print Name of Owner _____ Print Name of Owner _____
303
304
305 Street _____ City/Town _____ State _____ Zip _____
306
307
308 Phone _____ Fax _____ Owner's email Address _____
309
310
311 Owner's Signature _____ Mo/Da/Yr _____ Owner's Signature _____ Mo/Da/Yr _____
312

313 **ADDITIONAL OWNER(S) (If applicable)**
314
315
316 Print Name of Owner _____ Print Name of Owner _____
317
318
319 Street _____ City/Town _____ State _____ Zip _____
320
321
322 Phone _____ Fax _____ Owner's email Address _____
323
324
325 Owner's Signature _____ Mo/Da/Yr _____ Owner's Signature _____ Mo/Da/Yr _____
326

327 ☐ Additional Owner Information attached.
328

329 In consideration of Owner's representations and promises in this Listing Contract, Broker agrees to endeavor to effect a sale, rental,
330 exchange, or option in accordance with this Listing Contract.
331

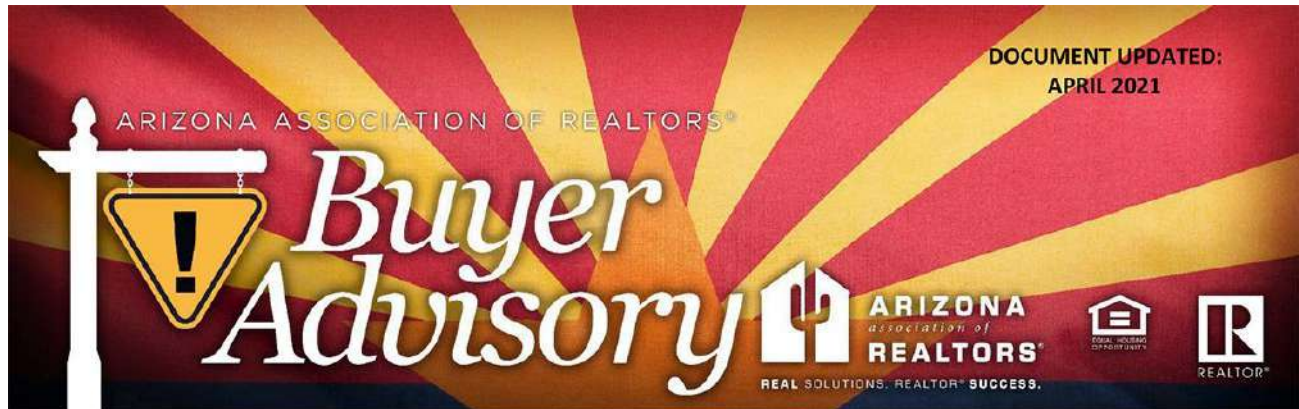
332
333 Firm Name (Broker) _____ Preferred Phone _____ Fax _____
334

335 By: _____
336 Agent's Signature _____ Agent Name (Printed) _____ Date (Mo/Da/Yr) _____ Agent's Email _____
337

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Broker's File/Lot No. _____ Broker/Manager Initials _____ Date: _____



A Resource for Real Estate Consumers

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

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

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

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

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

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

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

Reminder:

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

Please Note:

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



A Resource for Real Estate Consumers Provided by the
ARIZONA ASSOCIATION OF REALTORS®

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COMMON DOCUMENTS A BUYER SHOULD REVIEW

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| 3 MLS Printout | 4 HOA Disclosures | 5 Professional Inspection Report |
| 3 The Subdivision Disclosure Report (Public Report) | 4 Community Facilities District | 5 County Assessors/Tax Records |
| 3 Seller's Property Disclosure Statement (SPDS) | 4 Title Report or Title Commitment | 5 Termites and Other Wood Destroying Insects and Organisms |
| 3 Covenants, Conditions and Restrictions (CC&Rs) | 4 Loan Information & Documents | 5 Foreign Investment in Real Property Tax Act (FIRPTA) |
| | 4 Home Warranty Policy | |
| | 5 Affidavit of Disclosure | |

