

RECOMMENDATION TO THE EXECUTIVE COMMITTEE

FROM:

Risk Management Committee

RECOMMENDATION:

Approval of multiple revised forms to make conforming changes allowing for more than one agent to be identified as representing the buyer or seller.

BACKGROUND:

Previously, additional lines were added to the Residential Resale Real Estate Purchase Contract and Commercial Purchase Contract to allow for more than one agent to be identified as representing the buyer or seller.

Recently, additional forms were identified that would benefit from including another line to allow for identifying multiple agents representing the buyer or seller. Those forms are as follows: (1) Real Estate Agency and Disclosure & Election; (2) Vacant Land/Lot Purchase Contract; (3) Buyer Broker Exclusive Employment Agreement; (4) Disclosure of Buyer Agency and Seller Waiver; and (5) Unrepresented Seller's Compensation Agreement.

On March 3, 2022, the Risk Management Committee voted to revise the above forms to include additional lines to allow for identifying multiple agents.

BUDGET IMPACT:

None

MOTION:

TO APPROVE FOR RELEASE ON OR ABOUT OCTOBER 1, 2022, THE ATTACHED REVISED (1) REAL ESTATE AGENCY AND DISCLOSURE & ELECTION; (2) VACANT LAND/LOT PURCHASE CONTRACT; (3) BUYER BROKER EXCLUSIVE EMPLOYMENT AGREEMENT; (4) DISCLOSURE OF BUYER AGENCY AND SELLER WAIVER; AND (5) UNREPRESENTED SELLER'S COMPENSATION AGREEMENT.

FOR MORE INFORMATION CONTACT:

Mike Porter – (928) 580-0154 / reopoter@gmail.com

OR Nikki Salgat – (602) 248-7787 / nikkisalgat@aaronline.com



This attachment should be given to the Buyer prior to the submission of any offer and is not part of the Vacant Land/Lot 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 and other disclosures (See Section 4a and 4b).**
 - 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 Due Diligence Paragraph (see Section 6a).**

Verify square footage/acreage (see Section 6b)
Verify whether the property is served by city or private sewer and its availability status (see Section 6e); OR
If an on-site wastewater treatment system has been installed on the Property (see Section 6e), AND
If a well has been installed on the Property (see Sections 4d and 6k)
4. **Apply for your loan now, if you have not done so already, and provide your lender with all requested information (see Section 2d).**

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.
5. **Read the title commitment (see Section 3c).**
6. **Read the CC&R's, use restrictions, and all other governing documents including design guidelines (see Section 3c), especially if the property is governed by a homeowners association.**
7. **Conduct a thorough final inspection (see Section 6o). 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.***

WARNING: *WIRE TRANSFER FRAUD*

Beware of wiring instructions sent via email. Cyber criminals may hack email accounts and send emails with fake wiring instructions. ***Always independently confirm wiring instructions prior to wiring any money.*** Do not email or transmit documents that show bank account numbers or personal identification information.



VACANT LAND/LOT PURCHASE CONTRACT

Document updated:
October 2022



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.



If subdivided land or unsubdivided land is being sold by a subdivider, i.e., a person who owns 6 or more lots, a public report will generally be required and an Addendum regarding subdivided or unsubdivided land must be executed by the Seller and Buyer.

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, if any, plus the personal property described herein (collectively the "Property").
- 1b. 5. Property Address: _____ Zoning: _____
- 6. Assessor's #(s): _____
- 7. City: _____ County: _____ AZ, Zip Code: _____
- 8. Legal Description: _____ or see attached legal description.
- 1c. 9. \$ _____ Full Purchase Price, paid as outlined below
- 10. \$ _____ Earnest money _____
- 11. \$ _____
- 12. \$ _____
- 13. _____
- 1d. 14. **Incidental Improvements:** Buyer is purchasing the Property as vacant land. Any improvements, fixtures and appurtenances
- 15. thereon or incidental thereto, are being transferred in their existing condition ("AS IS") and Seller makes no warranty to Buyer,
- 16. expressed or implied, as to their condition except as provided for in section 5a.
- 1e. 17. **Fixtures and Personal Property:** Seller agrees that all existing fixtures on the Property, and any existing personal property
- 18. specified herein, shall be included in this sale, including the following:
- 19. _____
- 20. _____
- 21. Personal property included herein shall be transferred with no monetary value, and free and clear of all liens
- 22. or encumbrances.
- 23. Fixtures and leased items NOT included: _____
- 1f. 24. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
- 25. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing
- 26. documents, and perform all other acts necessary in sufficient time to allow COE to occur on
- 27. _____ MONTH _____ DAY, _____ YEAR ("COE Date"). If Escrow Company or recorder's office is closed on
- 28. COE Date, COE shall occur on the next day that both are open for business.
- 29. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
- 30. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available
- 31. funds to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.

