



# PURCHASE CONTRACT FOR NEW HOME (With Lot)



THE PRINTED PORTION OF THIS CONTRACT HAS BEEN APPROVED BY THE ARIZONA ASSOCIATION OF REALTORS®. THIS IS INTENDED TO BE ABINDING 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 OR PROFESSIONAL CONSULTANT.

## RECEIPT

1. Received From: \_\_\_\_\_ ("Buyer")

2. Agency Confirmation: Broker named on Line 19 is the agent of (check one):  
3.  the Buyer exclusively; or  the Seller exclusively; or  both the Buyer and Seller

4. Earnest Money: Earnest money shall be held by Broker until offer is accepted. Upon acceptance, Broker shall promptly deposit the earnest money with any escrow company to which the check is payable. If the check is payable to Broker, Broker may deposit the check in Broker's trust account or endorse the check without recourse and deposit it with a duly licensed escrow company. Buyer agrees that, if Buyer breaches this Contract, any earnest money is subject to forfeiture. If any check for earnest money is dishonored for any reason, Seller may, at Seller's option, immediately cancel this Contract pursuant to Lines 273-276. Unless otherwise provided herein, all earnest money is considered to be part of the purchase price for the Premises described below.

10. a. Amount of Earnest \$ \_\_\_\_\_ b. Form of Earnest Money:  Personal Check  Other: \_\_\_\_\_ c. Deposited With:  Seller  Escrow Company  Broker's Trust Account

12. EARNEST MONEY AND DOWN PAYMENT DEPOSITS WITH SELLER: THE BUYER IS ADVISED THAT EARNEST MONEY DEPOSITS, DOWN PAYMENTS AND OTHER ADVANCED MONIES DEPOSITED WITH SELLER WILL NOT BE PLACED IN A NEUTRAL ESCROW. SUCH MONIES WILL BE PAID DIRECTLY TO THE SELLER AND MAY BE USED BY THE SELLER. THIS MEANS THE BUYER ASSUMES A RISK OF LOSING SUCH MONIES IF THE SELLER IS UNABLE OR UNWILLING TO PERFORM UNDER THE TERMS OF THE CONTRACT.

17. (BUYER'S INITIALS REQUIRED)       SAMPLE             SAMPLE        
BUYER BUYER

18. Received By: \_\_\_\_\_  
(PRINT SALESPERSON'S NAME AND AGENT CODE) (SALESPERSON'S SIGNATURE) (MO/DA/YR)

19. \_\_\_\_\_  
(PRINT NAME OF FIRM) (OFFICE CODE) (TELEPHONE)

## OFFER

20. Property Description and Offer: Buyer agrees to purchase the real property and all fixtures and improvements thereon and 21. appurtenances incidental thereto, plus personal property described below (collectively the "Premises").

22. Premises Address: \_\_\_\_\_ Assessor's #: \_\_\_\_\_

23. City: \_\_\_\_\_ County: \_\_\_\_\_ AZ, Zip Code: \_\_\_\_\_

24. Legal Description: \_\_\_\_\_

25. Additional Personal Property Included: \_\_\_\_\_

26. Additional personal property included herein shall be transferred with no monetary value, in AS-IS CONDITION, FREE AND CLEAR OF ANY LIENS OR ENCUMBRANCES, and CONTRACTOR MAKES NO WARRANTY of any kind, express or implied (including, without limitation, ANY WARRANTY OF MERCHANTABILITY).

29. a. \$ \_\_\_\_\_ Full Purchase Price, paid as outlined below. Buyer acknowledges that failure to pay the required funds by the 30. scheduled Close of Escrow other than as described in any of the following sections, shall be construed as 31. a material breach, and all earnest money shall be subject to forfeiture.

