DOCUMENT UPDATED:

February 2026

ARIZONA ASSOCIATION OF REALTORS®

Buyer Advisory

ARIZONA association of REALTORS®

REAL SOLUTIONS. REALTOR® SUCCESS.

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 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 shortcomings in a property.

Please Note:

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

Table of Contents

Section 1

COMMON DOCUMENTS A BUYER SHOULD REVIEW

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

1 Purchase Contract

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

Residential Resale Real Estate Purchase Contract
AAR Sample Residential Purchas Contract)

Contingency Waivers

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

2 MLS Printout

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

3 The Subdivision Disclosure Report (Public Report)

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

https://services.azre.gov/PdbWeb/Development/Search Developments
(ADRE Search Developments)

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.

Residential Seller's Property Disclosure Statement
(AAR Sample SPDS)
https://azre.gov/consumers/property-buyers-checklist-home-or-land
(ADRE Property Buyer's Checklist)

5 Covenants, Conditions and Restrictions (CC&Rs)

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

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

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

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

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

6 Homeowners Association (HOA) Governing Documents

In addition to CC&Rs, HOAs may be governed by Articles of Incorporation, Bylaws, Rules and Regulations, and often architectural control standards. Read and understand these documents. Also, be aware that some HOAs impose fees that must be paid when the property is sold, so ask if the purchase of the property will result in any fees.

Condominium and planned community HOAs are regulated by Arizona statutes. They are not under the jurisdiction of the Department of Real Estate (ADRE). Nonetheless, the Arizona's Homeowner's Association Dispute Process is administered by the ADRE.

http://bit.ly/2ebBSLH (A.R.S. 33-1260)
http://bit.ly/2e8jdM3 (A.R.S. 33-1806)
https://azre.gov/consumers/homeowners-association-dispute-information (ADRE HOA Information)

7 HOA Disclosures

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

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

8 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 sewers, utility infrastructure, and public parks are examples of the types of public infrastructure paid for by CFDs. CFDs have a Governing Board that may be the City Council acting as the board or a stand-alone board. Any member of a CFD may request disclosures from this board.
Questions to ask include: the amount still owed and how many more payments are left in order to pay off the CFD for the property. It is important that you review the Detailed Property Tax Statement which will show the current amount due to the CFD.
CFDs are most commonly found on the property's detailed property tax statement from the County Tax Assessor. The local municipality or county can also be a source of CFD information.

9 Title Report or Title Commitment

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

https://www.homeclosing101.org/ (American Land Title Association)
https://bit.ly/34KkCaQ(CFPB- What is title insurance?)

10 Loan Information and Documents

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

https://www.consumerfinance.gov/owning-a-home/
(Buying a house: Tools & Resources for Homebuyers)
https://www.hud.gov/topics/buying_a_home (HUD.gov)

11 Home Warranty Policy

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

12 Affidavit of Disclosure

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

Affidavit of Disclosure (AAR Sample)

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.

Lead Based Paint Disclosure (AAR Sample Form)

Lead Based Paint Pamphlet (Protect Your Family pamphlet)

Lead Based Paint Safety (ADRE Consumer Information)

14 Professional Inspection Report

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

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

Home Inspections General Information
(AZ.Board of Technical Registration-Home Inspections)

Consumer Guide: Home Inspections
(NAR Consumer Guide -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:
https://bit.ly/3CVkXTu

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

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

La Paz:
https://www.lapaz.gov/150/Assessor

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

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

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

Cochise:
https://www.cochise.az.gov/178/Assessor

Gila:
http://bit.ly/Yq3bV9

Greenlee:
https://bit.ly/40vI7P7

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

Navajo:
https://bit.ly/4hbczDC

Pinal:
https://bit.ly/40gwL0b

Yavapai
https://bit.ly/40y2MC6

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%20 (AZDA-Wood Destroying Insect Inspection Reports)
https://tarf.azda.gov/ (AZDA-Search for Termite Reports)

17 Foreign Investment in Real Property Tax Act (FIRPTA)

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

https://bit.ly/3w10GsF (I.R.S.FIRPTA Definitions)

https://www.irs.gov/Individuals/International-taxpayers/firpta-withholding (I.R.S. FIRPTA Information and FAQs)

Section 2

COMMON PHYSICAL CONDITIONS IN THE PROPERTY A BUYER SHOULD INVESTIGATE

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

1 Repairs, Remodeling and New Construction

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

USE OF LICENSED CONTRACTORS

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

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

https://roc.az.gov/before-hire (Before you Hire a Contractor–Tips)
https://remodelingdoneright.nari.org/ (National Association of the Remodeling Industry)
https://apps-secure.phoenix.gov/PDD/Search/Permits (Phoenix Building Permit Search)
https://www.tucsonaz.gov/Departments/Planning-Development-Services/Permits (Tucson Building Permit Records)
Other cities- search Planning & Development

2 Square Footage

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

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

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

3 Roof

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

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

4 Swimming Pools and Spas

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

Pool Barrier Laws (AAR-Pool Barrier Laws & Information)
Pool enclosures; requirements; exceptions; enforcement (A.R.S. 36-1681 Swimming Pool Enclosures)
Residential Pool Safety Notice (AZ Dept. of Health Services)

5 Septic and Other On-Site Wastewater Treatment Facilities

If the home is not connected to a public sewer, it is 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 of Environmental Quality (ADEQ).

ADEQ - Notice of Transfer Filing Information (Notice of Transfer and Inspection Information)

6 Sewer

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

7 Water/Well Issues

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

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

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

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

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

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

www.cagrd.com
Arizona Ground Water Replenishment District)

8 Soil Problems

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

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

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

https://azgs.arizona.edu/geohazards/problem-soils
(Problem Soils -UA Science AZ Geological Survey)
https://azgs.arizona.edu/geohazards/earth-fissures-subsidence
(Information on Land Subsidence & Earth Fissures)
www.btr.state.az.us
(State Certified Engineers& Firms)

9 Previous Fire/Flood

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

10 Pests

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

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

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

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

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

Bark Beetles: Bark beetles have been reported in some forested areas.
https://agriculture.az.gov/pests-pest-control/household-pests/scorpions
(Scorpions – Information)
https://agriculture.az.gov/pests-pest-control/household-pests/bed-bugs
(Bed Bugs – Information)
https://agriculture.az.gov/pestspest-control/household-pests/roof-rats
(Roof Rats)
https://agriculture.az.gov/pestspest-control/termites
(Termite Information)
https://agriculture.az.gov/pestspest-control/agriculture-pests/bark-beetles
(Bark Beetles – Information)

11 Endangered & Threatened Species

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

Arizona Ecological Services Field Office | U.S.Fish & Wildlife Service (fws.gov)
(Arizona Ecological Services)(Arizona Endangered Species)

12 Death and Felonies on the Properties

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

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

Real Estate Sales & Leases Disclosure (A.R.S. §32-2156)

13 Indoor Environmental Concerns

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

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

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

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

Epa.gov/indoor-air-quality-iaq
(EPA-Indoor Air Quality)
https://www.epa.gov/mold
(EPA-Mold)
https://www.cdc.gov/mold-health/about/index.html
(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.

U.S. Environmental Protection Agency – Radon
(General Information)
Radon – Az. Map of Radon Zones (EPA)
AZ Dept of Health Service (General About Radon)

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

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

bit.ly2kRk7jm (Drywall Information Center)
https://bit.ly/4j9kR0J (EPA-Carbon Monoxide Indoors)
https://www.epa.gov/asbestos (Asbestos Information)
http://bit.ly/2qUZcSt (Voluntary Guidelines -Laboratory Cleanup - Methamphetamine & Fentanyl
Formaldehyde | US EPA (EPA Formaldehyde)

14 Property Boundaries

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

https://www.azpls.org/secure/find_surveyor.asp (AZ BTR Land Surveyors)

15 Flood Insurance/Flood Plain Status

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

If community floodplain information is not available for a specific property, and in order to obtain flood insurance, it may be necessary to have an elevation survey and obtain an elevation certificate. This is necessary to determine a properties insurability and premium rate. You may also wish to contact the Federal Emergency Management Agency (FEMA) for more information about flood insurance as it relates to the property.

