

RESIDENTIAL TRANSACTION DOCUMENTS

S A M P L E



Compliments Of:



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DH

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RESIDENTIAL LISTING CONTRACT EXCLUSIVE RIGHT TO SELL/RENT

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1. PARTIES

1. OWNER/SELLER: _____
2. _____ ("Owner")
3. BROKER: Home Realty _____ acting through
FIRM NAME
4. Deah Hendriksz _____ ("Listing Broker")
AGENT'S NAME AGENT'S NAME

2. PROPERTY

5. **Premises:** Owner agrees to sell or rent the real property with all improvements, fixtures, and appurtenances thereon or incidental thereto, plus the personal property described herein (collectively the "Premises").
7. Premises Address: 123 Main St Assessor's #: _____
8. City: _____ County: _____ AZ, Zip Code: _____
9. Legal Description: _____
10. _____
11. _____
12. _____
13. _____

3. LISTING PRICE AND TERM

14. **Agreement:** This Residential Listing Contract - Exclusive Right to Sell/Rent ("Agreement") is between Owner and Listing Broker. In consideration of Listing Broker's agreement to find a ready, willing, and able buyer or tenant, Owner gives Listing Broker the exclusive and irrevocable right to: ☐ **Sell** ☐ **Rent** ☐ **Sell and Rent** the Premises described above.
17. Owner acknowledges the signing more than one Exclusive Agency or other form of listing contract for the same Term could expose the Owner to liability for additional compensation.
19. **Price:** The listing price shall be: **Sale** \$ _____ and **Rent** \$ _____ per month, plus (in the case of a rental) all applicable lease or rental (transaction privilege) taxes or such other price and terms as are accepted by Owner.
21. **Term:** This Agreement shall commence on _____ and shall expire at 11:59 p.m. Mountain Standard Time on _____ ("Expiration Date"). Upon full execution of a contract for sale or lease of the Premises, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sale or lease agreement.
24. **Capacity:** Owner or any party that Owner designates to act on their behalf warrants that they have the legal capacity, full power and authority to enter into this Agreement, deliver marketable title to the Premises, and consummate the transaction contemplated hereby.
27. **Modification:** This Agreement may be modified only in writing signed by Owner and Listing Broker.
28. **Equal Housing Opportunity:** Listing Broker and Owner shall comply with all federal, state and local fair housing laws and regulations, including, but not limited to, non-discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

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Residential Listing Contract - Exclusive Right to Sell/Rent >>**4. COMPENSATION**

31. **LISTING BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®,**
 32. **MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN LISTING**
 33. **BROKER AND OWNER IN THIS AGREEMENT. SHOULD THE OWNER CHOOSE TO OFFER COMPENSATION TO A**
 34. **BUYER BROKER OR TENANT BROKER, THE OFFERED AMOUNT IS ALSO FULLY NEGOTIABLE AND AGREED**
 35. **UPON AFTER DISCUSSION WITH THE LISTING BROKER.**

36. (OWNER'S INITIALS REQUIRED) _____

37. **All funds are to be in U.S. currency.**

38. Owner agrees to compensate Listing Broker and other broker, if any, as follows:

39. (Check if applicable) ☐ **Retainer:** Owner agrees to pay Listing Broker a non-refundable retainer fee in the amount of
 40. \$_____, within five (5) days or _____ days of execution of this Agreement, which is earned when paid, for
 41. initial consultation, research and other services. This fee ☐ **shall** ☐ **shall not** be credited against the Listing Broker
 42. compensation.

43. **Listing Broker Compensation:** If Listing Broker produces a ready, willing and able buyer or tenant in accordance
 44. with this Agreement, or if a sale or rental of the Premises is made by Owner or through any other broker, or otherwise,
 45. during the Term of this Agreement, Owner agrees to pay Listing Broker compensation of _____.

46. ☐ **Sale:** _____% of the full purchase price **OR** \$_____

47. **Additional Listing Broker Compensation:**

48. **Unrepresented Buyer:** ☐ Owner agrees to pay Listing Broker additional compensation of _____% of the full
 49. purchase price **OR** \$_____ if the buyer of the Premises is not represented by a buyer broker.

50. **Buyer Broker:** ☐ Owner authorizes Listing Broker to communicate an offer of compensation to a prospective buyer
 51. broker in the amount of _____% of the full purchase price **OR** \$_____ ("Offer Amount").

52. Owner's authorization includes consent for the Listing Broker to enter into an agreement with a prospective buyer
 53. broker to compensate the broker if they represent the buyer of the Premises. In such circumstances, Owner shall
 54. provide Listing Broker the funds necessary to pay the agreed upon buyer broker compensation, not to exceed the
 55. Offer Amount. Owner shall also pay Listing Broker the Offer Amount as additional compensation if any agent of Listing
 56. Broker represents the buyer of the Premises.

57. Owner acknowledges that buyer broker represents the interest of the buyer(s), and not the interest of Owner, in a
 58. transaction unless agent(s) of Listing Broker represent both Owner and buyer under Limited Representation as
 59. described in Section 6. Owner also acknowledges that the buyer broker may credit part, or all, of their compensation
 60. to the buyer.

61. ☐ **Rental:** _____% of the gross rental amount as calculated for the entire term of the initial lease, **OR** \$_____,
 62. upon execution of lease agreement.

63. **Additional Listing Broker Compensation:**

64. **Unrepresented Tenant:** ☐ Owner agrees to pay Listing Broker additional compensation of _____% of the
 65. gross rental amount as calculated for the entire term of the initial lease **OR** \$_____ if the tenant of the Premises
 66. is not represented by a tenant broker.

67. **Tenant Broker:** ☐ Owner authorizes Listing Broker to communicate an offer of compensation to a prospective tenant
 68. broker in the amount of _____% of the gross rental amount as calculated for the entire term of the initial lease
 69. **OR** \$_____ ("Offer Amount").

70. Owner's authorization includes consent for the Listing Broker to enter into an agreement with a prospective tenant broker
 71. to compensate the broker if they represent a tenant who leases the Premises. In such circumstances, Owner shall provide
 72. Listing Broker the funds necessary to pay the agreed upon tenant broker compensation, not to exceed the Offer Amount.
 73. Owner shall also pay Listing Broker the Offer Amount as additional compensation if any agent of Listing Broker represents
 74. the tenant who leases the Premises.

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75. Owner acknowledges that tenant broker represents the interest of the tenant(s), and not the interest of Owner, in a transaction
 76. unless the agent(s) of Listing Broker represent both Owner and tenant under Limited Representation as described in Section
 77. 6. Owner also acknowledges that tenant broker may credit part, or all, of their compensation to the tenant.
78. **Rental Renewal or Extension:** Regardless of whether this Agreement has expired, Owner agrees to pay Listing Broker
 79. compensation of _____% of the gross rental amount **OR** \$_____ within (five) 5-days of rental renewal or
 80. extension.
81. **Purchase by Tenant:** If during the terms of any rental of the Premises, including any renewals or holdovers, or within
 82. days after the rental's termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the
 83. sale compensation described in Section 4 shall be deemed earned by and payable to Listing Broker.
84. **Broker (dispute):** In the event a dispute arises between Listing Broker and any other broker(s) regarding payment of
 85. compensation, Owner shall not revoke or seek to amend compensation previously offered. Any compensation dispute
 86. between Brokers shall be resolved after the close of escrow in accordance with the REALTORS® Dispute Resolution
 87. System, or as otherwise agreed.
88. **Withdrawn/Cancelled Listings:** The same amount of sale or rental compensation shall be due and payable to Listing
 89. Broker if, without the consent of Listing Broker, the Premises is withdrawn from this Agreement, otherwise withdrawn
 90. from sale or rental, or is rented, transferred, or conveyed by Owner through any other broker or otherwise.
91. **Payment from Escrow or Rent:** Owner instructs the escrow company, if any, to pay all such compensation to Listing
 92. Broker by check, wire transfer, or certified funds as a condition to closing or upon cancellation of the escrow, and
 93. irrevocably assigns to Listing Broker, to the extent necessary, money payable to Owner at the closing or cancellation
 94. of escrow. Listing Broker is authorized to deduct compensation owed to Listing Broker from any rent or other monies
 95. received by Listing Broker on Owner's behalf.
96. **After Expiration:** After the expiration of this Agreement, the same compensation, as appropriate, shall be payable
 97. if a sale or rental is made by Owner to any person to whom the Premises has been shown or with whom Owner or
 98. any broker has negotiated concerning the Premises during the term of this Agreement: (i) within _____ days after the
 99. expiration of this Agreement, unless the Premises has been listed on an exclusive basis with another broker; (ii) during
 100. the pendency, including the closing, of any purchase contract or escrow relating to the Premises that was executed or
 101. opened during the term of this Agreement; or (iii) as contemplated by Section 4.
102. **Failure to Complete:** If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner,
 103. the entire sale or rental compensation, as appropriate, shall be paid to Listing Broker by Owner. If any earnest deposit is
 104. forfeited for any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or
 105. the full amount of the compensation.
106. **Construction:** To the maximum extent permitted by applicable law, this Agreement shall be construed as limiting
 107. applicable provisions of law relating to when compensation is earned or payable. In the event of any express
 108. disagreement between any provision of this Agreement and the requirements of applicable law, the applicable provision of
 109. this Agreement shall be deemed as modified to the minimum extent necessary to ensure compliance with applicable law.

5. FIXTURES & PERSONAL PROPERTY

110. **Fixtures and Personal Property:** For purposes of this Agreement, fixtures shall mean property attached/affixed to the
 111. Premises. Owner agrees that all existing: fixtures on the Premises, personal property specified herein, and means to
 112. operate fixtures and property (i.e., remote controls) shall convey in this sale or rental. Including the following:
- 113. • built-in appliances, ceiling fans and
 - 114. • remotes
 - 115. • central vacuum, hose, and attachments
 - 116. • draperies and other window coverings
 - 117. • fireplace equipment (affixed)
 - 118. • floor coverings (affixed)
 - 119. • free-standing range/oven
 - 120. • garage door openers and remotes
 - 121. • light fixtures
 - 122. • mailbox
 - media antennas/satellite dishes (affixed)
 - outdoor fountains and lighting
 - outdoor landscaping (i.e., shrubbery, trees and unpotted plants)
 - shutters and awnings
 - smart home devices, access to which shall be transferred (i.e., video doorbell, automated thermostat)
 - speakers (flush-mounted)
 - storage sheds
 - storm windows and doors
 - stoves: gas-log, pellet, wood-burning
 - timers (affixed)
 - towel, curtain and drapery rods
 - wall mounted TV brackets and hardware (excluding TVs)
 - water-misting systems
 - window and door screens, sun shades

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123. If owned by Owner, the following items also are included in this sale or rental:

- | | |
|---|--|
| 124. • affixed alternate power systems serving the Premises | • security and/or fire systems and/or alarms |
| 125. (i.e., solar) | • water purification systems |
| 126. • in-ground pool and spa/hot tub equipment and covers | • water softeners |
| 127. (including any mechanical or other cleaning systems) | |

128. **Additional Existing Personal Property Which may be Included in this Sale (if checked):**

129. ☐ refrigerator(s) (description): _____
130. ☐ washer(s) (description): _____
131. ☐ dryer(s) (description): _____
132. ☐ above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): _____
133. _____
134. ☐ other: _____

135. Additional items of personal property which may be included in the sale or rental: _____

136. _____

137. **Leased or Not Owned Items:** The following items are leased or not owned by Owner (if checked):

138. ☐ solar system ☐ alarm system ☐ propane tank ☐ water softener

139. Other leased or lien items not included in the sale or rental: _____
140. _____
141. _____
142. Fixtures not included in the sale or rental: _____
143. _____

6. AGENCY

144. **Owner Representation:** Listing Broker, on all releases, Owner in any resulting transaction during the term of this

145. Agreement, except as specified in Section 1. Unless otherwise agreed, Listing Broker acts as Owner's agent only

146. and has the duties of loyalty, obedience, disclosure, confidentiality, and accounting (Fiduciary Duties) as well as

147. other duties imposed by the Arizona Department of Real Estate. Owner acknowledges that Listing Broker may show

148. prospective buyers the Premises and that this will not constitute a conflict of interest.