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Vacant Land/Lot Purchase Contract >>

- 1g. 32. **Possession:** Seller shall deliver access to keys and/or means to operate all locks, mailbox, and all common area facilities, 33. subject to the rights of tenants under existing leases, to Buyer at COE or _____. Broker(s) recommend that 34. the parties seek appropriate counsel from insurance, legal, tax, and accounting professionals regarding the risks of 35. pre-possession or post-possession of the Property.
- 1h. 36. **Addenda Incorporated:** Additional Clause Buyer Contingency Domestic Water Well H.O.A. 37. Loan Assumption On-site Wastewater Treatment Facility Seller Financing Short Sale 38. Vacant Land/Lot Purchase Contract Addendum Regarding Subdivided or Unsubdivided Land 39. Other: _____
- 1i. 40. **IF THIS IS AN ALL CASH SALE: Buyer shall provide Seller, within five (5) days or ____ days after Contract 41. acceptance, either a Letter of Credit or a Source of Funds Letter from a financial institution documenting the 42. availability of funds to close escrow as agreed. Section 2 shall not apply, GO TO SECTION 3.**

2. FINANCING

- 2a. 43. **Type of Financing:** Conventional FHA VA USDA Assumption Seller Carryback 44. _____ 45. (If financing is to be other than new financing, see attached addendum.)
- 2b. 46. **Financing: This sale is is not contingent upon Buyer obtaining a satisfactory financing commitment within Due 47. Diligence Period pursuant to Section 6a. (If sale is not contingent on a financing commitment, go to Section 2k.)**
- 2c. 48. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing commitment, 49. Buyer shall have the Due Diligence Period to obtain a financing commitment, including appraised value, satisfactory to Buyer in 50. Buyer's sole discretion, for a loan to purchase the Property or Buyer may cancel this Contract and receive a refund of the Earnest 51. Money. **PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, BUYER SHALL DELIVER TO SELLER AND ESCROW 52. COMPANY NOTICE THAT BUYER HAS NOT RECEIVED SUCH SATISFACTORY FINANCING COMMITMENT OR BUYER 53. SHALL BE DEEMED TO HAVE WAIVED THE FINANCING COMMITMENT CONTINGENCY AND ANY RIGHT TO CANCEL DUE 54. TO FINANCING.**
- 2d. 55. **Pre-Qualification:** If using Conventional, FHA, VA, or USDA financing, a completed AAR Pre-Qualification Form *is* 56. attached hereto and incorporated by reference.
- 2e. 57. **Loan Status Update:** Buyer shall deliver to Seller the Loan Status Update (LSU) with at a minimum lines 1-40 completed 58. describing the current status of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to 59. provide an updated LSU to Broker(s) and Seller upon request.
- 2f. 60. **Loan Processing During Escrow:** Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all 61. additional documentation required. **Buyer shall sign all loan documents no later than three (3) days prior to the COE Date.**
- 2g. 62. **Loan Costs:** Buyer shall pay all costs of obtaining the loan, except as provided herein.
- 2h. 63. **VA Loan Costs:** In the event of a VA loan, Seller agrees to pay the escrow fee and up to \$ _____ of loan 64. costs not permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein, including Seller's 65. Concessions.
- 2i. 66. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the 67. Pre-Qualification Form if attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make 68. any such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain 69. loan approval without Prior to Document (PTD) conditions, increase Seller's closing costs, or delay COE.
- 2j. 70. **Appraisal Fee(s):** Appraisal Fee(s), when required by Lender, shall be paid by Buyer Seller 71. Other _____ 72. Appraisal Fee(s) are are not included in Seller Concessions, if applicable.
- 2k. 73. **Partial Release, if applicable:** Buyer and Seller agree that any partial releases will be addressed under Additional Terms 74. and Conditions or attached Addendum. Broker(s) recommend the parties seek appropriate counsel regarding the risks of 75. partial release.

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- 21. 76. **Subordination:** If applicable, Seller carryback financing **is** **is not** to be subordinated to a construction loan. If Seller
- 77. agrees to subordination, such subordination shall only be allowed if the Seller Carryback financing is not in default and if the
- 78. Seller approves the terms and conditions of the construction loan to be recorded as a senior loan. Approval will not be
- 79. unreasonably withheld. **IF SELLER SUBORDINATES THE SELLER CARRYBACK FINANCING TO A SENIOR LOAN, THE**
- 80. **SELLER ACKNOWLEDGES THAT IN ORDER TO PROTECT THE SELLER CARRYBACK FINANCING, THE SELLER MAY**
- 81. **HAVE TO MAKE PAYMENTS ON THE SENIOR LOAN IF THE SENIOR LOAN IS IN DEFAULT.** Broker(s) recommend
- 82. the parties seek appropriate counsel regarding the risks of subordination.