National Flood InsuranceProgram (FEMA)

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

Elevation Certificates (General Info)

Flooding in Arizona (AZ Geological Survey)

https://www.fcd.maricopa.gov/5308/Flood-Control-District

(Maricopa County Flood Control District-Services)

Other Arizona Counties: Consult County Websites.

16 Insurance (Claims History)

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

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

17 Other Property Conditions

Plumbing: Check functionality.

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

U.S. Environmental Protection Agency (EPA - Phaseout of Ozone-Depleting Substances -ODS)

Electrical Systems: Check for functionality and safety.

Section 3

CONDITIONS AFFECTING THE AREA SURROUNDING THE PROPERTY THE BUYER SHOULD INVESTIGATE

Every property is unique; therefore, important conditions vary.

Environmental Concerns

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

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

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

https://wildlandfire.az.gov/ (Wildfire FAQs and Resources1

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 to be retained in their natural state and designated as National Area Open Space (NAOS).

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

2 Electric and Magnetic Fields (EMFs)

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

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

3 Superfund Sites

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

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

4 Freeway Construction and Traffic Conditions

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

https://azdot.gov/projects (ADOT statewide projects)

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

5 Crime Statistics

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

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

6 Sex Offenders

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

https://www.azdps.gov/services/public/offender
(Registered Sex Offender and Community Notification)

https://www.nsopw.gov/
(National Sex Offender Public Site)

7 Forested Areas

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

www.wildfirerisk.org
(Search - Community Wildfire Risk)
AZ Dept of Forestry & Fire Management
(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 overflights that may contribute to noise cannot usually be determined from these maps.

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

Airport Boundary Maps

(ADRE - Maps of Public Airports & Military Airports Boundary Maps)

https://www.skyharbor.com/FlightPaths

(Phoenix Sky Harbor Airport- General Information)

9 Zoning/Planning/Neighborhood Services

Information may be found on community websites.

City of Phoenix

(Planning & Zoning)

Neighborhood Services – Phoenix

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

10 Schools

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

Visit the Arizona Department of Education website for more information.

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

11 City Profile Report

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

https://www.moving.com/real-estate/city-profile/
(Find City Stats & Information)

12 ADRE: Topics to Research Before Purchasing Real Estate

The Arizona Department of Real Estate provides online resources, links, and Information on various topics a consumer may wish to research before purchasing real estate. The topics span many opportunities for education, ranging from Airport Disclosure Information and Resources on Environmental Hazards to Title Insurance and Water Availability.

http://azre.gov/consumers/topics-research-purchasing-real-estate
(ADRE-Topics to Research Before Purchasing Real Estate)

Section 4

OTHER METHODS OF GETTING INFORMATION ABOUT A PROPERTY

Drive Around the Neighborhood

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

Talk to the Neighbors

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

Investigate Your Surroundings

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

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

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

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

Market Conditions Advisory
Arizona REALTORS®–(Sample Forms)

Fair Housing and Disability Laws

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

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

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

(Arizona REALTORS® Fair Housing Advisory)

Fair Housing Rights and Obligation

(HUD.gov)

http://www.ada.gov/pubs/ada.htm

(Americans with Disabilities Act)

Wire Fraud

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

https://www.aaronline.com/manage-risk/other-advisories/
(Arizona REALTORS® Wire Fraud Advisory)

Mortgage Closing Scams
(CFPB-How to Protect Yourself)

Additional Information

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

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

Home Closing 101
www.homeclosing101.org

Information about Arizona Government, State Agencies and Arizona REALTORS®

Arizona Department of Real Estate
Consumer Information
http://www.azre.gov

Arizona Association of REALTORS®
www.aaronline.com

BUYER ACKNOWLEDGMENT

Buyer acknowledges receipt of all 13-pages of this Advisory.

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

The information in this Advisory is provided with the understanding that it is not intended as legal or other professional services 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 Advisory

A resource for real estate consumers provided by the

ARIZONA REALTORS®

and the

AZ DEPARTMENT OF REAL ESTATE

EQUAL HOUSING OPPORTUNITY REALTOR®

____
^BUYER SIGNATURE **DATE**

____
^BUYER SIGNATURE **DATE**

REAL ESTATE AGENCY DISCLOSURE AND ELECTION

This document is not an employment agreement

Document updated: **November 2024**

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

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

REALTOR® EQUAL HOUSING OPPORTUNITY

Firm Name ("Broker") Life Real Estate, LLC

acting through ______________________ ______________________
LICENSEE'S NAME LICENSEE'S NAME

hereby makes the following disclosure.

DISCLOSURE

Before a **Seller or Landlord (hereinafter referred to as "Seller") or a Buyer or Tenant (hereinafter referred to as "Buyer")** enters into a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer should understand what type of agency relationship or representation they will have with the broker in the transaction.

I. Buyer's Broker: A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services rendered, either in full or in part, from the Seller or through the Seller's broker:

a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.

b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar properties as Buyer is seeking.

II. Seller's Broker: A broker under a listing agreement with the Seller acts as the broker for the Seller only:

a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.

b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.

III. Broker Representing both Seller and Buyer (Limited Representation Broker): A broker, either acting directly or through one or more licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s), represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:

a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than stated in the listing or that the Buyer will accept a price or terms other than offered.

b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may be made only with written authorization.

Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the performance of the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known facts which materially and adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers, Lessors and Brokers are not obligated to disclose that a property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless there is a confidentiality agreement between the parties.

THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD CAREFULLY READ ALL AGREEMENTS TO ENSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION.

>>

ELECTION

AGENCY ELECTION DOES NOT ESTABLISH BROKER COMPENSATION.

Compensation paid by a Buyer or Seller to their Broker is not set by law, is always fully negotiable and the amount chosen shall be documented in a separate written employment agreement after discussion with their Broker. Should a Seller also choose to offer compensation to a Buyer's Broker, the offered amount is also not set by law, is fully negotiable and agreed upon after discussion with Seller's Broker.

(BUYER OR SELLER INITIALS REQUIRED) ___________ / ___________

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

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

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

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

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

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

^ PRINT NAME	^ PRINT NAME
^ SIGNATURE MO/DA/YR	^ SIGNATURE MO/DA/YR

BUYER-BROKER AGREEMENT TO SHOW PROPERTY

Document:
February 2025

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

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

REALTOR® EQUAL HOUSING OPPORTUNITY

Buyer: ______________________________ ("Buyer")

Broker: Life Real Estate, LLC acting through
FIRM NAME

Agent: ____________________ ____________________ ("Broker").
AGENT'S NAME AGENT'S NAME

Notice to Buyer: All REALTORS® are required to have a signed written agreement prior to showing a home to a buyer. Buyer engages Broker for the purpose of viewing property and providing other real estate services at Buyer's discretion that may include contract negotiation and advocacy services throughout a real estate transaction.

Term: This Agreement shall commence on ____________ and expire at 11:59 p.m. on ____________ ("Expiration Date").

Property: Buyer instructs Broker to locate and show Property meeting the following general description:
☐ Residential ☐ Land ☐ Commercial ☐ Other: ____________________

Agency: The agency relationship between Broker and Buyer determines how Broker will work on Buyer's behalf and will be documented in the Real Estate Agency Disclosure and Election form.

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

Broker Compensation: If Broker represents Buyer in the purchase of a property, as indicated on the purchase contract that was signed prior to the Expiration Date, Buyer agrees to compensate Broker as follows ("Broker Compensation"):

(CHECK ONLY ONE AND FILL IN THE COMPENSATION WHICH MUST BE A FIXED AMOUNT OR RATE):
☐ __________% of the full purchase price or exchange value; or
☐ $__________; or
☐ other: ______________________________

Broker Compensation shall be due and paid at the time of, and as a condition of, close of escrow. Buyer authorizes Broker to accept compensation from seller or seller's broker, which shall be credited against Broker Compensation. Broker will not receive any amount greater than Broker Compensation from any source for services provided in this Agreement.