32. b. \$ \_\_\_\_\_ Earnest money as indicated above

33. c. \_\_\_\_\_

34. d. \$ \_\_\_\_\_ Balance of down payment to be paid by  Buyer on or before start of construction; or  35. to  Escrow Company  Seller; (BUYER'S INITIALS REQUIRED)       SAMPLE             SAMPLE        
OWNER OWNER

Initials:       SAMPLE       /       SAMPLE        
SELLER SELLER

Initials:       SAMPLE       /       SAMPLE        
BUYER BUYER

- 36. e. \$ \_\_\_\_\_ Balance due on Purchase Price shall be paid by:
- 37.  Certified check at Closing Date
- 38.  Cash (with draws as indicated on Lines 52-61.)
- 39.  Net Proceeds of a new first loan which shall be:
- 40.  Conventional (refer to Lines 62-90)
- 41.  FHA [Note: Terms of FHA financing to be negotiated by separate agreement between Buyer, Seller and Lender].
- 42.  VA [Note: Terms of VA financing to be negotiated by separate agreement between Buyer, Seller and Lender].

43. **Closing Date:** Seller and Buyer will comply with all terms and conditions of this Contract and close escrow within five (5) days of completion of construction of the Premises, as provided for on Lines 334-345. Buyer and Seller hereby agree that the Close of Escrow shall be defined as recordation of the documents. Close of Escrow shall occur no earlier than \_\_\_\_\_.

46. **Ownership:** Buyer understands that Buyer is not the legal owner of the Premises until Close of Escrow. Buyer agrees that, should Buyer enter the Premises or allow any other person to enter the Premises during the course of construction or at any time prior to Close of Escrow, Buyer will indemnify and hold Seller harmless for any and all damages resulting from such entry.

49. **Possession and Keys:** Possession and occupancy shall be delivered to Buyer at Close of Escrow. Seller shall provide keys and/or means to operate all locks, mailbox, security systems/alarms, and access to all common area facilities.

51. **Occupancy:** Buyer intends to occupy the Premises as  primary residence;  secondary residence; or  Buyer does not intend to occupy the Premises.

**CASH**

52. If this is an all-cash sale with draws, the draw schedule shall be as follows:
53. **Draw Schedule:** The Balance due shall be paid by certified funds directly to the Seller, based upon the following schedule.
- 54. \$ \_\_\_\_\_ First Draw, to be delivered by Buyer to Seller upon completion of \_\_\_\_\_
  - 55. \$ \_\_\_\_\_ Second Draw, to be delivered by Buyer to Seller upon completion of \_\_\_\_\_
  - 56. \$ \_\_\_\_\_ Third Draw, to be delivered by Buyer to Seller upon completion of \_\_\_\_\_
  - 57. \$ \_\_\_\_\_ Fourth Draw, to be delivered by Buyer to Seller upon completion of \_\_\_\_\_
  - 58. \$ \_\_\_\_\_ Fifth Draw, to be delivered by Buyer to Seller upon completion of \_\_\_\_\_
  - 59. \$ \_\_\_\_\_ Final Draw, to be delivered by Buyer to Seller upon completion of the Premises, per Lines 43-45 (Closing Date)
60. Contractor agrees to provide  notarized lien waivers to the Owner for the completion of work performed for each successive draw; or
61.  \_\_\_\_\_

**FINANCING**

62. **This sale is contingent upon Buyer qualifying for a:**  permanent loan only  permanent loan and interim loan
63. **Conditional Loan Approval:** Conditional Loan Approval ("CLA") is attached, or  shall be delivered to Seller within \_\_\_\_\_ days after acceptance of the Contract. The written CLA from the Buyer's lender must be based on a loan application and Trimerged Residential Credit Report ("TMRCR") and for FHA or VA loans, show that the Seller's loan costs, pursuant to Line 88, are sufficient to obtain the loan. Buyer agrees to supply all documentation required by the lender. If such CLA is not received within the time specified, then Seller may give Buyer a five (5) day written notice to perform. If Buyer does not deliver to Escrow Company written CLA within said five (5) days, then this Contract shall be deemed cancelled and all earnest money shall be released to Buyer without further written consent of the parties and without regard to cancellation provisions provided for elsewhere in this Contract. Buyer instructs lender to send copies of such approval to Broker(s) and Seller. Buyer authorizes the lender to provide loan status updates to Broker(s).
71. **Permanent Loan Amount:** \$ \_\_\_\_\_ If applicable, upfront MIP or VA funding fee may be added to the loan.
72. **Term of Loan:** \_\_\_\_\_
73. **Type Of Loan:**  Fixed Rate  Adjustable Rate  Other \_\_\_\_\_
74. **Interim Loan:** If an interim loan is required, within twenty (20) days or  \_\_\_\_\_ days after acceptance of this contract, Seller and Buyer shall agree with the lender upon the terms, conditions and costs of the interim loan.
76. **Appraisal:** The Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises by an appraiser acceptable to the lender for at least the sales price. The party responsible for paying for the appraisal shall do so within **five (5) days after Contract acceptance or**  \_\_\_\_\_ Failure to pay for appraisal within the time specified shall
79. constitute a material breach of this Contract rendering the Contract subject to cancellation as provided in Lines 273-276 of this Contract.