3. TITLE AND ESCROW

- 3a. 83. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the
- 84. terms of this Contract shall be:

85. _____ PHONE

86. _____ FAX _____ EMAIL

87. _____ ADDRESS

- 3b. 88. **Title and Vesting:** Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and
- 89. tax consequences. Buyer is advised to obtain legal and tax advice.

- 3c. 90. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller
- 91. directly, addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete
- 92. and legible copies of all documents that will remain as exceptions to Buyer’s policy of Title Insurance (“Title Commitment”),
- 93. including but not limited to Conditions, Covenants and Restrictions (“CC&Rs”); deed restrictions; and easements within fifteen
- 94. (15) days after Contract acceptance. Buyer shall have prior to the expiration of the Due Diligence Period to provide written
- 95. notice of any items disapproved. Buyer shall be provided, at Seller’s expense, a Standard Owner’s Title Insurance Policy
- 96. showing the title vested in Buyer. Buyer may acquire extended coverage(s) at Buyer’s own additional expense.
- 97. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, restrictions, rights of way,
- 98. easements and all other matters of record or _____ deed.

- 3d. 99. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and
- 100. address of the Buyer to any homeowner’s association in which the Property is located. (ii) If the Escrow Company is also
- 101. acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the
- 102. Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for
- 103. any losses due to fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All documents necessary to
- 104. close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow
- 105. Company shall modify such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees,
- 106. unless otherwise stated herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all
- 107. parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company
- 108. shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is
- 109. provided, Escrow Company shall record the Affidavit at COE.

- 3e. 110. **Prorations, Expenses and Adjustments:**
- 111. *Taxes:* Real property taxes payable by the Seller shall be prorated through COE, based upon the latest tax bill available.
- 112. The parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be
- 113. handled as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.
- 114. *Rents, Interest and Expenses:* Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be
- 115. prorated through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.
- 116. *Deposits:* All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of
- 117. Buyer at COE or paid to Buyer by Seller at COE.

- 3f. 118. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at
- 119. COE as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is
- 120. determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibility for said
- 121. adjustments.

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- 3g. 122. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with
 123. Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions
 124. of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company
 125. against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees,
 126. arising from or relating in any way to the release of Earnest Money.

- 3h. 127. **Assessment Liens:** The amount of any assessment, other than homeowner’s association assessments, that is a lien as of
 128. the COE shall be: paid in full by Seller prorated and assumed by Buyer paid in full by Buyer. Any assessment that
 129. becomes a lien after COE is the Buyer’s responsibility.

- 3i. 130. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete,
 131. sign, and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant
 132. to the Foreign Investment in Real Property Tax Act (FIRPTA). Buyer and Seller acknowledge that if the Seller is a foreign
 133. person, the Buyer (or Escrow Company, as directed by Buyer) must withhold a tax of up to 15% of the purchase price, unless an
 134. exemption applies.

- 3j. 135. **Agricultural Foreign Investment Disclosure Act:** If applicable, Buyer and Seller shall comply with the Agricultural Foreign
 136. Investment Disclosure Act and make the required disclosures to the U.S. Department of Agriculture.

- 3k. 137. **TAX DEFERRED EXCHANGE:** If Seller or Buyer intends to enter into a tax-deferred exchange pursuant to I.R.C. §1031
 138. or otherwise, all additional costs in connection with any such tax-deferred exchange shall be borne by the party requesting the
 139. exchange. The non-requesting party agrees to cooperate in the tax-deferred exchange provided that the non-requesting party
 140. incurs no additional costs and COE is not delayed. The parties are advised to consult a professional tax advisor regarding the
 141. advisability of any such exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any
 142. liability that may arise from participation in the tax deferred exchange.

4. DISCLOSURES

- 4a. 143. **Vacant Land/Lot Seller Property Disclosure Statement (“VLSPDS”):** Seller shall deliver a completed AAR VLSPDS form to
 144. the Buyer within five (5) days after Contract acceptance.

- 4b. 145. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information
 146. pertinent to the Property within five (5) days after the Contract acceptance: (i) any information known to Seller that may
 147. adversely affect the Buyer’s use of the Property, (ii) any known pending special assessments, association fees, claims, or
 148. litigation, (iii) articles of incorporation; by-laws; other governing documents; and any other documents required by law, (iv)
 149. financial statements, current rent rolls, lists of current deposits, personal property lists, leases, rental agreements, service
 150. contracts, (v) soils, Phase I, or other environmental reports in Seller’s possession, (vi) the most recent survey, if available,
 151. and (vii) any and all other agreements, documents, studies, or reports relating to the Property in Seller’s possession or control
 152. provided, however, that Seller shall not be required to deliver any report or study if the written contract that Seller entered into
 153. with the consultant who prepared such report or study specifically forbids the dissemination of the report to others.