149. **Conduct of Broker:** Regardless of whom they represent, all brokers have the obligation to: (i) treat all parties to

150. a transaction fairly; (ii) disclose, in writing, all facts known to the licensee that may materially and adversely affect

151. the consideration to be paid for the premises; and (iii) disclose that Owner or buyer(s) may be unable to perform.

152. REALTORS® are further obligated by the National Association of REALTORS® Code of Ethics to treat all parties

153. honestly.

154. **Limited Representation:** Limited agency may occur when Listing Broker procures a buyer(s) for the Premises.

155. In this situation, the same real estate company may represent the Owner's interest and the buyer's interest but not to

156. the detriment of the other party. Listing Broker can legally represent both parties with the knowledge and prior written

157. consent of both parties.

158. **What Listing Broker Cannot Disclose to Clients Under Limited Representation:** (i) confidential information the

159. Listing Broker may know about a client, without the client's express consent; (ii) the price or terms the Owner will take

160. other than the Price without permission of the Owner; (iii) the price or terms the buyer(s) is willing to pay without

161. permission of the buyer(s); (iv) a recommended or suggested price or terms the buyer(s) should offer; and (v) a

162. recommended or suggested price or terms the Owner should counter with or accept.

163. **Competing Owners:** Owner understands that Listing Broker may have or obtain listings on other properties, and that

164. potential buyer(s) may consider, make offers on, or purchase through Listing Broker, property the same as or similar

165. to Owner's Premises. Owner consents to Listing Broker's representation of Owners and buyer(s) of other properties

166. before, during, and upon expiration of this Agreement.

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167. **Listing Broker's Role:** Listing Broker is not responsible for the custody or condition of the Premises or its
 168. management (except under separate contract), upkeep, or repair.
169. **Advertising:** Owner agrees not to advertise or market the Premises in any manner without the prior written permission of Broker.
170. **Multiple Listing Service (MLS):** Listing Broker is authorized to provide any and all information regarding the Premises to
 171. any MLS of which Listing Broker is a participant and to publish and disseminate such information in print or electronic form
 172. to MLS participants and the general public, including dissemination of the information through Internet Data Exchanges
 173. (IDX) and Virtual Office Websites (VOWs). Listing Broker is authorized to report the sale or rental of the Premises and its
 174. price, terms and financing for dissemination through the MLS to MLS participants and the general public.
175. All terms of the transaction, including sale price and financing, if applicable, (i) will be provided to the MLS(s); and
 176. (ii) may be provided to the MLS even if the Premises is not listed with the MLS(s).
177. **Signs:** Listing Broker ☐ **IS** ☐ **IS NOT** allowed to place Listing Broker's "For Sale" sign or "For Rent" sign in
 178. conjunction with any customary sign rider on the Premises, and in the event of a sale, a "Sold" or "Pending" sign, or
 179. lease, a "Rented" sign (at Listing Broker's discretion) on the Premises. Seller acknowledges that any public marketing
 180. of the Premises will require submission to the MLS within one business day.
181. **Photos/Video:** Owner ☐ **DOES** ☐ **DOES NOT** authorize Listing Broker to place photos/video images/virtual tours of
 182. the Premises on the internet and other media, electronic and on-line media platforms. If authorized by Owner to do so,
 183. such marketing will be performed at the sole discretion of Listing Broker. Owner is cautioned to protect items in view.
184. Owner acknowledges that once images are placed on the internet, neither Listing Broker nor Owner has control
 185. over who can view such images and what use viewers may make of the images, or how long such images may
 186. remain available on the internet. Owner further assigns any rights, if owned, in all images to the Listing Broker
 187. and agrees that such images are the property of Listing Broker and that Listing Broker may use such images for
 188. advertising, including post sale and for Listing Broker's business in the future.
189. **Lockbox/Keysafe:** Listing Broker ☐ **IS** ☐ **IS NOT** authorized to install a lockbox/keysafe. A lockbox/keysafe is
 190. designed to hold a key to the Premises to permit access to the Premises by Listing Broker, cooperating brokers, MLS
 191. participants, their authorized licensees and representatives, authorized inspectors, and prospective buyers. Listing
 192. Broker, cooperating brokers, MLS and Association/Boards of REALTORS® are not insurers against injury, theft,
 193. loss, vandalism or damage attributed to the use of a lockbox/keysafe. If Premises is rented, Owner must comply with
 194. providing proper notice to tenants pursuant to Arizona law.
195. **Offers:** Listing Broker ☐ **IS** ☐ **IS NOT** authorized to disclose the existence of offers, which includes the sales price
 196. and terms of sale or rent price and terms of lease, on the Premises.
197. **Subsequent Purchase or Lease Offers:** Listing Broker acknowledges that Owner has the right to accept subsequent
 198. offers until the close of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner
 199. understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the
 200. cancellation or other nullification of any contracts arising from the acceptance of earlier offers.
201. (Check if applicable) ☐ **Accept backup offers** ☐ **Withhold verbal offers** ☐ **Withhold all offers** once Owner
 202. accepts a purchase contract or lease agreement for the Premises.
203. Listing Broker will change or maintain the correct MLS Listing status in accordance with the MLS Rules and
 204. Regulations and any associated policies.
205. **Cancellation:** Listing Broker reserves the right to cancel this Agreement unilaterally for cause, which shall include,
 206. but is not limited to, Listing Broker's good faith belief that any service requested of Listing Broker or any action
 207. undertaken by anyone other than Listing Broker is (or could be determined to be) in violation of any applicable law.

8. OWNER OBLIGATION

208. **Premises Access:** Owner shall provide access to the Premises at reasonable times and upon reasonable notice to
 209. allow for showing the Premises to prospective buyers and cooperating brokers.

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210. **Security, Insurance, Showings, Audio and Video:** Broker(s) is not responsible for loss of or damage to personal
 211. or real property or person, whether attributable to use of a key safe/lockbox, a showing of the Premises, or otherwise.
 212. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to,
 213. and take videos and photographs of the interior of the Premises. Owner agrees to: (i) take reasonable precautions to
 214. safeguard and protect valuables that might be accessible during showings of the Premises; and (ii) obtain insurance to
 215. protect against these risks. Broker does not maintain insurance for the Owner's benefit. Persons visiting the Premises
 216. may not be aware that they could be recorded by audio or visual devices installed by Owner (such as "nanny cams"
 217. and hidden security cameras).
218. Owner is advised to post notice disclosing the existence of security devices on the Premises, if any.
219. **Adverse Information:** Owner has disclosed to Listing Broker all material latent defects and information concerning
 220. the Premises known to Owner, including all material information relating to: (i) connection to a public sewer system,
 221. septic tank or other sanitation system; (ii) the existence of any tax, judgment or other type of lien; (iii) past or present
 222. infestation by or treatment for wood-destroying pests or organisms; and (iv) past or present repair of the Premises
 223. for damage resulting from wood destroying pests or organisms. During the term of this Agreement, Owner agrees
 224. to continue disclosing to Listing Broker all additional information of the type required by the preceding sentence
 225. promptly after Owner becomes aware of any such information by updating the Seller's Property Disclosure Statement,
 226. Residential Lease Owner's Property Disclosure Statement or other written notice.
227. **Disclosures:** Owner shall provide Listing Broker with accurate information about the Premises. Owner acknowledges
 228. that Arizona law requires Owner to disclose material (important) facts about the Premises, even if Owner is not asked
 229. by the buyer(s) or a real estate agent. Owner agrees to provide the following disclosures, if applicable:
230. **1. Affidavit of Disclosure:** If the Premises is located in an unincorporated area of the county, and five (5) or fewer
 231. parcels of property other than subdivided property are being transferred, Owner shall deliver a completed Affidavit of
 232. Disclosure in the form required by law to buyer within five (5) days after purchase contract acceptance.
233. **2. Disclosure of Lead-Based Paint and Lead-Based Paint Hazards (Sale or Rental):** If the Premises structure was
 234. built before 1978, federal law requires that Owner provide the buyer or tenant with a lead-based paint disclosure form.
235. **3. Domestic Water Well Addendum Seller's Property Disclosure Statement:** If the Premises is served by a
 236. domestic water well, Owner shall deliver a completed Domestic Water Well Addendum to buyer within three (3) days
 237. of contract acceptance.
238. **4. Foreign Investment in Real Property Tax Act Certificate:** The Foreign Investment in Real Property Tax Act ("FIRPTA")
 239. is applicable if Owner is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
 240. estate ("Foreign Person"). Owner agrees to complete, sign, and deliver to Escrow Company a certificate indicating
 241. whether Owner is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of
 242. the purchase price withheld unless an exception applies. Owner is responsible for obtaining independent legal and tax
 243. advice.
244. **5. H.O.A. Condominium / Planned Community Addendum:** If the Premises is in a residential HOA/Condominium or
 245. Planned Unit Development, Owner shall complete and return to Listing Broker page 1 of the HOA Addendum.
246. **6. Insurance Claims History:** Owner shall deliver to buyer a written five (5) year insurance claims history regarding
 247. the Premises (or a claims history for the length of time Owner has owned the Premises if less than five (5) years) from
 248. Owner's insurance company or an insurance support organization or consumer reporting agency, or if unavailable
 249. from these sources, Owner, within five (5) days after purchase contract acceptance.
250. **7. Residential Lease Agreement (Lease):** If the Premises is to be sold while subject to a Lease, Owner shall provide a
 251. copy of the Lease to the Listing Broker.
252. **8. Residential Lease Owner's Property Disclosure Statement (RLOPDS):** The RLOPDS is designed to protect the
 253. Owner by disclosing pertinent information regarding the Premises.
254. **9. Seller's Property Disclosure Statement (SPDS):** The SPDS is designed to protect the Owner by disclosing
 255. pertinent information regarding the Premises. Owner shall complete and return the SPDS to Listing Broker.
256. **10. Solar Addendum:** If a solar photovoltaic panel system ("Solar System") has been installed on the Premises that is
 257. subject to a lease or unpaid loan, Owner shall complete and return the Solar Addendum to Listing Broker.
258. **Recommendations:** If Listing Broker recommends a builder, contractor, escrow company, title company, pest control
 259. service, appraiser, lender, home inspection company or home warranty company or any other person or entity to

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260. Owner for any purpose, such recommendations shall be independently investigated and evaluated by Owner, who
 261. hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity
 262. recommended by Listing Broker will be based solely upon such independent investigation and evaluation. Owner
 263. understands that said contractual arrangement may result in Compensation or fee to Listing Broker. Owner agrees it
 264. will not allow mechanic's liens to be recorded against the Premises during the term of this Agreement or at any time
 266. prior to close of escrow.

267. **Indemnification:** Owner hereby expressly releases, holds harmless and indemnifies Listing Broker, all Boards
 268. or Associations of REALTORS®, MLS, and all other brokers from any and all liability and responsibility regarding
 269. damage or loss arising from any misrepresentation or breach of warranty by Owner in this Agreement, any incorrect
 270. information supplied by Owner and any facts concerning the Premises not disclosed or withheld by Owner, including
 271. without limitation, any facts known to Owner relating to Adverse Information or latent defects.

272. (OWNER'S INITIALS REQUIRED) _____

9. REMEDIES

273. **Alternative Dispute Resolution:** Owner and Listing Broker ("Parties") agree to mediate any dispute or claim
 274. arising out of or relating to this Agreement. All mediation costs shall be paid equally by the Parties. In the event that
 275. mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding
 276. arbitration. In such event, the Parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration
 277. hearing. If the Parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration
 278. Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the
 279. arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any
 280. court of competent jurisdiction. Notwithstanding the foregoing, either Party may opt out of binding arbitration within
 281. thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either Party
 282. shall have the right to resort to court action.

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

288. (OWNER'S INITIALS REQUIRED) _____

289. **Attorney Fees and Costs:** The prevailing Party in any dispute or claim arising out of or relating to this Agreement
 290. shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation: expert witness fees,
 291. fees paid to investigators, and arbitration costs.