Buyer Showing Instructions: Broker shall show property listings that fit Buyer's criteria regardless of compensation offered to Broker by seller or seller's broker unless instructed otherwise by Buyer in writing. If necessary, Buyer instructs Broker to negotiate Broker Compensation to be paid by seller or seller's broker. These negotiations shall not jeopardize, delay, or interfere with the initiation, processing, or finalizing of a transaction.

Equal Housing Opportunity: Broker's policy is to abide by all local, state, and federal laws prohibiting discrimination against any individual or group of individuals. For more information, see Fair Housing Advisory.

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

^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

^ BUYER'S NAME PRINTED ^ BUYER'S NAME PRINTED

TELEPHONE EMAIL ADDRESS

Life Real Estate, LLC
FIRM NAME

^ AGENT'S SIGNATURE MO/DA/YR ^ AGENT'S SIGNATURE MO/DA/YR

For Broker Use Only:
Brokerage File/Log No. ________ Manager's Initials ______ Broker's Initials ______ Date ________
MO/DA/YR

WHAT IS A

BUYER REPRESENTATION AGREEMENT?

WHY AM I *being asked to sign one?*

Buying a home is often the largest purchase of your life. But don't worry - your REALTOR® is here to help you navigate the home buying process and is **ethically obligated to work in your best interest, abiding by the REALTOR® Code of Ethics.**

Equally important is that you know what your REALTOR® is going to do for you and the cost associated with their services.

For that reason, as of August 17, 2024, all REALTORS® nationwide will require their buyers to enter into a written representation agreement prior to touring a home.

OUR PROMISE *to you*

WHEN USING A REALTOR® REPRESENTATION FORM, YOU ARE GUARANTEED THAT THE AGREEMENT WILL INCLUDE:

- An identifiable and specific amount or rate of compensation your REALTOR® will receive for their services; and
- A term that prohibits your REALTOR® from receiving compensation for brokerage services that exceeds the rate or amount agreed to.

Remember, **broker compensation is not set by law and is fully negotiable** between you and your REALTOR®. Carefully read the document, make sure you understand and agree to all the terms, and ask your REALTOR® or legal advisor any questions you might have. As REALTORS®, we want to ensure the terms of your representation are clear and transparent.

ARIZONA REALTORS®

BUYER-BROKER EXCLUSIVE EMPLOYMENT AGREEMENT

Document updated:
July 2026

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

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

REALTOR® EQUAL HOUSING OPPORTUNITY

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

Buyer: ______________________________ ("Buyer")

Broker: Life Real Estate, LLC acting through
FIRM NAME

Agent: ____________________ ____________________ ("Broker").
AGENT'S NAME AGENT'S NAME

Agreement: This Buyer-Broker Exclusive Employment Agreement ("Agreement") is between Buyer and Broker. In consideration of Broker's agreement to assist Buyer to locate, negotiate and facilitate the purchase of a property, Buyer gives Broker the exclusive and irrevocable right to represent Buyer in the purchase of a property during the term.

<u>Buyer acknowledges that signing more than one Buyer-Broker Exclusive Employment Agreement or similar agreement(s) could make Buyer liable to compensate multiple brokers.</u>

Term: This Agreement shall commence on ____________________ and expire at 11:59 p.m. Mountain Standard Time, on ____________________ ("Expiration Date").

Employment: Broker agrees to:

a. locate Property meeting the following general description:
☐ Residential ☐ Land ☐ Commercial ☐ Other: ____________________ ("Property") within the following geographical area(s): ______________________________;

b. negotiate at Buyer's direction to obtain acceptable terms and conditions for the purchase, exchange, or option of the Property;

c. assist Buyer during the transaction within the scope of Broker's expertise and licensing.

Agency Relationship: The agency relationship between Buyer and Broker shall be:
☐ as set forth in the Real Estate Agency Disclosure and Election form.
☐ Other: ______________________________

Property Viewings: Buyer agrees to work exclusively with Broker and be accompanied by Broker on Buyer's first visit to any Property. **If Broker does not accompany Buyer on the first visit to any Property, including a model home, new home/lot or "open house" held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, seller or seller's broker may refuse to compensate Broker, which will eliminate any credit against the agreed upon Broker Compensation below.**

Buyer agrees to review the Arizona Department of Real Estate <u>Buyer Advisory</u> to assist in Buyer's inspections and investigations.

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

(BUYER'S INITIALS) ____________________ / ____________________

Retainer Fee: (Check if applicable) ☐ Buyer agrees to pay Broker a non-refundable retainer fee in the amount of $ __________ , within five (5) days or __________ days of execution of this Agreement, which is earned when paid, for initial consultation, research and other services. This fee ☐ shall ☐ shall not be credited against the Broker Compensation below.

Broker Compensation: If Buyer, any entity owned or controlled by Buyer, or any assignee of Buyer's purchase contract, closes escrow on a transaction for the purchase, exchange, or option of a Property, Buyer agrees to compensate Broker as follows ("Broker Compensation"):

(CHECK ONLY ONE AND FILL IN THE COMPENSATION WHICH MUST BE A FIXED AMOUNT OR RATE):
☐ __________ % of the full purchase price or exchange value; or
☐ $__________; or
☐ other: ______________________________

>>

The Broker Compensation shall be in U.S. currency and paid at the time of and as a condition of closing for purchase or exchange or as otherwise agreed upon in writing.

a. **Compensation from seller or seller's broker:** A seller or seller's broker may offer compensation to Broker. Buyer authorizes Broker to accept compensation from seller or seller's broker, which shall be credited against Broker Compensation.

If seller or seller's broker's offer of compensation is greater than the Broker Compensation, Broker shall be paid the Broker Compensation and the balance shall be credited to Buyer (to the extent allowed by Buyer's lender). Broker will not receive any amount greater than Broker Compensation from any source for services provided in this Agreement.

If seller or seller's broker's offer of compensation is less than the Broker Compensation, Buyer may request seller to pay the Broker Compensation as part of an offer to purchase the Property. Any Broker Compensation not paid by seller or seller's broker shall be paid by Buyer.

> **Notice:** Unless modified by VA regulations, VA financed transactions shall be conditioned upon the Broker Compensation being paid by the seller or seller's broker.

b. **Failure to Complete:** Once an acceptable Property is located, Buyer agrees to act in good faith to acquire the Property and conduct any inspections/investigations of the Property that Buyer deems material and/or important. If completion of any transaction is prevented by Buyer's breach or with the consent of Buyer other than as provided in the purchase contract, the Broker Compensation shall be due and payable by Buyer.

c. **Compensation After Expiration Date:** After the Expiration Date of this Agreement, Buyer agrees to pay Broker Compensation if: (i) within __________ calendar days after the Expiration Date, Buyer enters into an agreement to purchase, exchange, or option any Property shown or negotiated by Broker on behalf of Buyer during the Term of this Agreement; or (ii) Buyer closes escrow on a Property pursuant to a purchase contract that was executed during the Term of this Agreement; or (iii) Buyer closes escrow on a Property for which escrow was opened during the Term of this Agreement.

Listings: Broker shall show property listings that fit Buyer's criteria regardless of the compensation offered to Broker by seller or seller's broker unless instructed otherwise by Buyer in writing. If necessary, Buyer instructs Broker to negotiate Broker Compensation be paid by seller or seller's broker. These negotiations shall not jeopardize, delay, or interfere with the initiation, processing or finalizing of a transaction.

> **Notice:** If Buyer decides they do not wish to view property listings unless the seller or seller's broker has offered adequate compensation to Broker, <u>the Buyer must make that instruction to Broker in writing.</u>

Equal Housing Opportunity: Broker's policy is to abide by all local, state, and federal laws prohibiting discrimination against any individual or group of individuals. Broker may not disclose the racial, ethnic, or religious composition of any neighborhood, community, or building, nor whether persons with disabilities are housed in any home or facility, except that Broker may identify housing facilities meeting the needs of a disabled buyer. For more information, consult Fair Housing Advisory.