SECTION 2

COMMON PHYSICAL CONDITIONS IN THE PROPERTY A BUYER SHOULD INVESTIGATE

- | | | |
|--|---|--|
| 6 Repairs, Remodeling and New Construction | 7 Water/Well Issues (Adjudications, CAGRDs) | 8 Indoor Environmental Concerns (Mold, Chinese Drywall, Radon Gas & Carbon Monoxide, Drug labs, Other) |
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BUYER

ACKNOWLEDGMENT ¹³



Section 1

COMMON DOCUMENTS A BUYER SHOULD REVIEW

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

1 Purchase Contract

Buyers should protect themselves by taking the time to read the real estate purchase contract and understand their legal rights and obligations before they submit an offer to buy a property.

<http://bit.ly/38XEvnJ>

(AAR Sample Residential Resale Purchase Contract)

2 MLS Printout

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

3 The Subdivision Disclosure Report (Public Report)

A Subdivision Disclosure Report (Public Report) is intended to point out material information about a subdivision. Subdividers (any person who offers for sale or lease six or more lots in a subdivision or who causes land to be divided into a subdivision) are required to give buyers a Public Report. Read the Public Report before signing any contract to purchase property in a subdivision. Although some of the information may become outdated, subsequent buyers can also benefit from reviewing the Public Report. Public Reports dating from January 1, 1997, are available on the Arizona Department of Real Estate (ADRE) website.

<http://services.azre.gov/publicdatabase/SearchDevelopments.aspx>

(ADRE Search Developments)

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

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

4 Seller's Property Disclosure Statement (SPDS)

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

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

<http://bit.ly/2knrNQA> (AAR Sample SPDS)

<http://www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx>

(ADRE Property Buyer's Checklist)

5 Covenants, Conditions and Restrictions (CC&Rs)

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

<http://www.azre.gov/PublicInfo/PropertyBuyerChecklist.aspx>

(ADRE Property Buyer's Checklist)

ADRE ADVISES:

"Read the deed restrictions, also called CC&Rs (covenants, conditions and restrictions). You might find some of the CC&Rs are very strict."

Buyers should consult legal counsel if uncertain of the application of particular provisions in the CC&Rs.



6 Homeowners Association (HOA) Governing Documents

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

<http://bit.ly/2ebBSLH> and <http://bit.ly/2e8jdM3> (Chapter 16 & 18 of the Arizona Revised Statutes-Title 33) <http://bit.ly/1rCq9kd> (ADRE HOA Information) <https://azre.gov/consumers/hoa> (Homeowners Association Dispute Process)

7 HOA Disclosures

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

<http://bit.ly/2ebBSLH> (A.R.S. 33-1260); <http://bit.ly/2e8jdM3> (A.R.S. §33-1806)

8 Community Facilities District

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

9 Title Report or Title Commitment

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

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

<https://insurance.az.gov/consumers/help-hometitleflood-insurance> (Arizona Department of Insurance)

10 Loan Information and Documents

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

<https://www.consumerfinance.gov/owning-a-home/> (Buying a house: Tools & Resources for Homebuyers)

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

11 Home Warranty Policy

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



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12 Affidavit of Disclosure

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

<http://bit.ly/2MGVSPR>
(AAR Sample Affidavit of Disclosure)

13 Lead-Based Paint Disclosure Form

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

<http://bit.ly/2O4pL4A> (EPA)
<http://bit.ly/2O69Uik> (ADRE Lead Based Paint Information)

14 Professional Inspection Report

The importance of having a property inspected by a professional inspector cannot be over-emphasized. An inspection is a visual physical examination, performed for a fee, designed to identify material defects in the property. The inspector will generally provide the buyer with a report detailing information about the property's condition. The buyer should carefully review this report with the inspector and ask the inspector about any item of concern. Pay attention to the scope of the inspection and any portions of the property excluded from the inspection.