10. ADDITIONAL TERMS AND CONDITIONS

292. _____
 293. _____
 294. _____
 295. _____
 296. _____
 297. _____
 298. _____
 299. _____
 300. _____
 301. _____
 302. _____
 303. _____
 304. _____
 305. _____

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306. **Assignment:** Neither Listing Broker nor Owner may assign any rights or obligations pursuant to this Agreement
 307. without the prior written consent of the other, and any attempted assignment without consent shall be void and of no
 308. effect.
309. **Arizona Law:** This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
310. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted shall be in writing
 311. addressed to Owner or Listing Broker as indicated in Sections 11 and 12 and deemed delivered and received when:
 312. (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses are provided
 313. herein; (iv) sent by recognized overnight courier service, or (v) sent by U.S. mail, in which case the Notice shall be
 314. deemed received when actually received or five (5) days after the notice is mailed, whichever occurs first.
315. **Days:** All references to days shall be deemed to be calendar days unless otherwise provided.
316. **Copies and Counterparts:** This Agreement may be executed by facsimile or other electronic means and in any
 317. number of counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original
 320. Agreement.
326. **Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Agreement between
 327. Owner and Listing Broker and shall supersede any other written or oral agreements. Invalidity or unenforceability of
 328. one or more provisions of this Agreement shall not affect any other provisions of the Agreement. The failure to initial
 329. any page of this Agreement shall not affect the validity or terms of this Agreement.
330. **Acceptance:** The undersigned agree to the terms and conditions set forth herein and acknowledges receipt of a copy
 331. of this Agreement.

11. OWNER

332. _____
 ^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR _____ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR
333. _____
 ^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME ^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME
334. _____
 ^ ADDRESS ^ ADDRESS
335. _____
 ^ CITY, STATE, ZIP CODE ^ CITY, STATE, ZIP CODE
336. _____
 ^ TELEPHONE ^ TELEPHONE
337. _____
 ^ EMAIL ^ EMAIL

12. LISTING BROKER

338. Agent is a member of the _____ Association/Board of REALTORS® and subscribes to the REALTOR®
 339. Code of Ethics.
340. _____
 ^ AGENT'S SIGNATURE MO/DA/YR ^ AGENT'S SIGNATURE MO/DA/YR
341. **Deah Hendriksz**
 ^ AGENT'S PRINTED NAME ^ AGENT'S PRINTED NAME
342. **Home Realty**
 ^ PRINT FIRM NAME ^ PRINT FIRM NAME
343. **(425) 407-2800**
 ^ TELEPHONE ^ TELEPHONE
344. **Deah@DHRealtor.com**
 ^ EMAIL ^ EMAIL

For Broker Use Only:

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

LISTING CONTRACT ADDENDUM _____

Document updated:
August 2024



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

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1. This is an addendum to the Listing Contract dated _____ between the following Parties:
MO/DA/YR
2. Owner: _____
3. Broker: Home Realty _____
FIRM NAME
4. Premises/Property Address: 123 Main St, , _____
5. The following modified or additional terms and conditions are hereby included as a part of the Listing Contract between Owner and
6. Broker for the above referenced Premises/Property:
7. (CHECK ANY THAT APPLY)
8. ☐ **Broker Compensation:** Owner and Broker agree to modify the Broker Compensation as follows:
9. _____
10. _____
11. ☐ **Term Expiration:** Owner and Broker agree to a new Expiration Date of _____ at 11:59pm, _____ in Standard Time
12. ☐ **Other modified or additional terms:**
13. _____
14. _____
15. _____
16. _____
17. **CANCELLATION:** _____
18. ☐ Owner and Broker agree to mutually terminate the Listing Contract effective immediately. Neither party shall have any further
19. rights, duties or obligations under the Listing Contract and mutually release each other from all liabilities, claims, and causes of
20. action related to the Listing Contract.
21. ☐ Owner and Broker agree to mutually terminate the Listing Contract effective immediately upon the following terms and
22. conditions:
23. _____
24. _____
25. _____
26. _____
27. Upon the fulfillment of the above terms and conditions, neither party shall have any further rights, duties or obligations under the Listing
28. Contract and mutually release each other from all liabilities, claims, and causes of action related to the Listing Contract.
29. The undersigned agree to the modified or additional terms and conditions set forth above and acknowledge receipt of a copy hereof.
30. _____
^ OWNER OR AUTHORIZED REPRESENTATIVE MO/DA/YR
SIGNATURE
31. _____
^ OWNER OR AUTHORIZED REPRESENTATIVE MO/DA/YR
SIGNATURE
30. _____
^ BROKER OR AUTHORIZED REPRESENTATIVE MO/DA/YR
SIGNATURE
31. _____
^ BROKER OR AUTHORIZED REPRESENTATIVE MO/DA/YR
SIGNATURE

For Broker Use Only:

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

REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated:
August
2024

This document is not an employment agreement

 ARIZONA ASSOCIATION OF REALTORS® REAL SOLUTIONS. REALTOR® SUCCESS.	<i>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.</i>	 
--	---	---

1. Firm Name ("Broker") Home Realty
2. acting through Deah Hendriks

LICENSEE'S NAME
LICENSEE'S NAME
3. hereby makes the following disclosure.

DISCLOSURE

4. Before a **Seller or Landlord (hereinafter referred to as "Seller")** or a **Buyer or Tenant (hereinafter referred to as**
5. **"Buyer")** enters into a discussion with a real estate broker or licensee affiliate with a broker, the Seller and the Buyer
6. should understand what type of agency relationship or representation they will have with the broker in the transaction.
7. **I. Buyer's Broker:** A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In
8. these situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation
9. for services rendered, either in full or in part, from the Seller or through the Seller's broker:
10. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings
11. with the Buyer.
12. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or
13. similar properties as Buyer is seeking.
14. **II. Seller's Broker:** A broker under a listing agreement with the Seller acts as the broker for the Seller only:
15. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings
16. with the Seller.
17. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is
18. selling.
19. **III. Broker Representing both Seller and Buyer (Limited Representation Broker):** A broker, either acting directly or
20. through one or more licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a
21. transaction, but only with the knowledge and informed consent of both the Seller and the Buyer. In these situations, the
22. Broker, acting through its licensee, represents both the Buyer and the Seller, with limitations of the duties owed to the
23. Buyer and the Seller:
24. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms
25. other than stated in the listing or that the Buyer will accept a price or terms other than offered.
26. b) There will be no conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential
27. information may be made only with written authorization.
28. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the
29. performance of the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known
30. facts which materially and adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers,
31. Lessors and Brokers are not obligated to disclose that a property is or has been: (1) the site of a natural death, suicide,
32. homicide, or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having
33. AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity
34. of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms, or conditions of offers as confidential
35. unless there is a confidentiality agreement between the parties.
36. **THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER**
37. **FROM THE RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD**
38. **CAREFULLY READ ALL AGREEMENTS TO ENSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR**
39. **UNDERSTANDING OF THE TRANSACTION.**

>>

ELECTION

40. **AGENCY ELECTION DOES NOT ESTABLISH BROKER COMPENSATION.**

41. Compensation paid by a Buyer or Seller to their Broker is always fully negotiable and the amount chosen shall be
 42. documented in a separate written employment agreement after discussion with their Broker. Should a Seller also
 43. choose to offer compensation to a Buyer's Broker, the offered amount is fully negotiable and agreed upon after
 44. discussion with Seller's Broker.

45. **(BUYER OR SELLER INITIALS REQUIRED)** _____ / _____

46. **Buyer or Tenant Election** (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker
 47. (check any that apply):
 48. ☐ represent the Buyer as Buyer's Broker.
 49. ☐ represent the Seller as Seller's Broker.
 50. ☐ show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and
 51. Seller provided that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's
 52. informed consent should be acknowledged in a separate writing other than the purchase contract.

53. **Seller or Landlord Election** (Complete this section only if you are the Seller.) The undersigned elects to have the Broker
 54. (check any that apply):
 55. ☐ represent the Buyer as Buyer's Broker.
 56. ☐ represent the Seller as Seller's Broker.
 57. ☐ show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both
 58. Seller and Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and
 59. Seller's informed consent should be acknowledged in a separate writing other than the purchase contract.

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

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

^ PRINT NAME

^ PRINT NAME

^ SIGNATURE

MO/DA/YR

^ SIGNATURE

MO/DA/YR

CONSENT TO LIMITED REPRESENTATION ("CONSENT")

BROKER REPRESENTS BOTH SELLER AND BUYER OR BOTH LANDLORD AND TENANT

Document updated:
December 2002



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1. Buyer/Tenant ("Buyer"): _____
2. Seller/Landlord ("Seller"): _____
3. Subject Property: 123 Main St, ,
4. Firm Name ("Broker"): Home Realty

5. **Consent:** Buyer and Seller consent that Broker, acting through the Licensee(s) named below, will represent both parties in the transaction.

6. ☐ One Licensee: _____ (NAME)
7. ☐ Two Licensees: _____, who, through the Broker, has been representing the Buyer;
_____ (NAME)
8. _____ and _____, who, through the Broker, has been representing the Seller.
_____ (NAME)

9. **Duties and Limitations:** The Broker now represents both Buyer and Seller and both parties understand that neither Broker nor Broker's Licensee(s) can represent the interests of one party to the exclusion or detriment of the other party. The parties understand and further consent to the following:

10. a) The Licensee or each Licensee represents both the Buyer and the Seller with limitations of the duties owed to the Buyer and the Seller, such as:
 11. 1) The Licensee(s) will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than stated in the listing or that the Buyer will accept a price or terms other than offered;
 12. 2) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may be made only with written authorization. This does not relieve each Licensee of any legal obligation to disclose all known facts which materially and adversely affect the consideration to be paid by any party to the transaction.
 13. 3) Pursuant to A.R.S. §32-2156, Sellers, Lessors and Broker/Licensee(s) are not obligated to disclose that the Subject Property is or has been: (1) the site of a natural death, suicide, homicide or any crime classified as a felony; (2) owned or occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common occupancy of real estate; or (3) located in the vicinity of a sex offender.
14. b) The Licensee(s) shall exercise reasonable care and care in the performance of their duties.
15. c) The Licensee(s) shall be obligated at all times to deal honestly with all parties.
16. d) The duties of the Licensee(s) in this transaction do not relieve the Seller or the Buyer from the responsibility to protect their own interests.

17. **Compensation:** Compensation to the Broker will be paid pursuant to separate agreement(s).

18. **Prior Agreements:** Seller and Buyer understand that Consent does not replace prior agreements entered into with Broker and such agreements shall remain in effect, however, to the extent that the terms of this Consent contradict or conflict with the terms of prior agreements, this Consent shall supersede.

19. **Termination:** If the Seller and Buyer do not enter into a contract relating to the Subject Property or if the transaction between the Seller and the Buyer fails to close, the parties agree that this Consent is terminated, and the parties shall have no further rights or obligations pursuant to this Consent.

20. **Indemnification:** Seller and Buyer agree to indemnify and hold Broker harmless against any and all claims, damages, losses, expenses or liabilities including attorneys' fees and costs incurred by Broker in any defense thereof arising from Broker's role of limited representation.

21. THE UNDERSIGNED PARTIES ACKNOWLEDGE THAT THEY HAVE THOROUGHLY READ, UNDERSTOOD AND APPROVED THIS CONSENT AND ACKNOWLEDGE RECEIPT OF A COPY.