Other Potential Buyers: Buyer consents and acknowledges that other potential buyers represented by Broker may consider, make offers on, or acquire an interest in the same or similar properties as Buyer is seeking.

Release of Broker: Buyer recognizes, acknowledges, and agrees that Broker is not qualified, nor licensed to offer advice on financial, legal or tax matters regarding real estate transactions ("Related Services"). Broker, if requested, may provide Buyer the names of third-party professionals who claim to perform Related Services. Buyer is instructed to independently investigate all potential third-party professionals and use their sole discretion in selecting which third-party professionals to hire, if any. **Buyer expressly releases, holds harmless, and indemnifies Broker from any and all liability and responsibility regarding Buyer's selection and use of third-party professionals to perform Related Services or Buyer's election not to use the services of such third-party professionals.**

(BUYER'S INITIALS) ________________________ / ________________________

Additional Terms and Conditions:

____

____

____

Alternative Dispute Resolution ("ADR"): Buyer and Broker (the "Parties") agree to mediate any dispute or claim arising out of or relating to this Agreement in accordance with the mediation procedures of the applicable state or local REALTOR® association

>>

or as otherwise agreed. All mediation costs shall be paid equally by the Parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the Parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the Parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be final and non-appealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either Party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either Party shall have the right to resort to court action.

The Parties agree that any and all disputes or claims will be brought in the Parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, or other consolidated proceeding. The Parties hereby waive their right to commence, become a party to or remain a participant in any group, representative, class collective or hybrid class/collective action in any proceeding and the arbitrator shall not preside over any form of a group, representative or class collective proceeding.

(BUYER'S INITIALS) ________________________ / ________________________

Attorney Fees and Costs: In any non-REALTOR® association proceeding to enforce the compensation due to Broker pursuant to this Agreement, the prevailing party shall be awarded their reasonable attorney fees and arbitration costs.

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

Copies and Counterparts: This Agreement may be executed by facsimile or other electronic means and in any number of counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement.

Entire Agreement: This Agreement, and any addenda and attachments, shall constitute the entire agreement between Buyer and Broker, and shall supersede any other written or oral agreements between Buyer and Broker and can be modified only by a writing signed by Buyer and Broker. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provisions of this Agreement.

Capacity: Buyer warrants that Buyer has the legal capacity, full power and authority to enter into this Agreement and consummate the transaction contemplated hereby on Buyer's own behalf or on behalf of the party Buyer represents, as appropriate.

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

^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

^ BUYER'S NAME PRINTED ^ BUYER'S NAME PRINTED

ADDRESS CITY STATE ZIP CODE

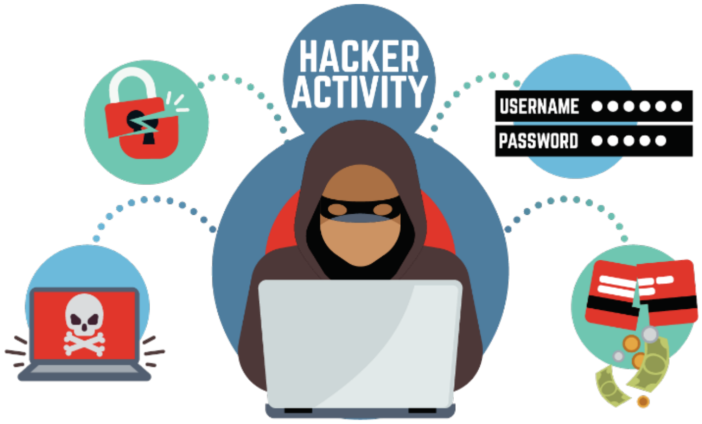
TELEPHONE EMAIL ADDRESS

Life Real Estate, LLC
FIRM NAME

2718 S. Los Altos Mesa AZ 85202
ADDRESS CITY STATE ZIP CODE

^ AGENT'S SIGNATURE MO/DA/YR ^ AGENT'S SIGNATURE MO/DA/YR

For Broker Use Only:
Brokerage File/Log No.______________ Manager's Initials ________ Broker's Initials ________ Date ____________
MO/DA/YR



WIRE FRAUD ADVISORY

Criminals are targeting social media and email to steal information. This is particularly common in real estate transactions because sensitive data, including social security numbers, bank account numbers, and wire instructions are often sent by electronic means. We do not want you to be the next victim of wire fraud. Money wired to a fraudulent account is stolen money that typically cannot be recovered. Additionally, there is generally no insurance for this loss. You may never get the money back.

PROTECT YOURSELF

DO NOT TRUST ANY EMAIL(S) CONTAINING WIRE INSTRUCTIONS

- If you receive an email containing wire transfer instructions, immediately call your escrow officer to ensure the validity of the instructions.

DO NOT TRUST EMAILS SEEKING PERSONAL/FINANCIAL INFORMATION

- If you receive an email requesting personal/financial information or asking you to download, click on a link, send, and/or do anything that may seem unusual to you, call your escrow officer immediately prior to acting on the suspicious email to verify the validity of the email.

TRUST YOUR SOURCE OF INFORMATION

- Never direct, accept or allow anyone in the transaction to consent to receiving transfer instructions without a direct personal telephone call to the individual allegedly providing the instructions.
- It is imperative that this call be made to a number obtained in person from the individual or through other reliable means, not from a number provided in the email or the wiring instructions.

ONLINE RESOURCES:
There are many online sources that can provide useful information regarding similar topics including, but not limited to, the following sites:

The Federal Bureau of Investigation @ www.fbi.gov/scams-and-safety
The Internet Crime Complaint Center @ www.ic3.gov
On Guard Online @ www.onguardonline.gov
Consumer Financial Protection Bureau (CFPB) @ www.consumerfinance.gov/about-us/blog/mortgage-closing-scams-how-protect-yourself-and-your-closing-funds/

VERIFY AND NOTIFY

Before you wire funds to any party (including your lawyer, title agent, mortgage broker, or real estate agent) personally meet them or call a verified telephone number (not the telephone number in the email) to confirm before you act!

Immediately notify your banking institution and Settlement/Title Company if you are a victim of wire fraud.

The undersigned acknowledges receipt of this Wire Fraud Advisory.

Name ______________________ Name ______________________

Signature ______________ Date ______ Signature ______________ Date ______

SELLER COMPENSATION ADDENDUM

Document Updated: **February 2025**

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

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

REALTOR® EQUAL HOUSING OPPORTUNITY

This is an addendum originated by the: ☐ Seller ☑ Buyer ☐ Landlord ☐ Tenant

Date: ______________________________

Buyer/Tenant: ______________________________ ("Buyer")

Seller/Landlord: ______________________________ ("Seller")

Premises: ______________ *Buyer Docs* ______________

The following additional terms and conditions are hereby included as part of the Contract or Lease Agreement between Seller and Buyer for the above referenced Premises:

Seller shall pay Broker representing Buyer compensation, which may be credited to Buyer in whole or in part, as follows:

(CHECK ANY THAT APPLY AND FILL IN THE COMPENSATION)

☐ Sale: _______% of the Full Purchase Price or $__________ at Close of Escrow.

☐ Lease: _______% of the gross rental amount as calculated for the entire term of the initial lease or $__________ at execution of Lease Agreement.

The amount paid pursuant to line 10 herein is **in addition** to any Seller Concessions credited to Buyer in the Contract, if applicable.

This Addendum provides the undersigned's written consent for Buyer Broker to receive compensation from more than one (1) party to the transaction.

Seller and Buyer explicitly intend Brokers to be direct third-party beneficiaries of the Contract and/or Lease Agreement pursuant to this Addendum and either Section 8f or Section 9g of the Contract. The provisions of this Addendum shall survive Close of Escrow.