<https://azashi.org/faq/> (FAQ's - Home Inspections)

15 County Assessors/Tax Records

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

Apache:
<http://bit.ly/1FKUhk8>

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

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

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

Mohave:
<http://bit.ly/1Yq6nAj>

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

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

Yuma:
<https://bit.ly/3u08BbW>

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

Gila:
<http://bit.ly/1Yq3bV9>

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

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

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

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

Yavapai:
<http://bit.ly/1AsANj5>

16 Termites and Other Wood Destroying Insects and Organisms

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

<https://agriculture.az.gov/pestspest-control/termites> (AZDA-Termite Information)

<http://bit.ly/2GIGlIR> (AZDA-Wood Destroying Insect Inspection Reports)

<https://tarf.azda.gov/> (AZDA-Search for Termite Reports)

17 Foreign Investment in Real Property Tax Act (FIRPTA)

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

<https://www.irs.gov/individuals/international-taxpayers/definitions-of-terms-and-procedures-unique-to-firpta> (I.R.S. FIRPTA Definitions)

www.irs.gov/individuals/international-taxpayers/FIRPTA-Withholding (I.R.S. FIRPTA Information)

<https://www.irs.gov/individuals/international-taxpayers/FIRPTA> (I.R.S. FIRPTA Video)



Section 2

COMMON PHYSICAL CONDITIONS IN THE PROPERTY A BUYER SHOULD INVESTIGATE

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

1 Repairs, Remodeling and New Construction

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

<https://roc.az.gov/before-hire> (Before You Hire a Contractor – Tips)

www.greaterphoenixnari.org (National Association of Remodeling Industry – Greater Phoenix Chapter)

<https://www.nariofsouthernarizona.com/page-319328> (National Association of Remodeling Industry – Southern Arizona)

<https://apps.secure.phoenix.gov/PDD/Search/Permits> (City of Phoenix – Building Permit Records)

<https://www.tucsonaz.gov/PRO/pdsd/> (City of Tucson – Building Permit Records)

2 Square Footage

Square footage on the MLS printout or as listed by the county assessor's records is often only an estimate and generally should not be relied upon for the exact square footage in a property. An appraiser or architect can measure the property's size to verify the square footage. If the square footage is important, you should have it confirmed by one of these experts during the inspection period in a resale transaction and prior to executing a contract in a new home transaction.

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

3 Roof

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

www.azroofing.org (Arizona Roofing Contractors Association)

<https://roc.az.gov/before-hire> (Before You Hire a Contractor – Tips)

4 Swimming Pools and Spas

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

The Arizona REALTORS® Residential Purchase Contract provides guidance for the buyer to investigate all applicable state, county, and municipal Swimming Pool Barrier regulations and acknowledge receipt of the Arizona Department of Health Services approved private pool safety notice. The state requirements contained in the notice may be superseded by local swimming pool barrier ordinances that are equal to or more restrictive than the state requirements.

<https://www.aaronline.com/2010/10/pool-barrier-law-contact-information/> (AAR-Pool Barrier Laws & Information-Updated August 2020)

<https://www.azleg.gov/ars/36/01681.htm> (A.R.S. 36-1681 Swimming Pool Enclosures)

5 Septic and Other On-Site Wastewater Treatment Facilities

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

<http://bit.ly/2pIVsZe>

(ADEQ – AZ Statewide Inspection Program)

<http://az.gov/app/own/home.xhtml>

(File a Notice of Transfer Online)



6 SEWER

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

7 Water/Well Issues

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

<https://www.azcc.gov/utilities/water>

(Arizona Corporation Commission - Utilities-Water)

<https://new.azwater.gov/aaws/statutes-rules>

(Assured and Adequate Water Supply)

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

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

<https://new.azwater.gov/adjudications>

(Department of Water Resources – Adjudications)

Additionally, the Verde Valley Water Users assists members in matters pertaining to the Gila River System Adjudication.

www.verdevalleywaterusers.org (Verde Valley Water Users Association)

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

www.cagrd.com

(Central Arizona Ground Water Replenishment District)

8 Soil Problems

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

Other areas are subject to fissure, subsidence and other soil conditions. Properties built on such soils

may experience significant movement causing a major problem.