- 4c. 154. **Road Maintenance Agreement:** Seller shall provide to Buyer, within five (5) days after the Contract acceptance, a copy
 155. of any known road maintenance agreement affecting the Property.

- 4d. 156. **Seller’s Obligations Regarding Wells:** If a well is located on the Property, or if the Property is to be served by a shared
 157. well, the AAR Domestic Water Well Addendum is attached hereto and incorporated by reference. At COE, if applicable,
 158. Seller shall assign, transfer and convey to the Buyer all of the water rights, or claims to water rights, if any, held by Seller
 159. that are associated with the Property.

- 4e. 160. **No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings:** Seller represents that Seller has no notice or
 161. knowledge that any tenant on the Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller
 162. is not the subject of a bankruptcy, insolvency or probate proceeding.

- 4f. 163. **Seller’s Notice of Violations:** Seller represents that Seller has no knowledge of any notice of violations of City, County, State,
 164. or Federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the
 165. Property.

- 4g. 166. **Environmental Disclosure:** Seller has not knowingly caused or permitted the generation, storage, treatment, release or
 167. disposal of any hazardous waste or regulated substances at the Property except as otherwise disclosed.

- 4h. 168. **Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five or fewer parcels of property
 169. other than subdivided land are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in the form required
 170. by law to the Buyer within five (5) days after Contract Acceptance. Buyer shall provide notice of any Affidavit of Disclosure items
 171. disapproved within five (5) days after receipt of the Affidavit of Disclosure.

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- 4i. 172. **H.O.A./Condominium/Planned Community:** The Property is is not located within a homeowners' association/
173. condominium/planned community. If yes, the HOA addendum is attached hereto and incorporated by reference.
- 4j. 174. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Property or disclosures made herein, in the
175. SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by Section 5a, or
176. otherwise by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed prior
177. to the expiration of the Due Diligence Period or five (5) days after delivery of such notice, whichever is later, to provide notice of
178. disapproval to Seller.

5. WARRANTIES

- 5a. 179. **Seller Warranties:** Seller warrants and shall maintain and repair the Property so that at the earlier of possession or COE the
180. Property and any personal property included in the sale, will be in substantially the same condition as on the date of Contract
181. acceptance; and all personal property not included in the sale and all debris will be removed from the Property.
- 5b. 182. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and
183. any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the
184. consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for all labor,
185. professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the COE
186. in connection with the construction, alteration, or repair of any structure on or improvement to the Property. Seller warrants
187. that the information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic
188. tank or alternative system) is correct to the best of Seller's knowledge.
- 5c. 189. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect
190. the Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or
191. COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts
192. the Property. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Property**
193. **except disclosed as follows:** _____
194. _____

6. DUE DILIGENCE

- 6a. 195. **Due Diligence Period:** Buyer's due diligence and inspection period shall be thirty (30) days or _____ days after Contract acceptance
196. ("Due Diligence Period"). During Due Diligence Period Buyer shall perform all inspections and investigations to satisfy Buyer with respect
197. to the physical condition of the Property, financing, appraised value, the condition of title to the Property and as to the feasibility and
198. suitability of the Property for Buyer's intended purpose. During the Due Diligence Period, Buyer, at Buyer's expense, shall: (i) conduct all
199. desired physical, environmental, and other types of inspections and investigations to determine the value and condition of the Property;
200. (ii) make inquiries and consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities
201. concerning the feasibility and suitability of the Property and the surrounding area for the Buyer's intended purpose; (iii) investigate
202. applicable building, zoning, fire, health, and safety codes including applicable swimming pool barrier regulations to determine any
203. potential hazards, violations or defects in the Property; and (iv) verify any material multiple listing service ("MLS") information. If the
204. presence of sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity
205. is a material matter to the Buyer, it must be investigated by the Buyer during the Due Diligence Period. Buyer shall keep the Property free
206. and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all
207. damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection reports
208. concerning the Property obtained by Buyer. If Buyer cancels this Contract, Buyer shall return all documents provided by the Seller and
209. provide Seller with copies of all reports or studies generated by Buyer, provided, however, that Buyer shall not be required to deliver any
210. such report or study if the written contract that Buyer entered into with the consultant who prepared such report or study specifically
211. forbids the dissemination of the report or study to others. Buyer is advised to consult the Arizona Department of Real Estate *Buyer*
212. *Advisory* provided by AAR to assist in Buyer's due diligence inspections and investigations.
- 6b. 213. **Square Footage/Acreage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE/ACREAGE OF THE**
214. **PROPERTY, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON IS APPROXIMATE. IF SQUARE**
215. **FOOTAGE/ACREAGE IS A MATERIAL MATTER TO THE BUYER; IT MUST BE INVESTIGATED DURING THE DUE**
216. **DILIGENCE PERIOD.**
- 6c. 217. **Flood Hazard:** Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the Due
218. Diligence Period. If the Property is situated in an area identified as having any special flood hazards by any governmental entity, the
219. lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to encumber or improve
220. the Property.