Additional Terms and Conditions:

____

____

____

____

____

The undersigned agrees to the terms and conditions set forth above and acknowledges receipt of a copy hereof.

______________________________ MO/DA/YR
☐ Seller ☑ Buyer
☐ Landlord ☐ Tenant

______________________________ MO/DA/YR
☑ Seller ☐ Buyer
☐ Landlord ☐ Tenant

______________________________ MO/DA/YR
☐ Seller ☑ Buyer
☐ Landlord ☐ Tenant

______________________________ MO/DA/YR
☑ Seller ☐ Buyer
☐ Landlord ☐ Tenant

For Broker Use Only:
Brokerage File/Log No.__________ Manager's Initials________ Broker's Initials________ Date__________ MO/DA/YR

ON-SITE WASTEWATER TREATMENT FACILITY ADDENDUM

Document updated:
June 2018

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS

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

REALTOR® EQUAL HOUSING OPPORTUNITY

Buyer: ______________________ / ______________________

Seller: ______________________ / ______________________

Property/Premises Address: Buyer Docs

Assessor's #: ______________________

Date: ______________________

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

One or more On-Site Wastewater Treatment Facility (conventional septic or alternative system) (the "Facility") has been installed on the Property/Premises. The Arizona Department of Environmental Quality ("ADEQ") rules require a pre-transfer inspection by Seller.

Facility Inspection: Seller shall have the Facility inspected at Seller's expense within six (6) months prior to Close of Escrow, but no later than twenty (20) days or ________ days after Contract acceptance. The Facility inspection shall be completed by an inspector recognized by the applicable governmental authority as qualified to inspect the type of Facility installed on the Property/Premises.

Conventional Septic System Pumping: If the Facility is a conventional septic system or alternative system that uses a septic tank, prior to Close of Escrow it shall be pumped at Seller's expense to remove, to the maximum extent possible, solid, floating, and liquid waste accumulations, unless: (i) a Discharge Authorization for the Facility was issued and the Facility was put into service within twelve (12) months before the transfer of ownership inspection; (ii) pumping or servicing is not necessary based on the manufacturer's written operation and maintenance instructions; or (iii) no accumulation of floating or settled waste was present in the septic tank or wastewater container.

Document Delivery: Within twenty (20) days or ________ days after Contract acceptance, Seller shall provide Buyer with: (i) the Report of Inspection form completed by a qualified inspector; and (ii) any other documents in Seller's possession that relate to the permitting or operation and maintenance of the Facility (collectively the "Facility Documents").

Repair Costs: If the Facility is "Not Functional" per the Report of Inspection and/or cannot be certified by the applicable government authority, Seller shall pay to repair the Facility provided that such repairs do not exceed one percent (1%) of the purchase price or $ ____________________. If repair costs exceed the amount that Seller agrees to pay: (i) Buyer may immediately cancel this Contract; or (ii) Seller may cancel this Contract unless Buyer agrees in writing to pay such costs in excess of the amount that Seller is obligated to pay.

If the Facility is "Functional with concerns" per the Report of Inspection, Buyer and Seller acknowledge and understand they may, but are not obligated to, engage in negotiations for repairs/improvements to the Facility.

Buyer Disapproval: By delivering to Seller a signed notice, Buyer may cancel this Contract within the Inspection Period or five (5) days after receipt of the Facility Documents, whichever is later, and be entitled to a return of the Earnest Money. Prior to expiration of the specified time frame, Buyer and Seller may, but are not obligated to, engage in negotiations for repairs/improvements to the Facility. Buyer's failure to deliver a signed notice of cancellation within the specified time period shall conclusively be deemed Buyer's election to proceed with the transaction without repairs/improvements to the Facility.

Notice of Transfer: Buyer shall deliver to Escrow Company a completed ADEQ Notice of Transfer of Ownership of an On-Site Wastewater Treatment Facility form (the "Notice of Transfer") prior to Close of Escrow. Escrow Company is instructed to file the Notice of Transfer and the filing fee(s) with the applicable governmental authority **at Close of Escrow**.

Notice of Transfer Filing Fee: The Notice of Transfer Filing Fee and any other Facility transfer of ownership fees shall be paid by:
☐ Buyer ☐ Seller ☐ Split evenly between Buyer and Seller

Additional Terms: ______________________

____

____

____
^ BUYER'S SIGNATURE MO/DA/YR

____
^ BUYER'S SIGNATURE MO/DA/YR

____
^ SELLER'S SIGNATURE MO/DA/YR

____
^ SELLER'S SIGNATURE MO/DA/YR

For Broker Use Only:
Brokerage File/Log No. ____________ Manager's Initials ________ Broker's Initials ________ Date ____________
MO/DA/YR

BUYER CONTINGENCY ADDENDUM

Document updated: **July 2023**

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

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

REALTOR® EQUAL HOUSING OPPORTUNITY

Seller: ______________________________

Buyer: ______________________________

Premises Address: Buyer Docs

Date: ______________________________

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

INSTRUCTIONS:
If Buyer has accepted an offer to purchase Buyer's Property, mark the box on line 10 and complete only Sections 1 and 3.
If Buyer has not accepted an offer to purchase Buyer's Property, mark the box on line 18 and complete only Sections 2 and 3.

Section 1. ☐ CONTINGENT UPON CLOSING OF BUYER'S PROPERTY

Buyer has accepted an offer to purchase Buyer's real property ("Accepted Offer") located at: ______________________________

______________________________ ("Buyer's Property")

The Accepted Offer documents described in Section 3 ***are*** attached hereto.

BUYER'S CONTINGENCY: If the pending sale of Buyer's Property does not close escrow by __________ (MO/DA/YR), Buyer has three (3) days to waive this contingency by written notice to Seller in the manner required by the Contingency Waiver Provision, or this Contract shall be deemed cancelled and the Earnest Money shall be released to Buyer.

If lines 10 -16 apply: **BUYER'S AND SELLER'S INITIALS REQUIRED** ______ / ______ / ______ / ______
BUYER BUYER SELLER SELLER

Section 2. ☐ CONTINGENT UPON ACCEPTED OFFER FOR BUYER'S PROPERTY

This Contract is contingent upon Buyer accepting an offer to purchase Buyer's real property ("Accepted Offer") located at:

____

("Buyer's Property") no later than __________ (MO/DA/YR). If Buyer does not accept an offer on Buyer's Property by the date set forth on line 21, Buyer has three (3) days to waive this Buyer Contingency by written notice in the manner required by the Contingency Waiver Provision and Contract Time Periods shall commence, or this Contract shall be deemed cancelled and the Earnest Money shall be released to Buyer.

ACCEPTED OFFER FOR BUYER'S PROPERTY: If Buyer accepts an offer on Buyer's Property by the date set forth on line 21, Buyer shall deliver the Accepted Offer documents described in Section 3 to Seller for Seller's review within three (3) days or ______ days of execution of the Accepted Offer.

Seller may, within three (3) days of receipt of the Accepted Offer documents, cancel this Contract and the Earnest Money shall be released to Buyer.

If Buyer accepts an offer on Buyer's Property, and fails to deliver the Accepted Offer documents to Seller within the time frame set forth on line 26-27, Seller may issue a cure notice to Buyer as required by Section 7a of this Contract and, in the event of Buyer's breach, Seller shall be entitled to the Earnest Money pursuant to Section 7b of this Contract.

BUYER'S CONTINGENCY: If Seller does not cancel this Contract within three (3) days of receipt of the Accepted Offer documents, this Contract shall become contingent upon the closing of the pending sale of Buyer's Property by ______________ (MO/DA/YR).

>>

Michelle Shelton, PLLC, Life Real Estate, LLC

If the pending sale of Buyer's Property does not close escrow by this date, Buyer has three (3) days to waive this contingency by written notice in the manner required by the Contingency Waiver Provision, or this Contract shall be deemed cancelled and the Earnest Money shall be released to Buyer.

