



BUYER ATTACHMENT

REALTOR®

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



ATTENTION BUYER!

You are entering into a legally binding agreement.

- 1. Read the entire contract before you sign it.**
- 2. Review the Seller's Property Disclosure Statement (See Section 4a).**
 - This information comes directly from the Seller.
 - Investigate any blank spaces, unclear answers or any other information that is important to you.
- 3. Review the Inspection Paragraph (see Section 6a).**

If important to you, hire a qualified:

 - Mold inspector
 - Roof inspector
 - Pest inspector
 - Pool inspector
 - Heating/cooling inspector

Verify square footage (see Section 6b)
Verify the property is on sewer or septic (see Section 6f)
- 4. Confirm your ability to obtain insurance and insurability of the property during the inspection period with your insurance agent (see Sections 6a and 6e).**
- 5. Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2e).** It is your responsibility to make sure that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date. Otherwise, the Seller may cancel the contract.
- 6. Read the title commitment within five days of receipt (see Section 3c).**
- 7. Read the CC&R's and all other governing documents within five days of receipt (see Section 3c), especially if the home is in a homeowner's association.**
- 8. Conduct a thorough final walkthrough (see Section 6m).** If the property is unacceptable, speak up. After the closing may be too late.

You can obtain information through the Buyer's Advisory at <http://www.aaronline.com>. **Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction.** Be cautious about verbal representations, advertising claims, and information contained in a listing. Verify anything important to you.



RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

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



1. PROPERTY

1a. 1. **BUYER:** _____
BUYER'S NAME(S)

2. **SELLER:** _____ or as identified in section 9c.
SELLER'S NAME(S)

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

1b. 5. Premises Address: _____ Assessor's #: _____

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

7. Legal Description: _____

1c. 8. \$ _____ Full Purchase Price, paid as outlined below

9. \$ _____ Earnest money

10. \$ _____

11. \$ _____

12. _____

1d. 13. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.

14. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all
15. closing documents, and perform all other acts necessary in sufficient time to allow COE to occur on
16. _____, 20____ ("COE Date"). If Escrow Company or recorder office is closed on COE

17. Date, COE shall occur on the next day that both are open for business.

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

1e. 21. **Possession:** Seller shall deliver possession, occupancy, access to keys and/or means to operate all locks, mailbox,
22. security system/alarms, and all common area facilities to Buyer at COE or _____.

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

1f. 25. **Addenda Incorporated:** Assumption and Carryback Buyer Contingency Domestic Water Well HUD forms
26. H.O.A. Lead-Based Paint Disclosure Additional Clause On-site Wastewater Treatment Facility

27. Other: _____

1g. 28. **Fixtures and Personal Property:** Seller agrees that all existing fixtures on the Premises, and any existing personal
29. property specified herein, shall be included in this sale, including the following:

- 30. • free-standing range/oven
- 31. • built-in appliances
- 32. • light fixtures
- 33. • ceiling fans
- 34. • towel, curtain and drapery rods
- 35. • draperies and other window coverings
- 36. • attached floor coverings
- flush-mounted speakers
- attached fireplace equipment
- window and door screens, sun screens
- storm windows and doors
- shutters and awnings
- garage door openers and controls
- attached TV/media antennas/satellite dishes
- outdoor landscaping, fountains, and lighting
- water-misting systems
- solar systems
- pellet, wood-burning or gas-log stoves
- timers
- mailbox
- storage sheds

- 37. If owned by the Seller, the following items also are included in this sale:
- 38. • pool and spa equipment (including any mechanical or other cleaning systems)
- 39. • security and/or fire systems and/or alarms
- 39. • water softeners
- 39. • water purification systems
- 40. **Additional existing personal property included in this sale (if checked):** refrigerator washer dryer
- 41. As described: _____
- 42. _____
- 43. Other: _____
- 44. _____
- 45. _____
- 46. Additional existing personal property included shall not be considered part of the Premises and shall be transferred with no monetary value, and free and clear of all liens or encumbrances.
- 47.
- 48. Fixtures and leased items NOT included: _____
- 49. **IF THIS IS AN ALL CASH SALE, GO TO SECTION 3.**