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Vacant Land/Lot Purchase Contract >>

6d. 221. **Insurance: IF INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND OBTAIN**
222. **WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF INSURANCE FOR THE PROPERTY FROM BUYER'S**
223. **INSURANCE COMPANY DURING THE DUE DILIGENCE PERIOD.** Buyer understands that any fire, casualty, or other
224. insurance desired by Buyer or required by Lender should be in place at COE.

6e. 225. **Sewer or On-site Wastewater Treatment System:** The Property **does** **does not** contain an on-site wastewater
226. treatment system. If the Property is served by a conventional septic tank or alternative system, the AAR On-site Wastewater
227. Treatment Facility Addendum is incorporated herein by reference.

228. **IF A SEWER CONNECTION, OR THE AVAILABILITY OF A SEWER CONNECTION, IS A MATERIAL MATTER TO THE**
229. **BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD.**

230. (BUYER'S INITIALS REQUIRED) _____ BUYER BUYER

6f. 231. **Site/Soil Evaluation For Installation of On-site Wastewater Treatment Facility:** If the suitability of the Property for
232. installation of an on-site wastewater treatment facility (conventional septic tank or alternative system) and associated costs
233. are material to the Buyer, Buyer shall complete a site/soil evaluation and investigate all on-site wastewater treatment facility
234. installation costs within the Due Diligence Period. **NOTE: Buyer is advised that the site/soil evaluation is not binding on**
235. **the State-delegated County agency in any future permitting decision as to the suitability of the design or type of**
236. **facility for the Property.**

6g. 237. **LAND DIVISIONS: LAND PROPOSED TO BE DIVIDED FOR PURPOSES OF SALE OR LEASE IS SUBJECT TO**
238. **STATE, COUNTY AND MUNICIPAL LAWS, ORDINANCES AND REGULATIONS. IF STATE, COUNTY AND MUNICIPAL**
239. **REQUIREMENTS RELATING TO THE DIVISION OR SPLITTING OF THE PROPERTY ARE A MATERIAL MATTER TO**
240. **THE BUYER, THEY MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD. BROKER(S) HAVE MADE**
241. **NO REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE ABILITY TO DIVIDE OR SPLIT THE PROPERTY.**

242. (BUYER'S INITIALS REQUIRED) _____ BUYER BUYER

6h. 243. **ROADS: IF ROADWAYS, COST AND RESPONSIBILITY FOR ROAD MAINTENANCE, IMPROVEMENTS OR ACCESS IS A**
244. **MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED BY BUYER DURING DUE DILIGENCE PERIOD.**

6i. 245. **Survey:** A survey **shall** **shall not** be performed. If to be performed, the survey shall be performed by a licensed
246. surveyor within the Due Diligence Period or _____ days after Contract acceptance.
247. Cost of the survey shall be paid by Seller Buyer Other: _____.

248. The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona Land Boundary
249. Survey Minimum Standards".

6j. 250. Survey instructions are: A boundary survey and survey plat showing the corners either verified
251. or monumentation.
252. A survey certified by a licensed surveyor, acceptable to Buyer and the Title
253. Company, in sufficient detail for an American Land Title Association ("ALTA")
254. Owner's Policy of Title Insurance with boundary, encroachment or survey
255. exceptions and showing all improvements, utility lines and easements on
256. the Property or within five (5) feet thereof.
257. Other survey terms: _____
258. _____
259. _____
260. _____

261. (BUYER'S INITIALS REQUIRED) _____ BUYER BUYER

6k. 262. **WELL WATER/WATER RIGHTS: IF WELL WATER/WATER RIGHTS IS/ARE A MATERIAL MATTER TO THE BUYER, IT**
263. **MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.**

6l. 264. **BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES AND AGREES THAT BROKER(S) ARE**
265. **NOT QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PROPERTY OR THE**
266. **SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO**
267. **ASSIST IN BUYER'S DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE**
268. **PROPERTY AND SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKERS EXPERTISE AND LICENSING,**
269. **BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR**
270. **CONDITIONS THAT COULD HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.**