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

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



Buyer Broker Agreement



Deah Hendriksz
DH

Deah Hendriksz
14245 W Grand Ave #1
Surprise, AZ 85374

425-407-2800
Deah@DHRealtor.com
www.DHRealtor.com



BUYER-BROKER EXCLUSIVE EMPLOYMENT AGREEMENT

Document updated:
August 2024



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

1. Buyer: _____ (“Buyer”)
2. Broker: _____ acting through
FIRM NAME
3. Agent: _____ (“Broker”).
AGENT’S NAME AGENT’S NAME
4. **Agreement:** This Buyer-Broker Exclusive Employment Agreement (“Agreement”) is between Buyer and Broker. In consideration of
5. Broker’s agreement to assist Buyer to locate, negotiate and facilitate the purchase of _____ Property, Buyer gives Broker the exclusive
6. and irrevocable right to represent Buyer in the purchase of a property during the term of this Agreement.
7. Buyer acknowledges that signing more than one Buyer-Broker Exclusive Employment Agreement or similar agreement(s) could
8. make Buyer liable to compensate multiple brokers.
9. **Term:** This Agreement shall commence on _____ and expire at 11:59 p.m. Mountain Standard Time, on
10. _____ (“Expiration Date”).
11. **Employment:** Broker agrees to:
12. a. locate Property meeting the following general description:
13. ☐ Residential ☐ Land ☐ Commercial ☐ _____ (“Property”) within
14. the following geographical area(s): _____;
15. b. negotiate at Buyer’s direction to obtain acceptable terms and conditions for the purchase, exchange, or option of the Property
16. c. assist Buyer during the transaction with the use of Broker’s expertise and licensing.
17. **Agency Relationship:** The agency relationship between Buyer and Broker shall be:
18. ☐ as set forth in the Real Estate Agency Disclosure and Election form.
19. ☐ Other: _____
20. **Property Viewings:** Buyer agrees to work exclusively with Broker and be accompanied by Broker on Buyer’s first visit to any Property.
21. **If Broker does not accompany Buyer on the first visit to any Property, including a model home, new home/lot or “open**
22. **house” held by a builder, seller or other real estate broker, Buyer acknowledges that the builder, seller or seller’s broker may**
23. **refuse to compensate Broker, which will eliminate any credit against the agreed upon Broker Compensation below.**
24. Buyer agrees to review the Arizona Department of Real Estate Buyer Advisory to assist in Buyer’s inspections and investigations.
25. **BROKER COMPENSATION:** _____ SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE LISTING
26. **SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND BUYER IN THIS AGREEMENT.**
27. (BUYER’S INITIALS) _____ / _____
28. **Retainer Fee:** (Check if applicable) ☐ Buyer agrees to pay Broker a non-refundable retainer fee in the amount of \$ _____,
29. within five (5) days or _____ days of execution of this Agreement, which is earned when paid, for initial consultation,
30. research and other services. This fee ☐ shall ☐ shall not be credited against the Broker Compensation below.
31. **Broker Compensation:** If Buyer, or any entity owned or controlled by Buyer, closes escrow on a transaction for the purchase,
32. exchange, or option of a Property, Buyer agrees to compensate Broker as follows (“Broker Compensation”):
33. **(CHECK ONLY ONE AND FILL IN THE COMPENSATION):**
34. ☐ _____ % of the full purchase price or exchange value; or
35. ☐ \$ _____; or
36. ☐ other: _____

>>

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

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

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

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

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

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

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

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

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

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

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

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

76. (BUYER'S INITIALS) _____ / _____

77. **Additional Terms and Conditions:**

78. _____
79. _____
80. _____

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

>>

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

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

95. (BUYER'S INITIALS) _____ / _____

96. **Attorney Fees and Costs:** In any non-REALTOR® association proceeding to enforce this Agreement, the prevailing party shall be awarded their reasonable attorney fees and arbitrator costs.
 97. to this Agreement, the prevailing party shall be awarded their reasonable attorney fees and arbitrator costs.

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

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

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

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

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

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

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

109. _____ CITY _____ STATE _____ ZIP CODE
 ADDRESS

110. _____ MAIL ADDRESS
 TELEPHONE

111. _____ FIRM NAME

112. _____ CITY _____ STATE _____ ZIP CODE
 ADDRESS

113. _____ MO/DA/YR _____ MO/DA/YR
 ^ AGENT'S SIGNATURE ^ AGENT'S SIGNATURE

For Broker Use Only:

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

UNREPRESENTED BUYER DISCLOSURE

Document:
August 2024



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1. Buyer(s): _____ (“Unrepresented Buyer”)
2. Seller(s): _____ (“Seller”)
3. Seller Broker: Home Realty _____ (“Seller Broker”)
FIRM NAME
4. acting through Deah Hendriksz _____
AGENT NAME AGENT NAME
5. Address: 123 Main St, , _____ (“Premises”)
6. SELLER BROKER INFORMED UNREPRESENTED BUYER OF THEIR RIGHT TO HIRE A BUYER BROKER WHO WOULD
7. REPRESENT ONLY THEM. HOWEVER, UNREPRESENTED BUYER HAS ELECTED NOT TO BE REPRESENTED BY A BUYER
8. BROKER IN THE PURCHASE OF THE PREMISES AND ACKNOWLEDGES THE FOLLOWING:
9. (a) **Representation.** Seller Broker only represents Seller in the sale of the Premises and does not represent Unrepresented
10. Buyer. Seller Broker will communicate with Unrepresented Buyer, may provide Unrepresented Buyer with transaction documents,
11. and may conduct other activities to accomplish the sale of the Premises. However, all such activities are performed solely on
12. behalf of Seller to facilitate a successful sale of their Premises, and not for the benefit of Unrepresented Buyer and does not
13. create an agency relationship.
14. (b) **Real Estate Agency Disclosure and Election Form (READ).** Unrepresented Buyer should review and sign the READ
15. Form acknowledging that Seller Broker only represents Seller and not Unrepresented Buyer.
16. (c) **Fiduciary Duties to Seller.** Seller Broker has fiduciary duties to Seller of loyalty, obedience, disclosure, confidentiality, and
17. accounting. Because Seller Broker has a duty to disclose information to Seller, Unrepresented Buyer **should not** disclose any
18. confidential information to Seller Broker who is obligated to convey the information to Seller.
19. (d) **Fair Dealings.** Seller Broker shall be honest and truthful to Unrepresented Buyer and deal fairly with them. However, the duty
20. to deal fairly **does not** include giving advice to Unrepresented Buyer on the steps they should take to protect their own interests,
21. provide interpretation of contract terms or notify them of deadlines. Unrepresented Buyer acknowledges that statements made by
22. Seller have not been independently verified by Seller Broker and Seller Broker is not responsible for Seller's representations.
23. (e) **Due Diligence.** Unrepresented Buyer acknowledges it is their responsibility to protect their own interests and are encouraged
24. to hire their own professionals to advise them in matters of real estate, inspection, contract timelines, financing, zoning, law, tax,
25. insurance, or any other area they deem appropriate to assist them in purchasing the Premises. Unrepresented Buyer assumes all
26. risk should they choose not to hire professionals to assist them in purchasing the Premises.
27. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND UNDERSTAND ITS CONTENT

^ UNREPRESENTED BUYER'S SIGNATURE DATE ^ UNREPRESENTED BUYER'S SIGNATURE DATE

^ PRINTED NAME ^ PRINTED NAME

Additional Addendums



Deah Hendriksz
DH

Deah Hendriksz
14245 W Grand Ave #1
Surprise, AZ 85374

425-407-2800
Deah@DHRealtor.com
www.DHRealtor.com



H.O.A. CONDOMINIUM / PLANNED COMMUNITY ADDENDUM

Page 1 of 3

Document updated:
October 2021



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SELLER'S NOTICE OF H.O.A. INFORMATION

1. Seller: _____
2. Premises Address: 123 Main St, ,
3. Date: _____
4. **INSTRUCTIONS:** (1) Homeowner's association ("H.O.A.") information on page 1 to be completed by Seller at the time of listing the
5. Premises for sale. (2) Upon completion, this Addendum shall be uploaded to the multiple listing service, if available, or delivered to
6. prospective buyers upon request prior to prospective buyer's submission of a Residential Real Estate Purchase Contract to Seller.

ASSOCIATION(S) GOVERNING THE PREMISES

- | | | |
|-----|---|--|
| 7. | H.O.A.: _____ | Contact Info: _____ |
| 8. | Management Company (if any): _____ | Contact Info: _____ |
| 9. | Amount of Dues: \$ _____ How often? _____ | |
| 10. | Amount of special assessments (if any): \$ _____ How often? _____ | Start Date: _____ End Date: _____
MO/DAY/YR MO/DAY/YR |
-
- | | | |
|-----|---|--|
| 11. | Master Association (if any): _____ | Contact Info: _____ |
| 12. | Management Company (if any): _____ | Contact Info: _____ |
| 13. | Amount of Dues: \$ _____ How often? _____ | |
| 14. | Amount of special assessments (if any): \$ _____ How often? _____ | Start Date: _____ End Date: _____
MO/DAY/YR MO/DAY/YR |
-
- | | | |
|-----|---|---------------------|
| 15. | Other: _____ | Contact Info: _____ |
| 16. | Amount of Dues: \$ _____ How often? _____ | |

FEES PAYABLE UPON CLOSE OF ESCROW

17. **Transfer Fees:** Association(s) fees related to the transfer of title: H.O.A.: \$ _____ Master Association: \$ _____.
18. **Capital Improvement Fees:** Including but not limited to those fees labeled as community reserve, asset preservation, capital reserve,
19. working capital, community enhancement, future improvement fees, or payments: H.O.A.: \$ _____ Master Association: \$ _____.
20. **Prepaid Association(s) Fees:** Due assessments, and any other association(s) fees paid in advance of their due date:
21. H.O.A.: \$ _____ Master Association: \$ _____.
22. **Disclosure Fees:** Association(s)/Management Company(ies) costs incurred in the preparation of a statement or other documents
23. furnished by the association(s) pursuant to the resale of the Premises for purposes of resale disclosure, lien estoppels and any other
24. services related to the transfer or use of the property. Pursuant to Arizona law, Disclosure Fees cannot be more than an aggregate
25. of \$400.00 per association. As part of the Disclosure Fees, each association may charge a statement or other documents update fee of
26. no more than \$50.00 if thirty (30) days or more have passed since the date of the original disclosure statement or the date the documents
27. were delivered. Additionally, each association may charge a rush fee of no more than \$100.00 if rush services are required to be
28. performed within seventy-two (72) hours after the request. H.O.A.: \$ _____ Master Association: \$ _____.
29. **Other Fees:** \$ _____ Explain: _____.
30. **SELLER CERTIFICATION:** By signing below, Seller certifies that the information contained above is true and complete to the best of
31. Seller's actual knowledge as of the date signed. Broker(s) did not verify any of the information contained herein.
32. _____
33. ^ SELLER'S SIGNATURE MO/DAY/YR ^ SELLER'S SIGNATURE MO/DAY/YR

>>

ADDITIONAL OBLIGATIONS

34. **If the homeowner's association has less than 50 units**, no later than ten (10) days after Contract acceptance, the Seller shall provide
 35. in writing to Buyer the information described below as required by Arizona law.
36. **If the homeowners association has 50 or more units**, Seller shall furnish notice of pending sale that contains the name and address
 37. of the Buyer to the homeowner's association within five (5) days after Contract acceptance and pursuant to Section 3d of the Contract.
 38. Escrow Company is instructed to provide such notice on Seller's behalf. The association is obligated by Arizona law to provide information
 39. described below to Buyer within ten (10) days after receipt of Seller's notice.
40. **BUYER IS ALLOWED FIVE (5) DAYS AFTER RECEIPT OF THE INFORMATION FROM THE SELLER(S) OR HOMEOWNER'S**
 41. **ASSOCIATION TO PROVIDE WRITTEN NOTICE TO SELLER OF ANY ITEMS DISAPPROVED.**

INFORMATION REQUIRED BY LAW TO BE PROVIDED TO BUYER:

43. 1. A copy of the bylaws and the rules of the association.
44. 2. A copy of the declaration of Covenants, Conditions and Restrictions ("CC&Rs").
45. 3. A dated statement containing:
 46. (a) The telephone number and address of a principal contact for the association, which may be an association manager, an
 47. association management company, an officer of the association or any other person designated by the board of directors.
 48. (b) The amount of the common expense assessment and the unpaid common expense assessment, special assessment or
 49. other assessment, fee or charge currently due and payable from the Seller.
 50. (c) A statement as to whether a portion of the unit is covered by insurance maintained by the association.
 51. (d) The total amount of money held by the association as reserves.
 52. (e) If the statement is being furnished by the association, a statement as to whether the records of the association reflect any
 53. alterations or improvements to the unit that violate the declaration. The association is not obligated to provide information
 54. regarding alterations or improvements that occurred more than six years before the proposed sale. Seller remains obligated
 55. to disclose alterations or improvements to the Premises that violate the declaration. The association may take action
 56. against the Buyer for violations apparent at the time of purchase that are not reflected in the association's records.
 57. (f) If the statement is being furnished by the Seller, a statement as to whether the Seller has any knowledge of any alterations
 58. or improvements to the unit that violate the declaration.
 59. (g) A statement of case names and case numbers for pending litigation with respect to the Premises or the association,
 60. including the amount of money claimed.
61. 4. A copy of the current operating budget of the association.
62. 5. A copy of the most recent annual financial report of the association. If the report is more than ten pages, the association may
 63. provide a summary of the report in lieu of the entire report.
64. 6. A copy of the most recent reserve study of the association, if any.
65. 7. Any other information required by law.
66. 8. A statement for Buyer acknowledgment and signature are required by Arizona law.