2. FINANCING

- 2a. 50. **Loan Contingency:** Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval for the loan described in the AAR Loan Status Report without conditions no later than COE Date. If Buyer is unable to obtain loan approval without conditions by COE Date, Buyer shall deliver a notice of the inability to obtain loan approval without conditions to Seller or Escrow Company no later than COE Date.
- 2b. 54. **Unfulfilled Loan Contingency:** This Contract shall be cancelled and Buyer shall be entitled to a return of the Earnest Money if after diligent and good faith effort, Buyer is unable to obtain loan approval without conditions by COE Date. Buyer is aware that failure to have the down payment or other funds due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not an unfulfilled loan contingency. Buyer acknowledges that prepaid items paid separately from earnest money are not refundable.
- 2c. 59. **Appraisal Contingency:** Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises by an appraiser acceptable to lender for at least the sales price. If the Premises fails to appraise for the sales price, Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a refund of the Earnest Money or waive the appraisal contingency.
- 2d. 62. **Loan Status Report:** The AAR Loan Status Report ("LSR") with, at a minimum, the Buyer's Loan Information section completed, describing the current status of the Buyer's proposed loan, is attached hereto and incorporated herein by reference.
- 2e. 64. **Loan Application:** Unless previously completed, within five (5) days after Contract acceptance, Buyer shall (i) complete, sign and deliver to the lender a loan application with requested disclosures and documentation; (ii) grant lender permission to access Buyer's Trimerged Residential Credit Report; and (iii) pay all required loan application fees.
- 2f. 67. **Loan Processing During Escrow:** Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all additional documentation required. Buyer instructs the lender to provide loan status updates to Broker(s) and Seller. **Buyer shall sign all loan documents no later than three (3) days prior to the COE Date.**
- 2g. 70. **Type of Financing:** Conventional FHA VA Assumption Seller Carryback _____
71. (If financing is to be other than new financing, see attached addendum.)
- 2h. 72. **Loan Costs:** Private Mortgage Insurance is required for certain types of loans and shall be paid by Buyer at COE in a manner acceptable to Lender. The following may be paid by either party:
74. Discount points shall be paid by: Buyer Seller Other _____
75. Discount points shall not exceed: _____ total points (Does not include loan origination fee)
76. A.L.T.A. Lender Title Insurance Policy shall be paid by Buyer Seller
77. Loan Origination Fee (Not to exceed _____ % of loan amount) shall be paid by Buyer Seller
78. Appraisal Fee, when required by lender, shall be paid by Buyer Seller Other _____
- 2 i. 79. **Other Loan Costs:** In the event of an FHA or VA loan, Seller agrees to pay up to \$ _____ of loan costs not permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein. In addition, for VA loans, Seller agrees to pay the escrow fee. All other costs of obtaining the loan shall be paid by the Buyer.

Initials: SAMPLE/SAMPLE
SELLER SELLER

Initials: SAMPLE/SAMPLE
BUYER BUYER

4. DISCLOSURES

- 4a. 131. **Seller Property Disclosure Statement ("SPDS"):** Seller shall deliver a completed AAR SPDS form to the Buyer within five
132. (5) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Inspection Period
133. or five (5) days after receipt of the SPDS, whichever is later.
- 4b. 134. **Insurance Claims History:** Seller shall deliver to Buyer a written five-year insurance claims history regarding Premises (or
135. a claims history for the length of time Seller has owned the Premises if less than five years) from Seller's insurance
136. company or an insurance support organization or consumer reporting agency, or if unavailable from these sources, from
137. Seller, within five (5) days after Contract acceptance. (Seller may obscure any reference to date of birth or social
138. security number from the document). Buyer shall provide notice of any items disapproved within the Inspection Period or
139. five (5) days after receipt of the claims history, whichever is later.
- 4c. 140. **Lead-Based Paint Disclosure:** If the Premises were built prior to 1978, the Seller shall: (i) notify the Buyer of any known
141. lead-based paint ("LBP") or LBP hazards in the Premises; (ii) provide the Buyer with any LBP risk assessments or
142. inspections of the Premises in the Seller's possession; (iii) provide the Buyer with the Disclosure of Information on Lead-
143. based Paint and Lead-based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein,
144. including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information"). Buyer shall return a
145. signed copy of the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards to Seller prior to COE.
146. LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk
147. assessments or inspections during Inspection Period.
148. Seller shall provide LBP Information within five (5) days after Contract acceptance. Buyer may within ten (10) days or
149. _____ days after receipt of the LBP Information conduct or obtain a risk assessment or inspection of the Premises for
150. the presence of LBP or LBP hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the LBP
151. Information or five (5) days after expiration of the Assessment Period cancel this Contract.
152. If Premises were constructed prior to 1978, **BUYER'S INITIALS REQUIRED**