SELLER'S ACCEPTANCE OF BACK-UP CONTRACT: If Seller accepts a subsequent offer (Back-Up Contract) to purchase the Premises before Buyer has delivered to Seller the Accepted Offer documents, Seller may deliver written notice to Buyer informing Buyer of the Back-Up Contract. Upon receipt of Seller's notice, Buyer shall have three (3) days or _____ days to waive this Buyer Contingency by written notice in the manner required by the Contingency Waiver Provision and Contract Time Periods shall commence, or this Contract shall be deemed cancelled and the Earnest Money shall be released to Buyer.

If lines 18 - 42 apply: **BUYERS AND SELLER'S INITIALS REQUIRED** __________/ __________/ __________/ __________
BUYER BUYER SELLER SELLER

Section 3. ADDITIONAL TERMS AND CONDITIONS

The following terms apply to either Section agreed to above.

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

a. ______________________________ b. ______________________________

c. ______________________________ d. ______________________________

e. ______________________________ f. ______________________________

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

1. Immediately cancel this Contract and all Earnest Money shall be released to Buyer; **or**
2. Proceed with this Contract by waiving this Buyer Contingency pursuant to the Contingency Waiver Provision.

CONTINGENCY WAIVER PROVISION: If at any time Buyer elects to waive Buyer's Contingency and proceed with this Contract, Buyer must provide: (i) written documentation from Buyer's lender that Buyer can close escrow by the COE Date without the sale and closing of Buyer's Property; or (ii) if this is an all cash sale, evidence of Buyer's financial ability to close escrow by the COE Date without the sale and closing of Buyer's Property. If Buyer elects to waive the Buyer's Contingency and proceed with this Contract, Seller and Buyer agree that all other contingencies in the Contract shall remain.

CONTRACT TIME PERIODS: The date of Contract acceptance for purposes of all applicable Contract time periods, excluding opening of escrow and deposit of Earnest Money, shall be deemed to be:

☐ The date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker as indicated in Section 8i of this Contract.

☐ (i) Three (3) days after Seller's receipt of Buyer's Accepted Offer documents, provided that Seller does not cancel this Contract prior to expiration of the three (3) day period pursuant to Section 2 lines 28-29; **OR** (ii) the date that Buyer waives this Buyer Contingency pursuant to Section 2 lines 22-23 or 40-41.

FAILURE TO DELIVER NOTICE: If Buyer fails to timely deliver any Notice required by this Addendum, Seller may issue a cure notice to Buyer as required by Section 7a of this Contract and, in the event of Buyer's breach, Seller shall be entitled to the Earnest Money pursuant to Section 7b of this Contract.

STATUS UPDATE: Upon written request, Buyer shall provide Seller with a written update regarding the status of the Accepted Offer for the sale of Buyer's Property.

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

______________________________ ______________________________
^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

______________________________ ______________________________
^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

For Broker Use Only:
Brokerage File/Log No. ______________ Manager's Initials ________ Broker's Initials ________ Date ____________
MO/DA/YR

Water & County Island Disclosure

County Island

A county island is land NOT purchased by the city through annexation. The city has grown around it, creating an island that is governed by the County.

Sometimes, homes are not on an "island" but in an unincorporated area of the county. This disclosure applies to these types of property as well.

County properties may have a city address (such as Gilbert, Scottsdale, Chandler, etc), but are indeed governed by the County and NOT the city. Items that will be affected are:

- ☐ **Wildcat Construction**—Arizona law allows land to be split into five or fewer lots. This loophole is known locally as "wildcat lots" rather than legally defined subdivisions. Developers can sell these lots without having to provide the usually required assets, like a public report, the 100-year water supply, sewer lines, and paved roads.
- ☐ **Water**—Subdivision builders are required to provide a 100-year supply of water, while some homes in County Island are built on wildcat lots. These homes often have a shared well or hauled water.
- ☐ **Hauled Water**—Areas like Rio Verde have over 500 homes on a water delivery service. This may be typical for the area, and these homes can be financed through traditional mortgage companies. They have water delivered to their homes by a delivery company such as Dynamite Water or Rio Verde Water, etc.
- ☐ **Shared Wells -** Buyer is advised to do their inspections on the shared well regarding water yield, water testing, well management, ownership, and adjudication (as outlined on the well disclosures) during their due diligence period. The buyers are advised to do their due diligence regarding the assurance of water.

In January of 2023 the Rio Verde Foothills are no longer supplied by the City of Scottsdale. For more information on this, you can use the resources below.

- City of Scottsdale: 480-312-3111

- Dynamite Water, Damon Bruns 602-620-9667 dynamite water.com

- Maricopa County Supervisor Tom Galvin 6025063415
  thomas.galvin@maricopa.gov
- Rio Verde Water John Hornewer 602-228-5547 rioverdewater.com •
Water Express 480-442-4348 waterexpresssite.com

☐ **911 Services** - If you call 911, it will not be city police. It will the be the County Sheriff who responds. Additionally, Emergency and Fire Services may require a subscription through **Rural Metro - Check your address online at** https://www.ruralmetrofire.com/

☐ **Ground Wired Internet** – (e.g., Cox Internet) may not be available. If it is close, you can often pay to have it brought to your home. Many areas in Gilbert have Cox Internet all around the County island, and be aware that when you call, they may tell you it is available. The best way to find out is to talk to the neighbors.

☐ **Privatized Trash Service** - You may have to hire a private trash company such as Waste Management

☐ **Septic** - These homes will not be on a city sewer and will have private septic tanks (although this alone does not indicate a county island).

☐ **Road Maintenance** - Roads may not be maintained and may require a shared road agreement.

☐ **Affidavit of Disclosure** - Many homes in the Rio Verde Foothills have a legal description that is metes and bounds, meaning they are not located in a subdivision. This disclosure will be recorded with the deed and notarized with original signatures.

____

Buyer Date

____

Buyer Date

DOMESTIC WATER WELL/WATER USE ADDENDUM

SELLER'S PROPERTY DISCLOSURE STATEMENT ("SPDS")

(TO BE COMPLETED BY SELLER IF PROPERTY IS SERVED BY A WATER WELL)

Document updated: **November 2013**

© ARIZONA association of REALTORS® **REAL** SOLUTIONS. REALTOR® **SUCCESS.**

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

REALTOR® EQUAL HOUSING OPPORTUNITY

1. This is an Addendum to the SPDS dated: ____________________
2. Seller: ____________________ / ____________________
3. Premises Address: ____________________

YES	NO	
☐	☐	Is the well currently registered in Seller's name? If no, explain: ____________________
		Well Registration number: 55- ____________________
		The well is: ☐ Solely owned or ☐ Seller owns a _____ % interest in the well and the well is shared by _____ households
☐	☐	If a shared well, is a well agreement in effect?
☐	☐	If yes, is the well agreement recorded? If no, does a written agreement exist? ☐ Yes ☐ No
		Explain: ____________________
		Well is located: ☐ On the Property or ☐ Off If off site, describe location: ____________________
☐	☐	Does the well equipment include one or more water storage tanks?
		If yes, Number of tanks ________ ; Gallons of capacity ________ Tanks are: ☐ above ground ☐ underground
☐	☐	Is the Property within an Active Management Area (AMA)? If yes, AMA name is: ____________________
☐	☐	Are you aware of any tests, past or present, that indicate the well water may contain excessive levels of coliform, e-coli, nitrates, arsenic or other elements considered a health hazard?
		Explain: ____________________
☐	☐	Are you aware of the results of last documented well flow test for yield/recovery?
		If yes, Date: ____________ Gallons per minute: ____________ Who performed last test? ____________
☐	☐	Are you aware of any occasion when the well failed to produce adequate water for domestic use?
		Explain: ____________________
☐	☐	Are you aware of any existing problems with water pressure, well pump, pressure tank or other well equipment?
		Explain: ____________________
☐	☐	Are there water uses on the Property other than from a domestic well, such as irrigation, stockponds, springs, streams, lakes, ponds, reservoirs, canyons, and ravines? Explain: ____________________
		____________________
☐	☐	To your knowledge has a Statement of Claimant been filed?
		If yes, Statement of Claimant number is: 39- ____________ . (Attach a copy of Statement of Claimant if available)

NOTICE TO BUYER: You are advised to investigate current water use laws that may affect the Property if you intend to use water from a well, springs, streams, lakes, ponds, reservoirs, canyons or ravines. You are encouraged to consult independent legal counsel regarding any water use/water rights issues.