>>

BUYER'S ACKNOWLEDGMENT AND TERMS

67. Buyer: _____
68. Seller: _____
69. Premises Address: 123 Main St, ,
70. **NOTE: LINES 71-76 TO ONLY BE COMPLETED BY BUYER, AND NOT SELLER!**
71. **The following additional terms and conditions are hereby included as a part of the Contract between Seller and Buyer for the**
72. **above referenced Premises.**
73. **Transfer Fees** shall be paid by: _____ n Buyer n Seller n Other _____
74. **Capital Improvement Fees** shall be paid by: _____ n Buyer n Seller n Other _____
75. Any additional fees not disclosed on page 1 and payable upon close of escrow shall be paid by: n Buyer n Seller n Other _____
76. _____
77. Buyer shall pay all **Prepaid Association Fees**.
78. Seller shall pay all **Disclosure Fees** as required by Arizona law.
79. In a financed purchase, Buyer shall be responsible for all lender fees charged to obtain Association(s)/Management Company(ies) documents.
80. **BUYER VERIFICATION:** Buyer may contact the Association(s)/Management Company(ies) for verbal verification of association
81. **FEES PAYABLE UPON CLOSE OF ESCROW.**
82. **ASSESSMENTS:** Any current homeowner's association assessment which is a lien as of Close of Escrow shall be paid in full by Seller.
83. Any assessment that becomes a lien after Close of Escrow is Buyer's responsibility.

ADDITIONAL TERMS AND CONDITIONS

84. _____
85. _____
86. _____
87. _____
88. **BUYER ACKNOWLEDGEMENT:** By signing below, Buyer acknowledges receipt of all three (3) pages of this addendum and acknowledges
89. that, although Seller has used best efforts to identify the amount of the fees stated herein, the precise amount of the fees may not be known
90. until written disclosure documents are furnished by the Association(s)/Management Company(ies) per Arizona law (A.R.S. § 33-1260 and
91. §33-1806). Buyer further acknowledges that Broker(s) did not verify any of the information contained herein. Buyer therefore agrees to
92. hold Seller and Broker(s) harmless should the **FEES PAYABLE UPON CLOSE OF ESCROW** prove incorrect or incomplete.
93. The undersigned agrees to the additional terms and conditions set forth above and acknowledges receipt of a copy hereof.

94. _____
95. ^ BUYER'S SIGNATURE _____ MO/DA/YR ^ BUYER'S SIGNATURE _____ MO/DA/YR

96. **SELLER'S ACCEPTANCE:**

97. _____
98. ^ SELLER'S SIGNATURE _____ MO/DA/YR ^ SELLER'S SIGNATURE _____ MO/DA/YR

For Broker Use Only:

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



WIRE FRAUD ADVISORY

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

PROTECT YOURSELF

DO NOT TRUST ANY EMAIL(S) CONTAINING WIRE INSTRUCTIONS

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

DO NOT TRUST EMAILS SEEKING PERSONAL FINANCIAL INFORMATION

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

TRUST YOUR SOURCE OF INFORMATION

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

ONLINE RESOURCES:

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

The Federal Bureau of Investigation @ www.fbi.gov/scams-and-safety

The Internet Crime Complaint Center @ www.ic3.gov

The National White Collar Crime Center @ <https://www.nw3c.org/services/research/cyber-crime-links>

On Guard Online @ www.onguardonline.gov

Consumer Financial Protection Bureau (CFPB) @ www.consumerfinance.gov/about-us/blog/mortgage-closing-scams-how-protect-yourself-and-your-closing-funds/

VERIFY AND NOTIFY

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

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

The undersigned acknowledges receipt of this Wire Fraud Advisory.

Name

Signature

Date

Name

Signature

Date



FAIR HOUSING ADVISORY

Discrimination is ILLEGAL

It is illegal under the Federal Fair Housing Act and Arizona Fair Housing laws for a property owner/seller, landlord, property manager or real estate professional to discriminate in the sale, rental, and financing of housing and in other housing-related activities against another person based on certain protected characteristics. The National Association of REALTORS® Code of Ethics also prohibits discrimination or aiding in discrimination. **It is unlawful to discriminate on the basis of race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability.**

Discrimination based on a protected class includes, but is not limited to, the following:

- Refusing to rent, sell, negotiate, or falsely denying housing is available or otherwise making housing unavailable;
- Setting or imposing different terms, conditions or privileges for sale or rental of housing, or providing a person with different housing services or facilities;
- Making, printing or publishing any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination;
- Using different qualification criteria or applications, or sale or rental standards or procedures, such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- Limiting privileges, services or facilities of housing;
- Refusing to allow reasonable disability accommodations for a assistive device, assistive animal, parking, or physical modifications;
- “Steering” which occurs when a person is pushed towards or away from certain neighborhoods, locations or buildings; or
- For profit, persuade, or try to persuade, homeowners to sell their homes by suggesting that people of a particular protected characteristic are about to move into the neighborhood (blockbusting).

The undersigned acknowledges receipt of this Fair Housing Advisory.

Name

Name

Signature

Date

Signature

Date

For more information about your rights and options, go to:

Arizona Attorney General's Office - <https://www.azag.gov/civil-rights/discrimination/housing>

U.S. Department of Housing and Urban Development - https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview

If you believe you have been a victim of housing discrimination, you may file a complaint with:

- The Arizona Attorney General's office - <https://www.azag.gov/complaints/civil-rights>
- U.S. Department of Housing and Urban Development - <https://www.hud.gov/fairhousing/fileacomplaint>
- The Arizona REALTORS® - <https://www.aaronline.com/resolve-disputes/filing-an-ethics-complaint/>

MARKET CONDITIONS ADVISORY

Document updated:
February 2021



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.



The real estate market is cyclical and real estate values go up and down.

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

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

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

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

THE UNDERSIGNED ACCEPT AND UNDERSTAND THE FOREGOING AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS ADVISORY.

SIGNATURE _____ MO/DA/YR _____

NAME _____

SIGNATURE _____ MO/DA/YR _____

NAME _____

Property Description



Deah Hendriksz
DH

Deah Hendriksz
14245 W Grand Ave #1
Surprise, AZ 85374

425-407-2800
Deah@DHRealtor.com
www.DHRealtor.com



General Information

Listing Member Deah Hendriksz	Co-listing Member
----------------------------------	-------------------

Address Information

House Number 123	Compass* -- E N NE NW S SE SW W	Street Name Main St	St Suffix*	St Dir Sfx* E N NE NW S SE SW W	Unit #
City/Town Code*	State/Province*	Zip Code*	Zip4	Country* USA Mexico Other	County Code* Building Number
Hundred Block	Hndrd Blk Directionl* E N S W				

Contract Information

List Price	List Date	On Market Date	Expire Date	Auction* No Yes
Type* EA ER	Ownership* Fee Simple Leasehold Condominium Timeshare Co-Operative	Week Avail Timeshare	Subagent* N Y	Sub Agent \$/%* \$ %
Comp to Subagent	Buyer/Broker* N Y	Buyer Broker \$/%* \$ %	Comp to Buyer Broker	Other Compensation
Variable Commission* N Y				

Location, Tax & Legal

Map Code/Grid	Assessor's Book #	Assessor's Parcel #	Assessor's Parcel #	Assessor Parcel Ltr
Tax Municipality*	Taxes	Tax Year	Owner/Occ Name - DND2	Owner/Occ Phn - DND2
Subdivision				

General Property Description

Dwelling Type* Single Family - Detached Patio Home Townhouse Apartment Style/Flat Gemini/ Twin Home Mfg/Mobile Housing Modular/Pre-Fab Loft Style	Dwelling Styles* Detached Attached Stacked	Source of SqFt*	# of Interior Levels	# Bedrooms
# Bathrooms	Approx SQFT	Source of SqFt* County Assessor Appraiser Architect Builder Owner	Guest House SqFt	Encoded Features
Horses* N Y	Model	Builder Name	Year Built	Approx Lot SqFt
Approx Lot Acres	Source of Lot SqFt* County Assessor Appraiser Architect Builder Owner SqFt Not Available	Flood Zone*	Pool* Both Private & Community Community Only None Private Only	Planned Comm Name
Elementary School*	Jr. High School*	High School*	Elementary School Dist #*	High School Dist #
Out of Area Schl Dst				
Marketing Name				

Remarks & Misc

Cross Street

Directions

Public Remarks

Private Rmks - DND2

Semi-Private Remarks

Office Remarks

Seller Opt Out: ☐ Seller Directs Listing to be Excluded from Internet ☐ Seller Directs Address to be Excluded from Internet☐ Seller Directs Listing to Not Be Used in AVMs on Internet ☐ Seller Directs Listing to Not Show Comments on InternetPublish this listing to: ☐ IDX ☐ azcentral / Street Scout ☐ realtor.com ☐ homes.com ☐ homesnap ☐ Nighthawk ☐ Apartments.com ☐ Open Houses Direct☐ Showingly

Auction Info		Association & Fees		Master Bathroom: 1 to 10 req'd	
☐ Auction Date:		☐ HOA Y/N:		☐ 3/4 Bath Master Bdrm	
☐ Minimum Bid Price:		☐ HOA Transfer Fee:		☐ Full Bth Master Bdrm	
☐ Reserve:		☐ HOA Fee:		☐ Separate Shwr & Tub	
☐ Auction Contact Name:		☐ HOA Paid (Freq):		☐ Private Toilet Room	
☐ Auction Contact Phn:		☐ HOA Name:		☐ Tub with Jets	
☐ Auction License Nbr:		☐ HOA Telephone:		☐ None	
☐ HOA Prop Man Co Name:		☐ HOA Prop Man Co Tele:		☐ Other (See Remarks)	
☐ HOA 2 Y/N:		☐ HOA 2 Transfer Fee:		Master Bedroom	
☐ HOA 2 Fee:		☐ HOA 2 Paid (Freq):		☐ Split	
☐ HOA 2 Name:		☐ HOA 2 Telephone:		☐ Downstairs	
☐ HOA2 Prp Man Co Name:		☐ HOA2 Prp Man Co Tele:		☐ Upstairs	
☐ HOA 3 Y/N:		☐ HOA 3 Transfer Fee:		☐ Not Split	
☐ HOA 3 Fee:		☐ HOA 3 Paid (Freq):		Additional Bedroom	
☐ HOA 3 Name:		☐ HOA 3 Telephone:		☐ Other Bdrm Split	
☐ HOA3 Prp Man Co Name:		☐ HOA3 Prp Man Co Tele:		☐ 2 Master Bdrms	
☐ HOA3 Prp Man Co Tele:		☐ PAD Fee Y/N:		☐ Other Bdrm Dwnstrs	
☐ PAD Fee:		☐ PAD Paid (Freq):		☐ Separate Bdrm Exit	
☐ Cap Imprv/Impact Fee:		☐ Cap Imprv/Implt Fee:		☐ Mstr Bdr Walkin Clst	
☐ Cap Imprv/Implt Fee 2:		☐ Cap Imprv/Implt Fee 2 %:		☐ Mstr Bdrm Sitting Rm	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		Fireplace: 1 to 13 req'd	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ No Fireplace	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ 2 Fireplace	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Fireplace Family Rm	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Fireplace Master Bdr	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Gas Fireplace	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Exterior Fireplace	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ No Fireplace	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		Flooring	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Carpet	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Concrete	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Linoleum	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Sustainable	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Vinyl	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Other	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		Windows	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Sunscreen(s)	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Dual Pane	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ ENERGY STAR Qualified	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Low-E	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Tinted Windows	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Vinyl Frame	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Wood Frames	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		Pool Features: 1 to 11 req'd	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Private	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Fenced	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Heated	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Play Pool	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Above Ground	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Solar Pool Equipment	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Solar Thermal Sys	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ No Pool	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		Spa: 1 to 4 req'd	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Private	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Above Ground	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ None	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		Community Features	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Biking/Walking Path	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Children's Playgmd	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Coin-Op Laundry	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Community Laundry	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Community Pool	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Community Spa	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Concierge	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Golf Course	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Handball/Racquetball	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Horse Facility	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Near Bus Stop	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ On-Site Guard	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Transportation Svcs	
☐ Cap Imprv/Implt Fee 2 %:		☐ Cap Imprv/Implt Fee 2 %:		☐ Workout Facility	