SAMPLE	SAMPLE
BUYER	BUYER

153. If Premises were constructed in 1978 or later, **BUYER'S INITIALS REQUIRED**

SAMPLE	SAMPLE
BUYER	BUYER
- 4d. 154. **Affidavit of Disclosure:** If the Premises is located in an unincorporated area of the county, and five or fewer parcels of
155. property other than subdivided property are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in
156. the form required by law to the Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit
157. of Disclosure items disapproved within the Inspection Period or five (5) days after receipt of the Affidavit of Disclosure,
158. whichever is later.
- 4e. 159. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Premises or disclosures made
160. herein, in the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already
161. obligated by Section 5a, or otherwise by this Contract or any amendments hereto, to correct or repair the changed item
162. disclosed, Buyer shall be allowed five (5) days after delivery of such notice to provide notice of disapproval to Seller.

5. WARRANTIES

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

Initials: SAMPLE / SAMPLE
SELLER SELLER

Initials: SAMPLE / SAMPLE
BUYER BUYER

7. REMEDIES

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

8. ADDITIONAL TERMS AND CONDITIONS

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

Initials: SAMPLE/ SAMPLE
SELLER SELLER

Initials: SAMPLE/ SAMPLE
BUYER BUYER

8r. 367. **Broker on behalf of Buyer:**

368. _____
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

369. _____
FIRM ADDRESS STATE ZIP CODE

370. _____
TELEPHONE FAX EMAIL

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

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

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

<p>375. SAMPLE</p> <p>_____ <small>BUYER'S SIGNATURE MO/DA/YR</small></p> <p>376. _____ <small>ADDRESS</small></p> <p>377. _____ <small>CITY, STATE, ZIPCODE</small></p>	<p>375. SAMPLE</p> <p>_____ <small>BUYER'S SIGNATURE MO/DA/YR</small></p> <p>376. _____ <small>ADDRESS</small></p> <p>377. _____ <small>CITY, STATE, ZIPCODE</small></p>
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9. SELLER ACCEPTANCE

9a. 378. **Broker on behalf of Seller:**

379. _____
PRINT SALESPERSON'S NAME AGENT CODE PRINT FIRM NAME FIRM CODE

380. _____
FIRM ADDRESS STATE ZIP CODE

381. _____
TELEPHONE FAX EMAIL

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

383. the Seller; or both the Buyer and Seller

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

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

<p>388. SAMPLE</p> <p>_____ <small>SELLER'S SIGNATURE MO/DA/YR</small></p> <p>389. _____ <small>SELLER'S NAME PRINTED</small></p> <p>390. _____ <small>ADDRESS</small></p> <p>391. _____ <small>CITY, STATE, ZIPCODE</small></p>	<p>388. SAMPLE</p> <p>_____ <small>SELLER'S SIGNATURE MO/DA/YR</small></p> <p>389. _____ <small>SELLER'S NAME PRINTED</small></p> <p>390. _____ <small>ADDRESS</small></p> <p>391. _____ <small>CITY, STATE, ZIPCODE</small></p>
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392. **OFFER REJECTED BY SELLER:** _____, 20____
MONTH DAY YEAR **SAMPLE**
(SELLER'S INITIALS)

For Broker Use Only:

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

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SELLER SELLER

Initials: **SAMPLE/ SAMPLE**
BUYER BUYER