GENERAL STREAM ADJUDICATIONS: General Stream Adjudications are court proceedings to determine the extent and priority of water rights in an entire river system. Arizona is undertaking a general stream adjudication of both the Gila River and the Little Colorado River systems. A river system means all water appropriable by law and all water subject to claims based upon federal law. ALL AFFECTED PROPERTY TRANSFERS SHOULD INCLUDE ASSIGNMENT OF STATEMENT OF CLAIMANT FORMS FROM SELLERS TO BUYERS. **For details regarding water uses and the watersheds affected by these adjudications or to obtain necessary forms, contact the Arizona Department of Water Resources at 1-800-352-8488, 1-866-246-1414 or log on to the website www.azwater.gov (fees may apply).**

Seller certifies that the information contained herein is true and complete to the best of Seller's knowledge as of the date signed.

____________________ ____________________
^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

By signing below, Buyer is only acknowledging receipt of a copy of this Addendum.

____________________ ____________________
^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

RESIDENTIAL SELLER DISCLOSURE ADVISORY

Document updated:
February 2023

ARIZONA association of REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

WHEN IN DOUBT – DISCLOSE!

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

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

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

If you do not make the legally required disclosures, you may be subject to civil liability. Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

Note: These disclosures are warranties that survive closing.

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

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

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

Document updated: **February 2023**

ARIZONA association of REALTORS® — REAL SOLUTIONS. REALTOR® SUCCESS.

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

MESSAGE TO THE SELLER:

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

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

MESSAGE TO THE BUYER:

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

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

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

PROPERTY AND OWNERSHIP

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

LEGAL OWNER(S) OF PROPERTY: ____

____ Date Acquired: ____________

PROPERTY ADDRESS: ____

(STREET ADDRESS) (CITY) (STATE) (ZIP)

Does the Property include any leased land? ☐ Yes ☐ No

Explain: ____

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

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

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

☐ Other: ____________ Explain: ____

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

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

____

Are you aware of any regulations surrounding length of time for rentals? ☐ Yes ☐ No Explain: ______________________

____

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

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

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

Explain: ____

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

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

>>

Initials> ______ BUYER ______ BUYER

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

YES NO

☐ ☐ Have you entered into any agreement to transfer your interest in the Property in any way, including rental renewals or options to purchase? Explain: ____________________

☐ ☐ Are you aware if there are any association(s) regulating the Property? If yes, ☐ Mandatory ☐ Voluntary **(If no, skip to line 40.)**

If yes, provide contact(s) information: Name: ____________ Phone #: ____________

Name: ____________ Phone #: ____________

☐ ☐ If yes, are there any fees? How much? $____________ How often? ____________

How much? $____________ How often? ____________

☐ ☐ Are you aware if the Property has any association(s) notices of potential violation(s) or unresolved violation(s)?

Explain: ____________________

☐ ☐ Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?

Explain: ____________________

☐ ☐ Are you aware of any of the following recorded against the Property? (Check all that apply):

☐ Judgment liens ☐ Tax liens ☐ Notice of Default ☐ Other non-consensual liens

Explain: ____________________

☐ ☐ Are you aware of any assessments affecting the Property? (Check all that apply):

☐ Paving ☐ Sewer ☐ Water ☐ Electric ☐ Other

Explain: ____________________

☐ ☐ Are you aware of any of the following title issues affecting the Property? (Check all that apply):

☐ Recorded easements ☐ Use restrictions ☐ Lot line disputes ☐ Encroachments ☐ Variance(s)

☐ Unrecorded easements ☐ Use permits ☐ Other ____________________

Explain: ____________________

☐ ☐ Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)? **(If no, skip to line 54.)**

If yes, provide the name of the CFD: ____________________

☐ ☐ If yes, are there any fees? How much? $____________ How often? ____________

The CFD fees are ☐ Included in the Property Taxes ☐ Paid Separately

☐ ☐ Are you aware of any public or private use paths or roadways on or across the Property? Explain: ____________________

____

☐ ☐ Are you aware of any problems with legal or physical access to the Property? Explain: ____________________

____

The road/street access to the Property is maintained by the ☐ County ☐ City ☐ Homeowners' Association

☐ Privately ☐ Not Maintained

☐ ☐ If privately maintained, is there a road maintenance agreement? (Attach agreement if available.)

Explain: ____________________

☐ ☐ Are you aware of any notices of potential violation(s) or unresolved violation(s) of any of the following? (Check all that apply):

☐ Zoning ☐ Building Codes ☐ Utility Service ☐ Sanitary health regulations ☐ Municipal Ordinances

☐ Covenants, Conditions, Restrictions (CC&R's) ☐ Other ____________ (Attach a copy of notice(s) if available.)

Explain: ____________________

Initials> BUYER BUYER

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

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

Explain: ______________________________

BUILDING AND SAFETY INFORMATION

YES NO

ROOF / STRUCTURAL:

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

Approximate age of roof? ______________________________

☐ ☐ Are you aware of any past or present roof leaks? Explain: ______________________________

____

☐ ☐ Are you aware of any other past or present roof problems? Explain: ______________________________

____

☐ ☐ Are you aware of any roof repairs? Explain: ______________________________

____

☐ ☐ Is there a roof warranty? (Attach a copy of warranty if available.)

☐ ☐ If yes, is the roof warranty transferable? Cost to transfer: ______________________________

☐ ☐ Are you aware of any interior wall/ceiling/door/window/floor problems? Explain: ______________________________

____

☐ ☐ Are you aware of any past or present cracks or settling involving the foundation, exterior walls or slab? Explain: ________

____

☐ ☐ Are you aware of any chimney or fireplace problems, if applicable? Explain: ______________________________

____

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

☐ Flood ☐ Fire ☐ Wind ☐ Expansive soil(s) ☐ Water ☐ Hail ☐ Other ______________________________

Explain: ______________________________

WOOD INFESTATION:

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

Are you aware of any of the following:

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

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

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

Explain: ______________________________

____

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

If yes, date last treatment was performed: ______________________________

Name of treatment provider(s): ______________________________

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

☐ ☐ If yes, is the treatment warranty transferable? Cost to transfer: ____________________.

Initials> | BUYER | BUYER |

YES NO

HEATING & COOLING:

Heating: Type(s) ______

Approximate Age(s) ______

Cooling: Type(s) ______

Approximate Age(s) ______

☐ ☐ Are you aware of any past or present problems with the heating or cooling system(s)?

Explain: ______

PLUMBING:

☐ ☐ Are you aware of the type of water pipes, such as galvanized, copper, PVC, CPVC, PEX or polybutylene?

If yes, identify: ______

☐ ☐ Are you aware of any past or present plumbing problems? Explain: ______

______

☐ ☐ Are you aware of any water pressure problems? Explain: ______

Type of water heater(s): ☐ Gas ☐ Electric ☐ Solar ☐ Tankless Approx. Age(s): ______

☐ ☐ Are you aware of any past or present water heater problems? Explain: ______

______

☐ ☐ Is there a landscape watering system? If yes, type: ☐ Automatic Timer ☐ Manual ☐ Both

☐ ☐ If yes, are you aware of any past or present problems with the landscape watering system?

Explain: ______

☐ ☐ Are there any water treatment systems? (Check all that apply):

☐ Water Filtration ☐ Reverse Osmosis ☐ Water Softener ☐ Other ______

Is water treatment system(s) ☐ Owned ☐ Leased (Attach a copy of lease if available.)

☐ ☐ Are you aware of any past or present problems with the water treatment system(s)?