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

<https://azre.gov/PublicInfo/Fissures>

(ADRE – Overview of Arizona Soils)

<http://bit.ly/2sXBHw> (Problem Soils)

<http://bit.ly/2MpcKNU>

(Shrink/Swell Potential & FAQs)

<http://bit.ly/2yfzVHR>

(Information on Land Subsidence & Earth Fissures)

www.btr.state.az.us

(State Certified Engineers & Firms)

9 Previous Fire/Flood

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

10 Pests

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

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

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

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

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

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



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<http://bit.ly/32y89I6> (Information on Scorpions)
<http://bit.ly/1PFP9Y2> (Information on Bed Bugs)
<http://www2.epa.gov/bedbugs> (Bed Bugs: Get Them Out and Keep Them Out)
<http://www.maricopa.gov/FAQ.aspx?TID=104> (Maricopa County – Roof Rats)
<https://agriculture.ar.gov/pestspest-control/termites> (Termite Information)
<https://agriculture.ar.gov/pests-pest-control/agriculture-pests/bark-beetles> (Bark Beetle Information)

11 Endangered & Threatened Species

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

<https://www.fws.gov/southwest/es/Arizona/>
(Arizona Ecological Services)
<https://www.fws.gov/endangered/map/state/AZ.html>
(Arizona Endangered Species)

12 Death and Felonies on the Properties

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

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

<http://bit.ly/2lo53M7> (A.R.S. § 32-2156)

13 Indoor Environmental Concerns

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

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

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

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

<https://www.epa.gov/indoor-air-quality-iaq>
(EPA-Indoor Air Quality)
<https://www.epa.gov/mold> (EPA-Mold)
<https://www.cdc.gov/mold/> (CDC-Mold Information)

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

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

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

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

<http://bit.ly/2kRk7jm> (Drywall Information Center)
<http://bit.ly/2GcWpM> (About Radon)
<http://bit.ly/2t1CAPq> (Carbon Monoxide Infographic)
<http://www2.epa.gov/asbestos> (Asbestos Information)
<http://bit.ly/2gUzCSt> (Voluntary Guidelines for Methamphetamine)
<https://www.epa.gov/formaldehyde> (EPA Formaldehyde)

14 Property Boundaries

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

<https://btr.az.gov/arizona-professional-land-surveyors-apls>
(AZ BTR Land Surveyors)
<http://www.azpls.org/> (Professional Land Surveyors)



15 Flood Insurance/Flood Plain Status

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

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

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

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

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

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

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

Other Arizona Counties: Consult County Websites.

16 Insurance (Claims History)

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

<https://content.naic.org/consumer.htm> (Helping You Navigate Insurance and Make Better Informed Decisions)

17 Other Property Conditions

Plumbing: Check functionality.

Cooling/Heating: Make sure the cooling and heating systems are adequate. If it is important to you, hire a qualified heating/cooling inspector. <https://www.epa.gov/ods-phaseout>

Electrical Systems: Check for functionality and safety.

Section 3

CONDITIONS AFFECTING THE AREA SURROUNDING THE PROPERTY THE BUYER SHOULD INVESTIGATE

Every property is unique; therefore, important conditions vary.

Environmental Concerns

It is often very difficult to identify environmental hazards. The Arizona Department of Environmental Quality (ADEQ) website contains environmental information regarding the locations of open and

closed landfills (Solid Waste Facilities), wildfire information, as well as, air and water quality information (and more).