Initials: SAMPLE / SAMPLE  
SELLER SELLER

Initials: SAMPLE / SAMPLE  
BUYER BUYER



127. (a) If the Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, the Buyer and  
 128. Seller hereby instruct the Escrow Company to deliver to the Buyer and Seller, upon deposit of funds, a closing protection letter from the  
 129. title insurer indemnifying the Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by the Escrow  
 130. Company. (b) All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form  
 131. used by Escrow Company. Escrow Company is hereby instructed to modify such documents to the extent necessary to be consistent  
 132. with this Contract. (c) All closing and escrow costs, unless otherwise stated herein, shall be allocated between Seller and Buyer in  
 133. accordance with local custom and applicable laws and regulations. (d) Escrow Company is hereby instructed to send to Broker(s) copies  
 134. of all notices and communications directed to Seller or Buyer. Escrow Company shall provide to such Broker(s) access to escrowed  
 135. materials and information regarding the escrow. (e) Any documents necessary to close the escrow may be signed in counterparts, each  
 136. of which shall be effective as an original upon execution, and all of which together shall constitute one and the same instrument.
137. **Prorations:** Taxes, homeowners' association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments,  
 138. interest on encumbrances, and service contracts shall be prorated as of **Close of Escrow** or  Other: \_\_\_\_\_.
139. **Insurance:** Buyer understands that any fire, casualty, or other insurance desired by Buyer should be in place at Close of Escrow.  
 140. Buyer specifically releases Broker(s) from any obligations relating to such insurance.
141. **Assessments:** The amount of any assessment, other than homeowners' association assessments on Lines 152-168, which is a lien as of the  
 142. Close of Escrow, shall be  paid in full by Seller  prorated and assumed by Buyer. Any assessment that becomes a lien after  
 143. Close of Escrow is the Buyer's responsibility.
144. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign, and deliv-  
 145. er to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the Foreign Investment in  
 146. Real Property Tax Act ("FIRPTA"). Buyer acknowledges that if the Seller is a foreign person, the Buyer must withhold a tax equal to 10% of the  
 147. purchase price, unless an exemption applies.

### DISCLOSURES

148. **Seller's Notice of Violations:** Seller represents that Seller has no knowledge of any notice of violations of City, County, State, or Federal build-  
 149. ing, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the Premises. If Seller receives notice  
 150. of violations prior to Close of Escrow, Seller shall immediately notify Buyer in writing. Buyer is allowed five (5) days after receipt of notice to  
 151. provide written notice to Seller of any items reasonably disapproved. REFER TO LINES 206-222 FOR IMPORTANT TERMS.