Explain: ______

SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:

☐ ☐ Does the Property contain any of the following? (Check all that apply):

☐ Swimming pool ☐ Spa ☐ Hot tub ☐ Sauna ☐ Water feature

☐ ☐ If yes, are either of the following heated? ☐ Swimming pool ☐ Spa If yes, type of heat: ______

☐ ☐ Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?

Explain: ______

☐ ☐ Are you aware if a swimming pool was: ☐ Removed ☐ Capped/decked over ☐ Filled

Explain: ______

☐ ☐ Do you lease any pool equipment? Explain: ______

______

ELECTRICAL AND OTHER RELATED SYSTEMS:

☐ ☐ Are you aware of the type of wiring? (Check all that apply): ☐ Copper ☐ Aluminum ☐ Other ______

☐ ☐ Are you aware of any past or present problems with the electrical system? Explain: ______

______

☐ ☐ Is there a charging station for an electric vehicle? If yes, ☐ Owned ☐ Leased (Attach a copy of lease if available.)

Is there a security system? If yes, is it (Check all that apply):

☐ Owned ☐ Leased (Attach a copy of lease if available.) ☐ Monitored ☐ Other______

☐ ☐ Are you aware of any past or present problems with the security system? Explain: ______

______

>>

Initials> BUYER | BUYER

YES **NO**

☐ ☐ Does the Property contain any of the following systems or detectors? (Check all that apply):

☐ Smoke/fire detection ☐ Fire suppression (sprinklers) ☐ Carbon monoxide detector

☐ ☐ If yes, are you aware of any past or present problems with the above systems? Explain:____________________________

____

MISCELLANEOUS:

☐ ☐ Are you aware of any animals/pets that have resided in the Property? If yes, what kind: ____________________________

____

☐ ☐ Are you aware of or have you observed any of the following anywhere on the Property? (Check all that apply):

☐ Scorpions ☐ Rabid animals ☐ Bee swarms ☐ Rodents ☐ Reptiles ☐ Bed Bugs ☐ Other ____________________

Explain: ____

☐ ☐ Has the Property been serviced or treated for pests, reptiles, insects, birds or animals? If yes, how often: ____________

Name of service provider(s): ______________________________________ Date of last service: ____________________________

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

☐ ☐ Are you aware of any work performed on the Property, such as building, plumbing, electrical or other improvements or alterations or room conversions? **(If no, skip to line 186.)**

☐ ☐ Are you aware if permits for the work were obtained? Explain: ____

☐ ☐ Was the work performed by a person licensed to perform the work? Explain:______________________________________

☐ ☐ Was approval for the work required by any association governing the Property? Explain: ___________________________

☐ ☐ If yes, was approval granted by the association? Explain: ____

☐ ☐ Was the work completed? Explain: ____

List the names and license numbers of all contractors and scope of work that has been performed on the Property in the past year:

Contractor Name	License Number	Scope of Work

Explain: ____

____

____

☐ ☐ Are there any security bars or other obstructions to door or window openings? Explain: ____________________________

If there are security bars, are quick releases installed in the bedrooms? Explain: __________________________________

☐ ☐ Are you aware of any past or present problems with any built-in appliances? Explain: _______________________________

____

Initials> BUYER BUYER

UTILITIES/SERVICES

DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?

YES	NO	NAME OF PROVIDER
☐	☐	Cable / Satellite: ______
☐	☐	Electricity: ______
☐	☐	Fire: ______
		☐ Public ☐ Private
☐	☐	Flood Irrigation: ______
☐	☐	Fuel: ☐ Natural gas ☐ Propane ☐ Oil ______ If propane tank, ☐ Owned ☐ Leased (Attach a copy of lease if available.)
☐	☐	Garbage Collection: ______
		☐ Public ☐ Private
☐	☐	Internet: ______
☐	☐	Telephone: ______
☐	☐	Water Source: ______
		☐ Public ☐ Private water co. ☐ Hauled water ______
		☐ Private well ☐ Shared well If water source is a private or shared well, complete and attach Domestic Water Well/Water Use Addendum.

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

YES	NO	
☐	☐	Are you aware of any past or present drinking water problems? Explain: ______
☐	☐	U.S. Postal Service delivery is available at: ☐ Property ☐ Post Office ☐ Other ______
		☐ Cluster Mailbox, Box Number ______ Location ______
☐	☐	Are there any alternate power systems serving the Property? **(If no, skip to line 224.)**
		If yes, indicate type (Check all that apply):
		☐ Solar ☐ Wind ☐ Generator ☐ Other ______
☐	☐	Are you aware of any past or present problems with the alternate power system(s)? Explain: ______
☐	☐	Are any alternate power systems serving the Property leased? Explain: ______
		If yes, provide name and phone number of the leasing company (Attach copy of lease if available.): ______

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

SEWER/WASTEWATER TREATMENT

YES	NO	
☐	☐	Is the entire Property connected to a sewer?
☐	☐	If no, is a portion of the Property connected to a sewer? Explain: ______
☐	☐	If the entire Property or a portion of the Property is connected to a sewer, are you aware if a professional verified the sewer connection? If yes, how and when: ______
☐	☐	Is there a lift pump? Explain: ______

>>

Initials> BUYER | BUYER

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

YES NO

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

Name of Provider: ______________________________

☐ ☐ Are you aware of any past or present problems with the sewer? Explain: ______________________________

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

If yes, the Facility is: ☐ Conventional septic system ☐ Alternative system; type: ______________________________

Number of Facilities: ______________________________

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

If yes, name of contractor: ______________________________ Phone #: ______________________________

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

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

Explain: ______________________________

____

Approximate date of last Facility inspection and/or pumping of septic tank: ______________________________

☐ ☐ Are you aware of any past or present problems with the Facility? Explain: ______________________________

____

☐ ☐ Are you aware if a Facility was: ☐ Abandoned ☐ Capped ☐ Removed

Explain: ______________________________

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

ENVIRONMENTAL INFORMATION

YES NO

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

☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Dampness/moisture ☐ Other

Explain: ______________________________

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

☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other ______________________________

Explain: ______________________________

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

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

☐ Airport noise ☐ Traffic noise ☐ Rail line noise ☐ Neighborhood noise ☐ Landfill ☐ Toxic waste disposal

☐ Odors ☐ Nuisances ☐ Sand/gravel operations ☐ Other ______________________________

Explain: ______________________________

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

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

Explain: ______________________________

Initials> BUYER BUYER

YES	NO	
		NOTICE TO SELLER AND BUYER: Pursuant to Arizona law a Seller shall provide a written disclosure to the Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated to record a document at the County Recorder's Office disclosing if the Property is under restricted air space and to maintain the State Land Department Military Airport Map on its website at www.azre.gov.
☐	☐	Is the Property located in the vicinity of a military airport or ancillary military facility?
		Explain: ______
☐	☐	Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):
		☐ Asbestos ☐ Radon gas ☐ Lead-based paint ☐ Pesticides ☐ Underground storage tanks ☐ Fuel/chemical storage
		Explain: ______
☐	☐	Are you aware if the Property is located within or subject to any of the following ordinances? (Check all that apply):
		☐ Superfund / WQARF / CERCLA ☐ Wetlands area ☐ Natural Area Open Spaces
☐	☐	Are you aware of any open mine shafts/tunnels or abandoned wells on the Property?
		If yes, describe location: ______
☐	☐	Are you aware if any portion of the Property is in a flood plain/way? Explain: ______
☐	☐	Are you aware of any portion of the Property ever having been flooded? Explain: ______
☐	☐	Are you aware of any water damage or water leaks of any kind on the Property? Explain: ______
☐	☐	Are you aware of any past or present mold growth on the Property? Explain: ______

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

OTHER CONDITIONS AND FACTORS

What other material (important) information are you aware of concerning the Property that might affect the Buyer's decision-making process, the value of the Property, or its use? Explain: ______

ADDITIONAL EXPLANATIONS

______

______

______

Initials> BUYER | BUYER

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

^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

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

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

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

^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

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