<http://www.azdeg.gov/> (ADEQ)

<http://legacy.azdeg.gov/envirom/waste/solid/plan.html> (ADEQ-Solid Waste Facilities)

<https://azdeg.gov/WildfireSupport> (Wildfire Information)



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1 Environmentally Sensitive Land

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

<http://www.scottsdaleaz.gov/codes/eslo>
(Environmentally Sensitive Lands Overlay—ESL)

<http://www.scottsdaleaz.gov/codes/eslo>
(Natural Area Open Space)

2 Electromagnetic Fields

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

www.niehs.nih.gov/health/topics/agents/emf/ (National Institute of Environmental Health Sciences)

3 Superfund Sites

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

<http://www.azdeq.gov/emaps> (ADEQ-Maps)

www.epa.gov/superfund/ (EPA) <http://espanol.epa.gov/> (Spanish)

4 Freeway Construction and Traffic Conditions

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

<https://azdot.gov/> (ADOT)

<https://azdot.gov/projects> (ADOT Statewide Projects)

<https://az511.com/> (ADOT Road Conditions)

5 Crime Statistics

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

<https://communitycrimemap.com/>

(Crime Statistics - All Arizona Cities)

6 Sex Offenders

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

www.azdps.gov/Services/Sex_Offender/ (Registered Sex Offenders and Community Notification)

<http://www.nsopw.gov/en> (National Sex Offender Public Site)

7 Forested Areas

Life in a forested area has unique benefits and concerns. Contact county/city fire authority for more information on issues particular to a community.

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

(Arizona Fire Wise Communities)

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

(Public Education/Fire Wise USA)

8 Military and Public Airports

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

Vacant land or lots may be for sale within areas of high noise or accident potential zones. Because the zoning of these lots may conflict with the buyer's ability to develop the property, the buyer should verify whether development is prohibited.



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Zoning regulations for these areas, may be found at A.R.S. §28-8481.

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

(ADRE - Maps of Military Airports & Boundaries)

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

(ADRE - Maps of Public Airports & Boundaries)

<https://www.skyharbor.com/FlightPaths> (Phoenix Skyharbor Airport - General Information)

9 Zoning/Planning/Neighborhood Services

Information may be found on community websites.

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

<http://www.tucsonaz.gov/pdsd/planning-zoning> (Tucson)

10 Schools

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

Visit the Arizona Department of Education website for more information.

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

ADRE ADVISES:

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

www.azed.gov/PublicInfo/PropertyBuyerChecklist.aspx (ADRE)

11 City Profile Report

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

<https://www.moving.com/real-estate/compare-cities/>
(City Profile Report)

Section 4

OTHER METHODS OF GETTING INFORMATION ABOUT A PROPERTY

Talk to the Neighbors

Neighbors can provide a wealth of information.

Buyers should always talk to the surrounding residents about the neighborhood and the history of the property the buyer is considering for purchase.

Drive around the Neighborhood

Buyers should always drive around the neighborhood, preferably on different days at several

different times of the day and evening, to investigate the surrounding area.

Investigate your Surroundings

Google Earth is an additional method to investigate the surrounding area:

<https://www.google.com/earth/>



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Section 5

RESOURCES

Market Conditions Advisory

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

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

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

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

[Market Conditions Advisory](#) (AAR - Sample Forms)

Fair Housing and Disability Laws

The Fair Housing Act prohibits discrimination in the sale, rental, and financing of dwellings based on race, color, national origin, religion, sex,

familial status (including children under the age of 18 living with people securing custody of children under the age of 18), and disability.

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

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

Wire Fraud

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

<http://bit.ly/2eQNWms> (FTC & NAR - Protect your mortgage closing from scammers)

<http://bit.ly/2vDDvFk> (CFPB - Buying a home? Watch out for mortgage closing scams)

Additional Information

NATIONAL ASSOCIATION OF REALTORS® (NAR)
<https://www.nar.realtor/>

Ten Step Guide to Buying a Home (Realtor.com)
<http://bit.ly/3pQqXX7>

Home Closing 101
www.homeclosing101.org

Information about Arizona Government, State Agencies and Arizona REALTORS®

Arizona Department of Real Estate
Consumer Information
www.azre.gov/InfoFor/Consumers.aspx

Arizona Association of REALTORS®
www.aaronline.com



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BUYER ACKNOWLEDGMENT

Buyer acknowledges receipt of all 13 pages of this Advisory.

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

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

^ BUYER SIGNATURE

DATE

^ BUYER SIGNATURE

DATE