271. (BUYER'S INITIALS REQUIRED) _____ BUYER BUYER >>

SELLER SELLER <Initials

Initials> BUYER BUYER

Vacant Land/Lot Purchase Contract >>

- 6m. 272. **Due Diligence Period Notice:** Prior to expiration of the Due Diligence Period, Buyer shall deliver to Seller a signed notice of 273. any items disapproved. AAR's Vacant Land/Lot Buyer's Due Diligence Notice and Seller's Response form is available for this 274. purpose. Buyer shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all Due 275. Diligence Period items disapproved shall be provided in a single notice.
- 6n. 276. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of any aspect of the Property, financing, title, or other 277. matter, Buyer shall deliver to Seller notice of the items disapproved and state in the notice that Buyer elects to either:
 - 278. (1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or
 - 279. (2) provide the Seller an opportunity to correct the items disapproved, in which case:
 - 280. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of
 - 281. items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall
 - 282. conclusively be deemed Seller's refusal to correct any of the items disapproved.
 - 283. (b) **If Seller agrees in writing to correct item(s) disapproved, Seller shall correct the items, complete any**
 - 284. **repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs**
 - 285. **to Buyer three (3) days or _____ days prior to COE Date.**
 - 286. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five
 - 287. (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first,
 - 288. and all Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as
 - 289. provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.
- 290. VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will
- 291. extend response times or cancellation rights.
- 292. BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN
- 293. THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE
- 294. TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.
- 6o. 295. **Inspection(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct inspection(s) of the Property for
- 296. the purpose of satisfying Buyer that any corrections agreed to by the Seller have been completed and that the Property is in
- 297. substantially the same condition as on the date of Contract acceptance. If Buyer does not conduct such inspection(s), Buyer
- 298. releases Seller and Broker(s) from liability for any defects that could have been discovered.

7. REMEDIES

- 7a. 299. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any
- 300. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If
- 301. the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall
- 302. become a breach of Contract.
- 7b. 303. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the
- 304. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative
- 305. Dispute Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages
- 306. in the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at
- 307. Seller's option, accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not a breach of
- 308. Contract. The parties expressly agree that the failure of any party to comply with the terms and conditions of Section 1f to
- 309. allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, will constitute a
- 310. material breach of this Contract, rendering the Contract subject to cancellation.
- 7c. 311. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating
- 312. to this Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs
- 313. shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes
- 314. or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in
- 315. the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to
- 316. the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The
- 317. decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in
- 318. any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30)
- 319. days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to
- 320. resort to court action.
- 7d. 321. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the
- 322. Small Claims Division of an Arizona Justice Court (up to \$3,500) so long as the matter is not thereafter transferred or removed from
- 323. the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or
- 324. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that
- 325. is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action

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<Initials	
SELLER	SELLER

Initials>	
BUYER	BUYER

Vacant Land/Lot Purchase Contract >>

- 7e. 326. ("lis pendens"), or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the
- 327. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.
- 328. **Attorneys Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to
- 329. this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees,
- 330. expert witness fees, fees paid to investigators, and arbitration costs.

8a. 8. ADDITIONAL TERMS AND CONDITIONS

- 331. _____
- 332. _____
- 333. _____
- 334. _____
- 335. _____
- 336. _____
- 337. _____
- 338. _____
- 339. _____
- 340. _____
- 341. _____
- 342. _____
- 343. _____
- 344. _____
- 345. _____
- 346. _____
- 347. _____
- 348. _____
- 349. _____
- 350. _____
- 351. _____
- 352. _____
- 353. _____
- 354. _____
- 355. _____
- 356. _____
- 357. _____
- 358. _____

- 8b. 359. _____
- 360. _____

361. **Risk of Loss:** If there is any loss or damage to the Property between the date of Contract acceptance and COE or

- 8c. 362. possession, whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the
- 363. Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase
- 8d. 364. price, either Seller or Buyer may elect to cancel the Contract.

8e. 365. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.

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

- 8f. 367. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations
- 368. described herein.

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SELLER	SELLER

<Initials

Initials>

BUYER	BUYER

Vacant Land/Lot Purchase Contract >>

369. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed
370. by separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously
371. paid. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE.
8g. 372. If Buyer is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE
373. FOR THE SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF
374. REALTORS®, OR MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT.

375. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original
8h. 376. Contract. This Contract and any other documents required by this Contract may be executed by facsimile or other
377. electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein.
378. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.

8i. 379. **Days:** All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and
380. end at 11:59 p.m.

381. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event
382. from which the time period begins to run is not included and the last day of the time period is included. Contract acceptance
8j. 383. occurs on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the
384. appropriate Broker. Acts that must be performed three days prior to the COE Date must be performed three full days prior (i.e.,
385. if COE Date is Friday the act must be performed by 11:59 p.m. on Monday).

386. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller
8k. 387. and Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a
388. writing signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this
389. Contract.

8l. 390. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands
391. that any subsequent offer accepted by the Seller must be a backup offer contingent on the cancellation of this Contract.

8m. 392. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by
393. delivering notice stating the reason for cancellation to the other party or to the Escrow Company. Cancellation shall become
394. effective immediately upon delivery of the cancellation notice.

8n. 395. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in
396. writing and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic
397. mail, if email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as
398. indicated in Section 8q, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 3a.