152. **H.O.A./Condominium/P.U.D.:** If the Premises are located within a homeowners' association/condominium/planned unit development:  
 153. (a) the current regular association dues are \$ \_\_\_\_\_  monthly, or  \_\_\_\_\_;  
 154. additional homeowners' association fees are \$ \_\_\_\_\_  monthly, or  \_\_\_\_\_;  
 155. (b) If the homeowners' association has less than 50 units, no later than ten (10) days after acceptance of the Contract, the Seller shall:  
 156. (1) disclose in writing to Buyer any known existing or pending special assessments, claims or litigation, and (2) provide to Buyer copies  
 157. of Covenants, Conditions and Restrictions; Articles of Incorporation; bylaws; other governing documents; homeowners' association  
 158. approval of transfer, if applicable; current financial statement including reserve statement and/or budget, and any other documents and  
 159. information required by law.  
 160. (c) If the homeowners' association has 50 or more units, Seller shall furnish written notice of pending sale that contains the name and  
 161. address of the Buyer to the homeowners' association within five (5) days after acceptance of the Contract.  
 162. (d) Buyer is allowed five (5) days after receipt of the information from the Seller or homeowners' association to provide written notice to  
 163. Seller of any items reasonably disapproved; REFER TO LINES 206-222 FOR IMPORTANT TERMS.  
 164. (e) Any current homeowners' association assessment which is a lien as of Close of Escrow to be:  
 165.  paid in full by Seller  prorated and assumed by Buyer  
 166. Any assessment that becomes a lien after the Close of Escrow is the Buyer's responsibility.  
 167. (f) Fees related to the transfer of the Premises shall be paid by  Seller  Buyer  Other: \_\_\_\_\_  
 168. (g) Any inspection or certification fee charged by a homeowners' association shall be paid **by Seller**.

169. **Insulation:**  Ceiling insulation of \_\_\_\_\_ type will be installed at a thickness of \_\_\_\_\_ and a R-value of \_\_\_\_\_  
 170.  Exterior wall insulation of \_\_\_\_\_ type will be installed at a thickness of \_\_\_\_\_ and a R-value of \_\_\_\_\_  
 171.  The type of insulation is yet to be determined. Seller agrees to provide Buyer with a receipt stating the type, thickness and  
 172. R-value of the insulation as soon as the determination regarding insulation is made.





223. **Seller Warranties:** Seller expressly warrants that all work performed by Seller in connection with the construction of the Premises will  
 224. be performed in a workmanlike manner and be of a quality which is standard in the industry, and in conformance with the requirements  
 225. of the Arizona Registrar of Contractors. Seller warrants the construction of the Premises against defects in workmanship and  
 226. materials as provided for by Arizona law and Seller will, at Seller's own expense, make any and all repairs and replacements made  
 227. necessary as a result of defective workmanship or materials, provided however, Seller is granted reasonable access to the Property  
 228. during normal business hours. This warranty is applicable only to requests for repair and replacement reported in writing to Seller. This  
 229. warranty does not apply to defects caused by normal wear and tear, insubstantial variances or defects, acts of God, faulty  
 230. maintenance, operation or abusive use, or other acts or events beyond Seller's control. Seller's warranty shall in no event extend to  
 231. any consumer product, appliance, air conditioning unit, furnace, water heater, or other products included in the Premises that are  
 232. considered "consumer products" as defined by the Federal Trade Commission for purposes of the Magnuson Moss Warranty - Federal  
 233. Trade Commission Improvement Act (15 U.S.C. §2301, et seq.) that may be included in this transaction. If a manufacturer's warranty  
 234. has been issued to Seller, Seller hereby assigns to Buyer, to be effective upon closing, without recourse to Seller, all rights under said  
 235. manufacturer's warranties, as are assignable, on appliances and any other consumer products included in the Premises. BUYER MAY  
 236. HAVE ADDITIONAL RIGHTS, REMEDIES, AND WARRANTIES BEYOND THOSE CONTAINED IN THIS CONTRACT.

237. **Final Walkthrough:** Prior to the Close of Escrow the Buyer shall inspect the Premises in the presence of the Seller. Upon the con-  
 238. clusion of this inspection, the Buyer will immediately notify the Seller in writing of any claim by the Buyer for deficiencies in workman-  
 239. ship or materials. The Seller shall correct at Seller's cost within a reasonable period of time any items noted by the Buyer or Buyer's  
 240. representative that are, in the good faith judgment of the Seller, deficient in workmanship and/or materials according to the standard  
 241. in the industry and the requirements of the Arizona Registrar of Contractors. Unless otherwise required by law, the Seller has no oblig-  
 242. ation to correct any items not due to deficient workmanship and/or materials. Buyer understands that the Seller may encounter delays  
 243. in correcting any defects because the primary responsibility for correcting the defects may be that of a subcontractor or a supplier  
 244. whose time schedule is not controlled by the Seller. Seller's obligation to correct any defects noted by the Buyer shall not entitle Buyer  
 245. to delay Close of Escrow, or to demand any conditions upon the Close of Escrow not specified in this Contract.