Dining Area: 1 to 7 req'd

- ☐ Formal
☐ Breakfast Bar
☐ Dining in FR
☐ Other (See Remarks)
- ☐ Eat-in Kitchen
☐ Dining in LR/GR
☐ Breakfast Room

Kitchen Features: 1 to 2 req'd

- ☐ 220 Volts in Kitchen
☐ Range/Oven Gas
☐ Cook Top Gas
☐ Disposal
☐ Built-in Microwave
☐ Engy Star (See Rmks)
☐ Built In Recycling
☐ Multiple Ovens
☐ Walk-in Pantry
☐ Laminate Counters
☐ Kitchen Island
- ☐ Range/Oven Elec
☐ Cook Top Elec
☐ Gas Stub for Range
☐ Dishwasher
☐ Refrigerator
☐ Reverse Osmosis
☐ Wall Oven(s)
☐ Pantry
☐ Granite Countertops
☐ Non-laminate Counter
☐ None

Laundry: 1 to 12 req'd

- ☐ Washer Included
☐ Engy Star (See Rmks)
☐ Wshr/Dry HookUp Only
☐ 220 V Dryer Hookup
☐ In Garage
☐ None
☐ See Remarks
- ☐ Dryer Included
☐ Stacked Washer/Dryer
☐ Gas Dryer Hookup
☐ Inside
☐ Upstairs Laundry
☐ Other

Basement: 1 req'd☐ Basement Y/N:**Basement Description**

- ☐ Walkout
☐ Unfinished
☐ Partial
- ☐ Finished
☐ Full

Separate Den/Office: 1 req'd☐ Sep Den/Office Y/N:**Other Rooms**

- ☐ Family Room
☐ Library-Blt-in Bkscse
☐ Arizona Room/Lanai
☐ Guest Qtrs-Sep Entm
☐ Separate Workshop
- ☐ Great Room
☐ Bonus/Game Room
☐ Loft
☐ Exercise Room
☐ Media Room

Features

- ☐ Fix-Up Needs Repair
☐ Vaulted Ceiling(s)
☐ Central Vacuum
☐ Intercom
☐ Fire Sprinklers
☐ Physcl Chldg (SRmks)
☐ Water Softener Owned
☐ Soft Water Loop
☐ Furnished(See Rmks)
☐ See Remarks
- ☐ Slick
☐ 9+ Flat Ceilings
☐ Wet Bar
☐ Roller Shields
☐ Elevator
☐ No Interior Steps
☐ Water Softener Lease
☐ Drink Wtr Filter Sys
☐ Other

Accessibility Feat.

- ☐ Zero-Grade Entry
☐ Hallways 36in+ Wide
☐ Bath Roll-In Shower
☐ Bath Grab Bars
☐ Bath Lever Faucets
☐ Bath Scald Ctrl Fct
☐ Ktch Apps Low/Secure
☐ Ktch Roll-Under Sink
☐ Ktch Low Cabinetry
☐ Ktch Insulated Pipes
☐ Ktch Side Open Oven
☐ Tactile/Visual Mrks
☐ Ramps
☐ Remote Devices
☐ Pool Ramp Entry
☐ Mltpl Entries/Exits
- ☐ Dr/Access 32in+ Wide
☐ Hard/Low Nap Floors
☐ Bath Raised Toilet
☐ Bath Roll-Under Sink
☐ Bath 60in Tming Rad
☐ Bath Insulated Pipes
☐ Ktch Low Counters
☐ Ktch Modified Range
☐ Ktch 60in Tming Rad
☐ Ktch Raised Dishwshr
☐ Lever Handles
☐ Closet Bars 15-48in
☐ Stair Lifts
☐ Exterior Curb Cuts
☐ Pool Power Lift

Items Updated

- ☐ Floor Yr Updated:
☐ Floor Partial/Full:
☐ Wiring Yr Updated:
☐ Wiring Partial/Full:
☐ Plmbg Yr Updated:
☐ Plmbg Partial/Full:
☐ Ht/Cool Yr Updated:
☐ Ht/Cool Partial/Full:
☐ Roof Yr Updated:
☐ Roof Partial/Full:
☐ Kitchen Yr Updated:
☐ Kitchen Partial/Full:
☐ Bath(s) Yr Updated:
☐ Bath(s) Partial/Full:
☐ Rm Addtn Yr Updated:
☐ Rm Addtn Partial/Full:
☐ Pool Yr Updated:
☐ Pool Partial/Full:

Technology

- ☐ 3+ Cable Lines
☐ Pre-Wire Sat Dish
☐ Sat Dish TV Lsd
☐ Sat Dish Intmt Lsd
☐ HighSnd Intmt Avail
☐ Ntwrk Wmg Multi Rms
☐ Security Sys Leased
- ☐ Pre-Wire Smd Snd
☐ Sat Dish TV Ownd
☐ Sat Dish Intmt Ownd
☐ Cable TV Avail
☐ Ntwrk Wmg One Room
☐ Security Sys Owned
☐ Smart Home System

Exterior Features

- ☐ Separate Guest House
☐ Hand/Racquetball Cts
☐ Patio
☐ Screened in Patio(s)
☐ Gazebo/Ramada
☐ Circular Drive
☐ Pvt Yrd(s)/Crttyrd(s)
☐ Childrens Play Area
☐ Other
- ☐ Tennis Court(s)
☐ Sport Court(s)
☐ Covered Patio(s)
☐ Balcony
☐ Storage
☐ Private Street(s)
☐ Misting System
☐ Built-in BBQ

Mfg Home Features

- ☐ Single Wide
☐ In Subdivision
☐ Other (See Remarks)
- ☐ Multi-Wide
☐ Affidavit Affixture

Parking Spaces☐ Garage Spaces:☐ Carport Spaces:☐ Slab Parking Spaces:**Parking Features**

- ☐ Addtn'l Purchasable
☐ Atch'd Gar Cabinets
☐ Community Structure
☐ Dir Entry frm Garage
☐ Extdnd Lngth Garage
☐ Golf Cart Garage
☐ Off Site
☐ Permit/Decal Req'd
☐ RV Garage
☐ RV Parking
☐ Shared Driveway
☐ Shared Garage
☐ Unassigned Parking
- ☐ Assigned Parking
☐ Common
☐ Detached
☐ Electric Door Opener
☐ Gated Parking
☐ Hangar
☐ Over Height Garage
☐ Rear Vehicle Entry
☐ RV Gate
☐ Separate Strge Area
☐ Side Vehicle Entry
☐ Temp Controlled
☐ Valet

Road Responsibility

- ☐ City Maintained Road
☐ Private Maintained Road
- ☐ County Maintained Road
☐ Road Maintenance Agreement

Construction: 1 to 1 req'd

- ☐ Block
☐ Concrete - Metal
☐ Slump Block
☐ Blown Cellulose
- ☐ Frame - Wood
☐ Brick
☐ Adobe
☐ Ducts Professionally Air-Sealed
☐ ICFs (Insulated Concrete Forms)
- ☐ ICAT Recessed Lights
☐ Low VOC Insulation
☐ Panelized Constrcn
☐ Spray Foam Insulatr
☐ Other (See Remarks)
- ☐ Low VOC Wood Products
☐ Rammed Earth
☐ Straw-bale

Const - Finish: 1 to 9 req'd

- ☐ Painted
☐ Brick Trim/Veneer
☐ Siding
☐ Low VOC Paint
☐ Other (See Remarks)
- ☐ Stucco
☐ Stone
☐ EIFS Synthetic Stcco
☐ No VOC Paint

Construction Status

- ☐ To Be Built
☐ Complete Spec Home
- ☐ Under Construction

Roofing: 1 to 1 req'd

- ☐ Comp Shingle
☐ Tile
☐ Shake
☐ Foam
☐ Metal
☐ Sub Tile Ventilation
- ☐ Built-Up
☐ Rock
☐ Concrete
☐ Rolled
☐ Reflective Coating
☐ Other (See Remarks)

Cooling: 1 to 7 req'd

- ☐ Refrigeration
☐ Both Refrig & Evap
☐ Window/Wall Unit
☐ ENERGY STAR Qualified Equipment
☐ Other
- ☐ Evaporative Cooling
☐ Ceiling Fan(s)
☐ Programmable Thmstat
☐ Mini Split
☐ See Remarks
- ☐ HVAC SEER Rating:

Heating: 1 to 5 req'd

- ☐ Ceiling
☐ Electric
☐ Wall/Floor Heat
☐ Mini Split
☐ Other
- ☐ Propane
☐ Natural Gas
☐ ENERGY STAR Qualified Equipment
☐ No Heat
☐ See Remarks

Plumbing

- ☐ Recirculation Pump
☐ Dual Flush Toilet
☐ Energy Star Ht Wtr Htr
☐ Gas Hot Wtr - Tankless
☐ Propane Hot Wtr Htr
☐ Reclaimed Water Sys
☐ WaterSense Faucet(s)
☐ WaterSense Toilet(s)
- ☒ Tankless Ht Wtr Heat
☐ Electric Hot Wtr Htr
☐ Gas Hot Water Heater
☐ Low Flow Fixtures
☐ Rainwater Captr Sys
☐ Solar Hot Water Htr
☐ WaterSense Showerhead

Energy/Green Feature

- ☐ Solar Hot Water
☐ Load Controller
☐ Energy Audit
☐ Fresh Air Mechanical
☐ ENERGY STAR Light Fixture
☐ HERS Rating Y/N:
☐ HERS Rating:
☐ HERS Cert Date:
- ☐ Solar Panels
☐ Multi-Zones
☐ Gray Water System
☐ Solar Tubes
☐ Other (See Remarks)

Green/Energy Cert

- ☐ Energy Star Cert
☐ LEED Neighborhood Dev
☐ HPwES
☐ NGBS Green Program
- ☐ LEED Certified
☐ Scotts Gm Bldg Prog
☐ Indoor airPLUS Pkg

Green/Engy Cert Year

Green/Engy Cert Year:

Solar Panels

- ☐ Ownership:
☐ Grid:
☐ kW:

Utilities: 1 to 9 req'd

- ☐ APS
☐ SW Gas
☐ City Gas
☐ Oth Gas (See Rmrks)
☐ Other (See Remarks)
☐ SSVEC
- ☐ SRP
☐ City Electric
☐ City Elec (See Rmrks)
☐ Bull City Gas
☐ Columbus Elec Co-Op

Water: 1 to 5 req'd

- ☐ City Water
☐ Well - Pvtly Owned
☐ Hauled
- ☐ Pvt Water Company
☐ Well - Shared
☐ Onsite Well

Well Share

Well Share #:

Sewer: 1 to 8 req'd

- ☐ Sewer - Public
☐ Sewer - Available
☐ Septic Tank
☐ No Sewer/Septic
- ☐ Sewer - Private
☐ Sewer in & Cnctd
☐ Septic in & Cnctd
☐ Other (See Remarks)

Residential Propane Tank

Residential Propane Tank:

Services

- ☐ City Services
☐ Other (See Remarks)
- ☐ County Services

Fencing: 1 to 10 req'd

- ☐ Wrought Iron
☐ Wood
☐ Chain Link
☐ Partial
☐ Other
- ☐ Block
☐ Concrete Panel
☐ Wire
☐ None
☐ See Remarks