399. **Earnest Money:** Earnest Money is in the form of: Personal Check Other _____
400. If applicable, Earnest Money has been received by Broker named in Section 8q and upon acceptance of this offer will be
8o. 401. deposited with: Escrow Company Broker's Trust Account. Buyer acknowledges that failure to pay the required
402. closing funds by the scheduled Close of Escrow, if not cured after a cure notice is delivered pursuant to Section 7a, shall be
403. construed as a material breach of this contract and all earnest money shall be subject to forfeiture.

404. **RELEASE OF BROKER(S): SELLER AND BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY**
405. **BROKER(S) IN THIS TRANSACTION FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING FINANCING, THE**
406. **CONDITION, SQUARE FOOTAGE/ACREAGE, LOT LINES, BOUNDARIES, VALUE, RENT ROLLS, ENVIRONMENTAL**
407. **PROBLEMS, SANITATION SYSTEMS, ABILITY TO DIVIDE OR SPLIT THE PROPERTY, BUILDING CODES, GOVERNMENTAL**
408. **REGULATIONS, INSURANCE, PRICE AND TERMS OF SALE, RETURN ON INVESTMENT, OR ANY OTHER MATTER**
8p. 409. **RELATING TO THE VALUE OR CONDITION OF THE PROPERTY.**

410. **(BUYER'S AND SELLER'S INITIALS REQUIRED)** _____ SELLER _____ SELLER _____ BUYER _____ BUYER

411. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and
412. a signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named in Section 8q
413. by _____, _____ at _____ a.m. / p.m., Mountain Standard Time. Buyer
8q. 414. may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this
415. date and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned.

416. THIS CONTRACT CONTAINS TEN PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. ENSURE THAT YOU HAVE
417. RECEIVED AND READ ALL TEN PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

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SELLER SELLER

<Initials

Initials>

BUYER BUYER

Vacant Land/Lot Purchase Contract >>

418. **Broker on behalf of Buyer:**

419. _____
 PRINT SALESPERSON NAME AGENT MLS CODE AGENT STATE LICENSE NO.

420. _____
 PRINT SALESPERSON NAME AGENT MLS CODE AGENT STATE LICENSE NO.

421. _____
 PRINT FIRM NAME FIRM MLS CODE

422. _____
 FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

8r.

423. _____
 PREFERRED TELEPHONE FAX EMAIL

8s.

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

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

426. **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.**

428. _____
 ^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

429. _____
 ADDRESS ADDRESS

430. _____
 CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

9a.

9. SELLER ACCEPTANCE

431. **Broker on behalf of Seller:**

432. _____
 PRINT SALESPERSON NAME AGENT MLS CODE AGENT STATE LICENSE NO.

433. _____
 PRINT SALESPERSON NAME AGENT MLS CODE AGENT STATE LICENSE NO.

434. _____
 PRINT FIRM NAME FIRM MLS CODE

435. _____
 FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.

9b.

436. _____
 PREFERRED TELEPHONE FAX EMAIL

9c.

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

438. the Seller; or both the Buyer and Seller

439. **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 in Section 9a to deliver a copy to Buyer.**

441. Counter Offer is attached, and is incorporated herein by reference. Seller should sign both this offer and the Counter Offer.

442. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

443. _____
 ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

444. _____
 SELLER'S NAME PRINTED SELLER'S NAME PRINTED

445. _____
 ADDRESS ADDRESS

446. _____
 CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

OFFER REJECTED BY SELLER: _____ , 20 _____
 MONTH DAY YEAR (SELLER'S INITIALS)

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

BUYER-BROKER EXCLUSIVE EMPLOYMENT AGREEMENTDocument updated:
October 2022

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.