**REMEDIES**

246. **Remedies for Breach:** If either party breaches in any respect on any material obligation under this Contract, the non-breaching party  
 247. may elect to be released from all obligations under this Contract by cancelling this Contract as provided in Lines 273-276. The non-  
 248. breaching party may thereafter proceed against the party in breach upon any claim or remedy that the non-breaching party may have  
 249. in law or equity. In the case of the Seller, because it would be difficult to fix actual damages in the event of Buyer's breach, the amount  
 250. of the earnest money may be deemed a reasonable estimate of the damages; and Seller may, at Seller's option, accept the earnest  
 251. money deposit, subject to any compensation to Broker(s), as Seller's sole right to damages. In the event that the non-breaching party  
 252. elects not to cancel this Contract, the non-breaching party may proceed against the party in breach for specific performance of this  
 253. Contract or any of its terms, in addition to any claim or remedy that the non-breaching party may have in law or equity. In the event  
 254. that either party pursues specific performance of this Contract, that party does not waive the right to cancel this Contract pursuant to  
 255. Lines 273-276 at any time and proceed against the breaching party as otherwise provided herein, or in law or equity. If Buyer or Seller  
 256. files suit against the other to enforce any provision of this Contract or for damages sustained by reason of its breach, all parties  
 257. prevailing in such action, on trial and appeal, shall receive their reasonable attorneys' fees and costs as awarded by the court. In  
 258. addition, both Seller and Buyer agree to indemnify and hold harmless all Brokers against all costs and expenses that any Broker may  
 259. incur or sustain in connection with any lawsuit arising from this Contract, and will pay the same on demand unless the court grants  
 260. judgment in such action against the party to be indemnified. Costs shall include, without limitation: attorneys' fees, expert witness fees,  
 261. fees paid to investigators, and court costs.

262. **Liquidated Damages for Delay:** Should Buyer not timely perform all of Buyer's obligations on or before the date set for closing, Buyer  
 263. shall pay to Seller at Close of Escrow, to compensate Seller for the delay, as liquidated damages, and not as a penalty, the amount  
 264. of \$ \_\_\_\_\_ per day from the day following the date scheduled for Close of Escrow until the date that Close of Escrow  
 265. actually occurs, unless Seller elects to pursue Seller's remedies as set forth on Lines 246-261 (Default and Remedies), or unless such  
 266. non-performance by the Buyer is caused by the Seller's non-performance of any terms or conditions hereof. Should Seller not timely  
 267. perform all of Seller's obligations hereunder, including, but not limited to, the failure to complete construction on or before the date set  
 268. forth on Lines 334-345 (Construction Schedule), Seller shall pay to Buyer at Close of Escrow, to compensate Buyer for the delay, as  
 269. liquidated damages, and not as a penalty, the amount of \$ \_\_\_\_\_ per day from the 5th day following the date construction  
 270. should have been completed, until the date that Close of Escrow actually occurs, unless Buyer elects to pursue Buyer's remedies as set  
 271. forth on Lines 246-261 (Default and Remedies), or unless such non-performance by the Seller is caused by the Buyer's non-performance  
 272. of any terms or conditions hereof.

273. **Cancellation:** Except as otherwise provided herein, any party who wishes to cancel this Contract because of any material breach by the  
 274. other party, and who is not in material breach except as occasioned by a material breach by the other party, may cancel this Contract by  
 275. delivering written notice of cancellation to either the breaching party or to the Escrow Company stating the nature of the breach. Cancellation  
 276. shall become effective immediately upon delivery of the written notice of cancellation to either the breaching party or Escrow Company.

277. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding earnest money deposited with Escrow  
 278. Company, Buyer and Seller authorize Escrow Company to release earnest money pursuant to the terms and conditions of this Contract.  
 279. Buyer and Seller specifically authorize Escrow Company to act in its sole and absolute discretion in the release of earnest money. Buyer  
 280. and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of any kind, and from any loss,  
 281. judgment, or expense, including costs and attorneys' fees, arising from or relating in any way to the release of earnest money.

282. **Mediation:** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract, any alleged breach of this Contract,  
 283. or services provided in relation to this Contract before resorting to court action. Any agreement signed by the parties pursuant to the media-  
 284. tion conference shall be binding. All mediation costs will be paid equally by the parties to the Contract. Disputes shall include claims for earnest  
 285. money or representations made by the Buyer or Seller in connection with the sale, purchase, financing, condition, or other aspect of the  
 286. Premises to which this Contract pertains, including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud.



346. **Buyer's Construction Obligation:** Buyer shall select all of Buyer's interior and exterior color and material selections, including, but  
347. not limited to, carpeting, flooring, cabinetry, counter tops, and all other selections necessary or appropriate to complete construction,  
348. from color and material samples provided by the Seller, and communicate all Buyer's selections to Seller within

349.  \_\_\_\_\_ days of Seller's acceptance of this Contract or  \_\_\_\_\_ days of Buyer's receipt of samples. Buyer's  
350. selections shall be final and binding. If Buyer has not made selections within the time period allowed, Seller, at Seller's discretion, may  
351. make such color and material selections for Buyer and Buyer agrees, understands and accepts that in such case Seller's selections  
352. shall be binding upon Buyer. Alternatively, Buyer may select certain color schemes, upgrades and appliances not included among the  
353. standard selections provided by Seller, which shall otherwise be known as "Cash Extras." If this transaction fails to close for any rea-  
354. son whatsoever (including, but not limited to, the failure of Buyer to obtain a loan, or to satisfy any other loan condition, if applicable,  
355. or to satisfy any other contingencies), other than a default by Seller, all amounts paid by Buyer to Seller for Cash Extras shall be  
356. non-refundable and Buyer will have no claim or right thereto.

357. **Change Orders:** Any change orders relating to the construction of the Premises shall be between Buyer and Seller by separate written agreement.

358. \_\_\_\_\_

359. \_\_\_\_\_

360. \_\_\_\_\_

361. \_\_\_\_\_

362. \_\_\_\_\_

363. \_\_\_\_\_

364. \_\_\_\_\_

365. \_\_\_\_\_

366. \_\_\_\_\_

367. \_\_\_\_\_

368. \_\_\_\_\_

369. \_\_\_\_\_

370. \_\_\_\_\_

371. \_\_\_\_\_

372. \_\_\_\_\_

373. \_\_\_\_\_

374. \_\_\_\_\_

375. \_\_\_\_\_

376. \_\_\_\_\_

377. \_\_\_\_\_

378. \_\_\_\_\_

379. \_\_\_\_\_

380. \_\_\_\_\_

381. \_\_\_\_\_

382. \_\_\_\_\_

383. \_\_\_\_\_

384. **Addenda Incorporated:**  Assumption and Carryback Addendum  Seller's Construction Specifications Addendum  
385.  \_\_\_\_\_

386. **If Seller is a Subdivider:** (1) THE PURCHASER (BUYER) MUST BE GIVEN A COPY OF THE SUBDIVISION PUBLIC REPORT OF  
387. THE ARIZONA DEPARTMENT OF REAL ESTATE PRIOR TO THE SIGNING OF THIS CONTRACT AND MUST SIGN THE  
388. REQUIRED RECEIPT FOR PUBLIC REPORT. (2) Unless the requirement is waived by the Arizona Department of Real Estate, no  
389. subdivided land may be sold without provision for permanent access to the land over terrain which may be traversed by convention-  
390. al motor vehicle. Seller warrants that there is permanent access to the property. (3) The Arizona Department of Water Resources has  
391. determined that the water supply for the subdivision is  adequate  inadequate. If the water supply for the subdivision is inad-  
392. equate, additional disclosures may be required. (See A.R.S. §§32-2181(F); 32-2195(H), or any successor provisions).

393. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until Close of Escrow. Seller understands that  
394. any subsequent offer accepted by the Seller must be a backup offer, namely, contingent on the cancellation of this Contract.

Initials: SAMPLE / SAMPLE  
SELLER SELLER  
Initials: SAMPLE / SAMPLE  
BUYER BUYER



395. Release of Broker(s): SELLER AND BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY ALL  
396. BROKER(S) IN THIS TRANSACTION FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING THE CONDITION,  
397. SQUARE FOOTAGE, LOT LINES OR BOUNDARIES, VALUE, RENT ROLLS, ENVIRONMENTAL PROBLEMS, SANITATION  
398. SYSTEMS, ROOF, WOOD INFESTATION AND WOOD INFESTATION REPORT, COMPLIANCE WITH BUILDING CODES OR  
399. OTHER GOVERNMENTAL REGULATIONS, OR ANY OTHER MATERIAL MATTERS RELATING TO THE PREMISES.

400. Acceptance: This is an offer to purchase the Premises. Unless acceptance is signed by Seller and a signed copy delivered in person, by mail, or  
401. facsimile, and received by Buyer or by Broker named on Lines 18-19 by \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ AM/PM, MST,  
402. or unless this offer to purchase has been previously withdrawn by Buyer, this offer to purchase shall be deemed withdrawn and the  
403. Buyer's earnest money shall be returned.

404. THIS CONTRACT CONTAINS NINE (9) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT YOU  
405. HAVE RECEIVED AND READ ALL NINE (9) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

406. THE DEVELOPER SHALL GIVE A PROSPECTIVE PURCHASER A COPY OF THE PUBLIC REPORT AND AN OPPORTUNITY TO READ  
407. AND REVIEW IT BEFORE THE PROSPECTIVE PURCHASER SIGNS THIS DOCUMENT.

408. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of a copy hereof.

**SAMPLE**

**SAMPLE**

409.	BUYER'S SIGNATURE _____	MO/DA/YR _____	BUYER'S SIGNATURE _____	MO/DA/YR _____
410.	ADDRESS _____		ADDRESS _____	
411.	CITY, STATE, ZIP CODE _____		CITY, STATE, ZIP CODE _____	

**ACCEPTANCE**

412. Agency Confirmation: The following agency relationship(s) is hereby confirmed for this transaction:

413. Listing Broker: \_\_\_\_\_ (PRINT SALESPERSON NAME AND AGENT CODE) \_\_\_\_\_ (PRINT FIRM NAME AND OFFICE CODE) \_\_\_\_\_ (TELEPHONE)

414. Is the agent of (check one):  the Seller exclusively; or  both the Buyer and Seller

415. Seller Receipt of Copy: The undersigned acknowledge receipt of a copy hereof and grant permission to Broker named on  
416. Line 413 to deliver a copy to Buyer.

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

420. The undersigned agree to sell the Premises on the terms and conditions herein stated.

**SAMPLE**

**SAMPLE**

421.	SELLER'S SIGNATURE _____	MO/DA/YR _____	SELLER'S SIGNATURE _____	MO/DA/YR _____
422.	SELLER'S NAME PRINTED _____		SELLER'S NAME PRINTED _____	
423.	ADDRESS _____		ADDRESS _____	
424.	CITY, STATE, ZIP CODE _____		CITY, STATE, ZIP CODE _____	

**For Broker Use Only:**

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

This form is available for use by the entire real estate industry. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark that may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics.

©ARIZONA ASSOCIATION OF REALTORS® 2005 • This Form Available Through Your Local Association of REALTORS® • Form NHPC 4/05

Initials: SAMPLE / SAMPLE  
SELLER SELLER

Initials: SAMPLE / SAMPLE  
BUYER BUYER