Property Description

- ☐ Border Pres/Pub Lnd
☐ Golf Course Lot
☐ Cul-De-Sac Lot
☐ Nat Reg Historic Hms
☐ Mountain View(s)
☐ East/West Exposure
☐ Street(s) Not Paved
☐ Borders Common Area
- ☐ Waterfront Lot
☐ Hillside Lot
☐ Corner Lot
☐ City Light View(s)
☐ North/South Exposure
☐ Alley
☐ Adjacent to Wash

Landscaping: 1 to 19 req'd

- ☐ Dirt Front
☐ Gravel/Stone Front
☐ Desert Front
☐ Natural Desert Front
☐ Grass Front
☐ Synthetic Grass Fmt
☐ Yrd Wtring Sys Front
☐ Auto Timer H2O Front
☐ Irrigation Front
☐ Flood Irrigation
- ☐ Dirt Back
☐ Gravel/Stone Back
☐ Desert Back
☐ Natural Desert Back
☐ Grass Back
☐ Synthetic Grass Back
☐ Yrd Wtring Sys Back
☐ Auto Timer H2O Back
☐ Irrigation Back

Horse Features

- ☐ Corral(s)
☐ Barn
☐ Arena
☐ Hot Water
☐ Commercial Board
☐ Other
- ☐ Stall
☐ Wash Room
☐ Auto Water
☐ Commercial Breed
☐ Bridle Path Access
☐ See Remarks

Show Instructions

- ☐ Tenant's Rights
☐ Alarm Activated
- ☐ Special Instructions See Private Remarks

Permission Required to Show:

Notify:

Primary Showing Contact:

ARMLS Lockbox:

Non-ARMLS Lockbox:

Property Access

- ☐ Alarm Code - DND2:
☐ Gate Code - DND2:
☐ Mech-box Code - DND2:
☐ Other Code - DND2:
☐ Lockbox Location:

Possession: 1 to 3 req'd

- ☐ By Agreement
☐ Subject To Tenant Rights
- ☐ Close of Escrow

Unit Style

- ☐ All on One Level
☐ Three or More Levels
☐ One Common Wall
☐ Three Common Walls
☐ Neighbor Below
☐ Poolside
☐ Courtyard Facing
☐ Penthouse
- ☐ Two Levels
☐ No Common Walls
☐ Two Common Walls
☐ Neighbor Above
☐ End Unit
☐ Ground Level
☐ Street Facing

Association Fee Incl: 1 to 17 req'd

- ☐ Exterior Mnt of Unit
☐ Roof Replacement
☐ Water
☐ Garbage Collection
☐ Air Cond/Heating
☐ Gas
☐ Front Yard Maint
☐ Street Maint
☐ Other (See Remarks)
- ☐ Roof Repair
☐ Blanket Ins Policy
☐ Sewer
☐ Pest Control
☐ Electric
☐ Cable or Satellite
☐ Common Area Maint
☐ No Fees

Association Rules/Info: 1 to 14 req'd

- ☐ OK (See Remarks)
☐ Separate Prkn/Vail
☐ Clubhouse/Rec Center
☐ FHA Approved Prjct
☐ Special Assmnt Pending
☐ Not Managed
☐ None
- ☐ NoVsbble TrkTrlrVt
☐ Rental OK (See Rmrks)
☐ Club, Membership Opt
☐ VA Approved Prjct
☐ Prof Managed
☐ Not Managed
☐ Other (See Remarks)

Existing 1st Loan: 1 to 8 req'd

- ☐ FHA
☐ Conventional
☐ Private
☐ Treat as Free&Clear
- ☐ VA
☐ Farm Home
☐ Wrap
☐ Other (See Remarks)

Existing 1st Ln Trms

- ☐ Assume - No Qualify
☐ Non Assumable
- ☐ Assume - Qualify

Miscellaneous

☐ Home Warranty

New Financing: 1 to 15 req'd

- ☐ Cash
☐ VA
☐ Conventional
☐ Farm Home/ USDA
☐ Seller May Carry
☐ Lease Option
☐ Also for Rent
☐ Trade
- ☐ CTL
☐ FHA
☐ FannieMae (HomePath)
☐ Buy Down Subsidy
☐ Wraparound
☐ Lease Purchase
☐ 1031 Exchange

Disclosures: 1 to 6 req'd

- ☐ Seller Discl Avail
☐ Agency Discl Req
☐ Well Disclosure
☐ Vicinity of an Airport
- ☐ Spr Fnd/WQARF/DOD
☐ Special Assmnt Dist
☐ None
☐ Other (See Remarks)

Contact Info

- ☐ List Agt Primary Phn: (425) 407-2800
☐ CoList Primary Phn:
☐ Office Fax Number:
☐ List Agent Home Phn:
☐ List Agent Home Phn 2:
☐ List Agent Cell Phn:
☐ List Agent Cell Phn2:
☐ List Agent Ofc Phn2:



[illegible]

The undersigned Owner acknowledges and reaffirms that this Profile Sheet is an integral part of the Listing Contract between Owner and Broker, that all information in the Profile Sheet is true, correct and complete, that the Owner will promptly notify Broker if there is any material change in such information during the term of this Listing and that Owner will indemnify other persons for inaccuracies in such information as further provided in the Listing Contract. If there is a conflict between the Listing Contract and the Profile Sheet, the terms of this Profile Sheet shall prevail. Owner agrees to indemnify and hold Broker, all Boards or Associations of REALTORS®, ARMs and all other brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation or breach of warranty by Owner in this Listing, and any incorrect information supplied by Owner and any facts concerning the Property not disclosed by Owner, including without limitation, any and all known to Owner relating to adverse conditions or latent defects.

Date _____

Date _____

The undersigned Agent/Broker represents and warrants that the information in and manner of execution of this Profile Sheet and the related Listing Contract comply in all respects with the Rules and Regulations of ARMLS and the Agent's/Broker's Board or Association of REALTORS®.

Date _____



Value Lists for Residential Input Form: ARMLS

Flood Zone

- No
- TBD
- Yes

Elem School Dist

- 000 - Out of Area
- 0000 - Fort Huachuca Accommodation District - Cochise
- 0001 - Florence Unified District - Pinal
- 0002 - Oracle Elementary District - Pinal
- 0003 - Ray Unified District - Pinal
- 0004 - Casa Grande Elementary District - Pinal
- 0005 - Red Rock Elementary District - Pinal
- 0008 - Mammoth/San Manuel District - Pinal
- 001 - Phoenix Elementary District - Pinal
- 0011 - Eloy Elementary District - Pinal
- 0015 - Superior Unified District - Pinal
- 0018 - Sacaton Elementary District - Pinal
- 002 - Riverside Elementary District - Pinal
- 0020 - Maricopa Unified District - Pinal
- 0021 - Coolidge Unified District - Pinal
- 0022 - Toltec Elementary District - Pinal
- 0024 - Stanfield Elementary District - Pinal
- 003 - Tempe School District - Pinal
- 0033 - Picacho Elementary District - Pinal
- 004 - Mesa Unified District
- 0043 - Apache Junction Unified District - Pinal
- 0044 - J.O. Combs Unified District - Pinal
- 005 - Isaac Elementary District
- 006 - Washington Elementary District
- 007 - Wilson Elementary District
- 008 - Osborn Elementary District
- 0082 - Casa Grande Union HS District - Pinal
- 009 - Wickenburg Unified District
- 01 - Tombstone Unified District - Cochise
- 011 - Peoria Unified District - Cochise
- 014 - Creighton Elementary District
- 017 - Tolleson Elementary District
- 018 - San Simon Unified District - Cochise
- 02 - Bisbee Unified District - Cochise
- 021 - Murphy Elementary District
- 022 - Valley Union High School District - Cochise
- 024 - Gila Bend Unified District
- 025 - Liberty Elementary District
- 027 - Douglas Unified District - Cochise
- 028 - Kyrene Elementary District
- 031 - Balsz Elementary District
- 033 - Buckeye Elementary District
- 038 - Madison Elementary District
- 040 - Glendale Elementary District
- 041 - Gilbert Unified District
- 042 - Apache Elementary District - Cochise
- 044 - Avondale Elementary District
- 045 - Fowler Elementary District
- 047 - Arlington Elementary District
- 048 - Scottsdale Unified District
- 049 - Palo Verde Elementary District
- 055 - McNeal Elementary District - Cochise
- 059 - Laveen Elementary District
- 060 - Higley Unified District
- 062 - Union Elementary District
- 063 - Aguila Elementary District
- 065 - Littleton Elementary District
- 066 - Roosevelt Elementary District
- 068 - Alhambra Elementary District
- 069 - Paradise Valley Unified District
- 071 - Sentinel Elementary District
- 075 - Morristown Elementary District
- 079 - Litchfield Elementary District
- 080 - Chandler Unified District
- 081 - Nadaburg Unified School District
- 083 - Carlwright Elementary District
- 086 - Mobile Elementary District
- 089 - Dysart Unified District
- 09 - Benson Unified School District - Cochise
- 090 - Saddle Mountain Unified District
- 092 - Pendergast Elementary District
- 093 - Cave Creek Unified District
- 094 - Paloma School District
- 095 - Queen Creek Unified District
- 097 - Deer Valley Unified District
- 098 - Fountain Hills Unified District
- 12 - Elfrieda Elementary District - Cochise
- 13 - Willcox Unified District - Cochise
- 14 - Bowie Unified District - Cochise
- 201 - Bismarck Union High School District
- 202 - Glendale Union High School District
- 203 - St David Unified District - Cochise
- 216 - Agua Fria Union High School District
- 22 - Pearce Elementary District - Cochise
- 23 - Naco Elementary District - Cochise
- 26 - Cochise Elementary District - Cochise
- 4411 - Sahuarita Unified District
- 4457 - Nogales Unified District - Santa Cruz
- 4458 - Santa Cruz Valley Unified District
- 4459 - Santa Cruz Elementary District - Santa Cruz
- 4460 - Patagonia Elementary District
- 4461 - Sonoita Elementary District
- 4462 - Patagonia Union High School District
- 45 - Double Adobe

- Elementary District - Cochise
- 49 - Palominas Elementary District - Cochise
- 53 - Ash Creek Elementary District - Cochise
- 64 - Pomerene Elementary District - Cochise

- District - Cochise
- 68 - Sierra Vista Unified District - Cochise
- 840 - Santa Cruz Valley Union HS District - Pinal

Tax Municipality

- Apache - COUNTY
- Apache Junction
- Avondale
- Benson
- Bisbee
- Buckeye
- Bullhead City
- Camp Verde
- Carefree
- Casa Grande
- Cave Creek
- Chandler
- Chino Valley
- Clarkdale
- Clifton
- Cochise - COUNTY
- Cocino - COUNTY
- Colorado City
- Coolidge
- Cottonwood
- Dewey-Humboldt
- Douglas
- Duncan
- Eagar
- El Mirage
- Eloy
- Flagstaff
- Florence
- Fountain Hills
- Fredonia
- Gila - COUNTY
- Gila Bend
- Gilbert
- Glendale
- Globe
- Goodyear
- Graham - COUNTY
- Greenlee - COUNTY
- Guadalupe
- Hayden
- Holbrook
- Huachuca City
- Jerome
- Keamy
- Kingman
- La Paz - COUNTY
- La Verde
- Litchfield Park
- Mammoth
- Marana
- Maricopa - COUNTY
- Maricopa - COUNTY
- Mesa
- Mohave - COUNTY
- Navajo - COUNTY
- Nogales
- Oro Valley
- OUTSIDE ARIZONA
- Page
- Paradise Valley
- Parker
- Patagonia
- Payson
- Peoria
- Phoenix
- Pima - COUNTY
- Pima - TOWN
- Pinal - COUNTY
- Pinetop-Lakeside
- Prescott
- Prescott Valley
- Quartzsite
- Queen Creek
- Safford
- Sahuarita
- San Luis
- Santa Cruz - COUNTY
- Scottsdale
- Sedona
- Show Low
- Sierra Vista
- Snowflake
- Somerton
- South Tucson
- Springerville
- Superior
- Surprise
- Taylor
- Tempe
- Thatcher
- Tombstone
- Tucson
- Tusayan
- Wellton
- Wickenburg
- Winkelman
- Winslow
- Yavapai - COUNTY
- Youngtown
- Yuma - CITY
- Yuma - COUNTY