1. **Buyer/Tenant:** _____ (“Buyer”)
2. **Firm:** _____ (“Broker”)
(FIRM NAME)
3. **Agent:** _____
(AGENT’S NAME) (AGENT’S NAME)
4. **Term:** This Agreement shall commence on _____ and expire at 11:59 p.m. on _____.
5. **Employment:** Broker agrees to:
6. a. locate Property meeting the following general description:
7. Residential Land Commercial Other: _____ (“Property”)
8. within the following geographical area(s): _____;
9. b. negotiate at Buyer’s direction to obtain acceptable terms and conditions for the purchase, exchange, option or lease of the Property;
10. c. assist Buyer during the transaction within the scope of Broker’s expertise and licensing.
11. **Agency Relationship:** The agency relationship between Buyer and Broker shall be:
12. as set forth in the Real Estate Agency Disclosure and Election form.
13. Other: _____
14. **Retainer Fee:** Buyer agrees to pay Broker a non-refundable fee in the amount of \$ _____, which is earned when paid, for initial
15. consultation and research. This fee shall shall not be credited against any other compensation owed by Buyer to Broker
16. as pursuant to Lines 28 – 32.
17. **Property Viewings:** Buyer agrees to work exclusively with Broker and be accompanied by Broker on Buyer’s first visit to any Property.
18. **If Broker does not accompany Buyer on the first visit to any Property, including a model home, new home/lot or “open house”**
19. **held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, seller or seller’s broker may refuse to**
20. **compensate Broker, which will eliminate any credit against the compensation owed by Buyer to Broker.**
21. **Due Diligence:** Once an acceptable Property is located, Buyer agrees to act in good faith to acquire the Property and conduct any
22. inspections/investigations of the Property that Buyer deems material and/or important.
23. *Note: Buyer acknowledges that pursuant to Arizona law, Sellers, Lessors and Brokers are not obligated to disclose that a Property*
24. *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*
25. *a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common*
26. *occupancy of real estate; or (3) located in the vicinity of a sex offender.*
27. **Buyer agrees to consult the Arizona Department of Real Estate Buyer Advisory at: [www.aaronline.com/manage-risk/buyer-](http://www.aaronline.com/manage-risk/buyer-advisory-3/)**
28. **[advisory-3/](http://www.aaronline.com/manage-risk/buyer-advisory-3/) to assist in Buyer’s inspections and investigations.**
29. **Compensation:** Buyer agrees to compensate Broker as follows:
30. The amount of compensation shall be: _____
31. or the compensation Broker receives from seller or seller’s broker, whichever is greater. In either event, Buyer authorizes Broker to accept
32. compensation from seller or seller’s broker, which shall be credited against any compensation owed by Buyer to Broker pursuant to this
33. Agreement. Broker’s compensation shall be paid at the time of and as a condition of closing or as otherwise agreed upon in writing.
34. Buyer agrees to pay such compensation if within _____ calendar days after the termination of this Agreement, Buyer enters into an
35. agreement to purchase, exchange, option or lease any Property shown to Buyer or negotiated by Broker on behalf of Buyer during
36. the term of this Agreement, unless Buyer has entered into a subsequent buyer-broker exclusive employment agreement with another
37. broker.
38. If completion of any transaction is prevented by Buyer’s breach or with the consent of Buyer other than as provided in the purchase
39. contract, the total compensation shall be due and payable by Buyer.
40. COMMISSIONS PAYABLE ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS[®] OR MULTIPLE LISTING
41. SERVICE OR IN ANY MANNER OTHER THAN AS NEGOTIATED BETWEEN BROKER AND BUYER.

>>

Buyer-Broker Exclusive Employment Agreement >>

42. **Additional Terms:**

43. _____

44. _____

45. _____

46. **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 has no duty to 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.

50. **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.

52. **Alternative Dispute Resolution ("ADR"):** Buyer and Broker 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 nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

60. **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.

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

63. **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.

65. **Entire Agreement:** This Agreement, and any addenda and attachments, shall constitute the entire agreement between Buyer and Broker, 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.

68. **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.

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

71. _____
^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

72. _____
^ BUYER'S NAME PRINTED ^ BUYER'S NAME PRINTED

73. _____
ADDRESS CITY STATE ZIP CODE

74. _____
TELEPHONE EMAIL ADDRESS FAX

75. _____
FIRM NAME

76. _____
ADDRESS CITY STATE ZIP CODE

77. _____
^ 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

DISCLOSURE OF BUYER AGENCY AND SELLER WAIVER AND CONFIRMATION (This is NOT an employment agreement)

Document updated:
October 2022



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.



Seller(s): _____

Buyer(s): _____

Property: _____

Firm Name ("Buyer's Broker"): _____

acting through _____

LICENSEE'S NAME

LICENSEE'S NAME

Arizona Department of Real Estate Rule R4-28-1102 requires that all negotiations be conducted exclusively through the Seller's broker or the Seller's broker's representative unless the Seller waives this requirement in writing and no licensed representative of the Seller's broker is available for 24 hours.

SELLER WAIVER AND CONFIRMATION

Seller has entered into an employment (listing) agreement with another broker pursuant to which the Seller's broker will not be present to negotiate the offer, and agrees that all offers will be presented and negotiated by the Buyer's Broker directly with Seller.

Seller waives the requirement that all negotiations be conducted exclusively through the Seller's broker or the Seller's broker's representative. Seller confirms that no licensed representative of Seller's broker will be available for 24 hours based on the Seller's agreement with the Seller's broker.

DISCLOSURE OF BUYER AGENCY

Seller acknowledges that Buyer's Broker is acting solely as Buyer's agent and Buyer's Broker is NOT representing Seller in regard to the Property. As Buyer's agent, Buyer's Broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting to Buyer. These duties require that all information given to Buyer's Broker by Seller regarding the Property and the transaction must be disclosed to Buyer. Further, all acts of Buyer's Broker are exclusively for the Buyer's benefit.

The undersigned Seller(s) hereby agrees to the terms and conditions herein and acknowledges receipt of a copy hereof.

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

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