ARMLS Lockbox

- No
- Yes

Non-ARMLS Lockbox

- No
- Yes

HOA 2 Paid (Freq)

- Annually
- Monthly
- Quarterly
- Semi-Annually

HOA 3 Y/N

- N
- Y

HOA 3 Paid (Freq)

- Annually
- Monthly
- Quarterly
- Semi-Annually

PAI Paid (Freq)

- Annually
- Monthly
- Quarterly
- Semi-Annually

Cap Impv/Impt Fee\$/%

- \$
- %

Cap Impv/Impt Fee2\$/%

- \$
- %

Common Facilities Dist

- N
- Y

Land Lease Pd (Freq)

- Annually
- Monthly
- Quarterly
- Semi-Annually

Rec Center Pd (Freq)

- Annually
- Monthly
- Quarterly
- Semi-Annually

Rec Center Fee 2 Y/N

- N
- Y

Rec Cent 2 Pd (Freq)

- Annually
- Monthly
- Quarterly
- Semi-Annually

HERS Rating Y/N

- N
- Y

Ownership

- Leased
- Owned
- Third Party Owned

Grid

- Off
- On

Basement Y/N

- N
- Y

Sep Den/Office Y/N

- N
- Y

Residential Propane Tank

- Leased
- Owned

Commission Required to Show

- No
- Yes

To Schedule Showing

- Contact Via Email
- Contact Via Phone
- Contact Via ShowingTime, Text, Phone or Email
- Contact Via Text
- Contact Via Text, Phone or Email
- Use ShowingTime

Notify

- No Notification Required
- Via Email
- Via Phone
- Via ShowingTime
- Via ShowingTime, Text, Phone, or Email
- Via Text
- Via Text, Phone or Email

HOA Paid (Freq)

- Annually
- Monthly
- Quarterly
- Semi-Annually

Primary Showing Contact

- Co-Listing Agent
- List OR Co-List Agent
- Listing Agent
- Owner

Sellers Property Disclosure



Deah Hendriksz
DH

Deah Hendriksz
14245 W Grand Ave #1
Surprise, AZ 85374

425-407-2800
Deah@DHRealtor.com
www.DHRealtor.com



RESIDENTIAL SELLER DISCLOSURE ADVISORY

Document updated:
February 2023



WHEN IN DOUBT – DISCLOSE!



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

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



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

If you do not make the legally required disclosures, you may be subject to civil liability.

Under certain circumstances, nondisclosure of a fact is the same as saying that the fact does not exist. Therefore, nondisclosure may be given the same legal effect as fraud.

Note: These disclosures are warranties that survive closing.

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

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



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

Document updated:
February 2023



ARIZONA
ASSOCIATION OF
REALTORS®
REAL SOLUTIONS. REALTOR® SUCCESS.

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



MESSAGE TO THE SELLER:

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

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

MESSAGE TO THE BUYER:

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

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

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

PROPERTY AND OWNERSHIP

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

3. **LEGAL OWNER(S) OF PROPERTY:** _____

4. _____ Date Acquired: _____

5. **PROPERTY ADDRESS:** 123 Main St _____

_____ (CITY) (STATE) (ZIP)

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

7. Explain: _____

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

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

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

14. ☐ Other: _____ Explain: _____

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

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

17. _____

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

19. _____

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

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

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

23. Explain: _____

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

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

Residential Seller's Property Disclosure Statement (SPDS) >>

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

YES NO

29. ☐ ☐ Have you entered into any agreement to transfer your interest in the Property in any way, including rental renewals
 30. or options to purchase? Explain: _____
31. ☐ ☐ Are you aware if there are any association(s) regulating the Property? If yes, ☐ Mandatory ☐ Voluntary (If no, skip to line 40.)
 32. If yes, provide contact(s) information: Name: _____ Phone #: _____
 33. Name: _____ Phone #: _____
34. ☐ ☐ If yes, are there any fees? How much? \$ _____ How often? _____
 35. How much? \$ _____ How often? _____
36. ☐ ☐ Are you aware if the Property has any association(s) notices of potential violation(s) or unresolved violation(s)?
 37. Explain: _____
38. ☐ ☐ Are you aware of any pending or anticipated disputes or litigation regarding the Property or the association(s)?
 39. Explain: _____
40. ☐ ☐ Are you aware of any of the following recorded against the Property? (Check all that apply):
 41. ☐ Judgment liens ☐ Tax liens ☐ Notice of Default ☐ Other non-consensual liens
 42. Explain: _____
43. ☐ ☐ Are you aware of any assessments affecting the Property? (Check all that apply):
 44. ☐ Paving ☐ Sewer ☐ Water ☐ Electric ☐ Other _____
 45. Explain: _____
46. ☐ ☐ Are you aware of any of the following title issues affecting the Property? (Check all that apply):
 47. ☐ Recorded easements ☐ Use restrictions ☐ Eminent domain ☐ Encroachments ☐ Variance(s)
 48. ☐ Unrecorded easements ☐ Easement permits ☐ Other _____
 49. Explain: _____
50. ☐ ☐ Are you aware if the Property is located within the boundaries of a Community Facilities District (CFD)? (If no, skip to line 54.)
 51. If yes, provide the name of the CFD: _____
52. ☐ ☐ If yes, are there any fees? How much? \$ _____ How often? _____
 53. The CFD fees are ☐ Included in the Property Taxes ☐ Paid Separately
54. ☐ ☐ Are you aware of any public or private use paths or roadways on or across the Property? Explain: _____
 55. _____
56. ☐ ☐ Are you aware of any problems with legal or physical access to the Property? Explain: _____
 57. _____
58. The road/street access to the Property is maintained by the ☐ County ☐ City ☐ Homeowners' Association
 59. ☐ Privately ☐ Not Maintained
60. ☐ ☐ If privately maintained, is there a road maintenance agreement? (Attach agreement if available.)
 61. Explain: _____
62. ☐ ☐ Are you aware of any notices of potential violation(s) or unresolved violation(s) of any of the following? (Check all that apply):
 63. ☐ Zoning ☐ Building Codes ☐ Utility Service ☐ Sanitary health regulations ☐ Municipal Ordinances
 64. ☐ Covenants, Conditions, Restrictions (CC&R's) ☐ Other _____ (Attach a copy of notice(s) if available.)
 65. Explain: _____

Residential Seller's Property Disclosure Statement (SPDS) >>

66.
67.
68.

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

69. ☐ ☐
70.

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

Explain: _____

BUILDING AND SAFETY INFORMATION

YES NO

71.

ROOF / STRUCTURAL:

72.

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

73.

Approximate age of roof? _____

74. ☐ ☐

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

75.

76. ☐ ☐

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

77.

78. ☐ ☐

Are you aware of any roof repairs? Explain: _____

79.

80. ☐ ☐

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

81. ☐ ☐

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

82. ☐ ☐

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

83.

84. ☐ ☐

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

85.

86. ☐ ☐

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

87.

88. ☐ ☐

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

89. ☐ Flood ☐ Fire ☐ Wind ☐ Expansive soil(s) ☐ Water ☐ Hail ☐ Other _____

90.

Explain: _____

91.

WOOD INFESTATION:

92.

**NOTICE TO BUYER: Contact Office of Pest Management for past termite reports or treatment history on file.
<http://agriculture.state.az.gov>**

93.

94.

Are you aware of any of the following:

95. ☐ ☐

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

96. ☐ ☐

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

97. ☐ ☐

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

98.

Explain: _____

99.

100. ☐ ☐

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

101.

If yes, date last treatment was performed: _____

102.

Name of treatment provider(s): _____

103. ☐ ☐

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

104. ☐ ☐

If yes, is the treatment warranty transferable? Cost to transfer: _____

Residential Seller's Property Disclosure Statement (SPDS) >>

YES NO

105. **HEATING & COOLING:**

106. Heating: Type(s) _____

107. Approximate Age(s) _____

108. Cooling: Type(s) _____

109. Approximate Age(s) _____

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

111. Explain: _____

112. **PLUMBING:**

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

114. If yes, identify: _____

115. ☐ ☐ Are you aware of any past or present plumbing problems? Explain: _____

116. _____

117. ☐ ☐ Are you aware of any water pressure problems? Explain: _____

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

119. ☐ ☐ Are you aware of any past or present water heater problems? Explain: _____

120. _____

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

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

123. Explain: _____

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

125. ☐ Water Filtration ☐ Reverse Osmosis ☐ Water Softener ☐ Other _____

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

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

128. Explain: _____

129. **SWIMMING POOL/SPA/HOT TUB/SAUNA/WATER FEATURE:**

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

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

132. ☐ ☐ If yes, are any of the following heated? ☐ Swimming pool ☐ Spa If yes, type of heat: _____

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

134. Explain: _____

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

136. Explain: _____

137. ☐ ☐ Do you lease any pool equipment? Explain: _____

138. _____

139. **ELECTRICAL AND OTHER RELATED SYSTEMS:**

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

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

142. _____

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

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

145. ☐ Owned ☐ Leased (Attach a copy of lease if available.) ☐ Monitored ☐ Other _____

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

147. _____

Initials>

BUYER BUYER

Residential Seller's Property Disclosure Statement (SPDS) >>

YES NO

148. ☐ ☐ Does the Property contain any of the following systems or detectors? (Check all that apply):
149. ☐ Smoke/fire detection ☐ Fire suppression (sprinklers) ☐ Carbon monoxide detector
150. ☐ ☐ If yes, are you aware of any past or present problems with the above systems? Explain: _____
151. _____

MISCELLANEOUS:

152. _____
153. ☐ ☐ Are you aware of any animals/pets that have resided in the Property? If yes, what kind: _____
154. _____
155. ☐ ☐ Are you aware of or have you observed any of the following anywhere on the Property? (Check all that apply):
156. ☐ Scorpions ☐ Rabid animals ☐ Bee swarms ☐ Rodents ☐ Reptiles ☐ Bed Bugs ☐ Other _____
157. Explain: _____
158. ☐ ☐ Has the Property been serviced or treated for pests, reptiles, insects, birds or animals? If yes, how often: _____
159. Name of service provider(s): _____ Date of last service: _____

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

169. ☐ ☐ Are you aware of any work performed on the Property, such as building, plumbing, electrical or other improvements or alterations or room conversions? (If no, see item 186.)
170. _____
171. ☐ ☐ Are you aware if permits for the work were obtained? Explain: _____
172. ☐ ☐ Was the work performed by a person licensed to perform the work? Explain: _____
173. ☐ ☐ Was approval for the work required by any association governing the Property? Explain: _____
174. ☐ ☐ If yes, was approval granted by the association? Explain: _____
175. ☐ ☐ Was the work completed? Explain: _____
176. List the names and license numbers of all contractors and scope of work that has been performed on the Property in the past year:

Contractor Name	License Number	Scope of Work
177. _____	_____	_____
178. _____	_____	_____
179. _____	_____	_____
180. _____	_____	_____
181. _____	_____	_____
182. _____	_____	_____
183. Explain: _____		
184. _____		
185. _____		

186. ☐ ☐ Are there any security bars or other obstructions to door or window openings? Explain: _____
187. If there are security bars, are quick releases installed in the bedrooms? Explain: _____
188. ☐ ☐ Are you aware of any past or present problems with any built-in appliances? Explain: _____
189. _____

UTILITIES/SERVICES

190. DOES THE PROPERTY CURRENTLY RECEIVE THE FOLLOWING SERVICES?

YES NO

NAME OF PROVIDER

191. ☐ ☐ Cable / Satellite: _____
192. ☐ ☐ Electricity: _____
193. ☐ ☐ Fire: _____
194. ☐ ☐ ☐ Public ☐ Private
195. ☐ ☐ Flood Irrigation: _____
196. ☐ ☐ Fuel: ☐ Natural gas ☐ Propane ☐ Oil _____
197. ☐ ☐ If propane tank, ☐ Owned ☐ Leased (Attach a copy of lease if available.)
198. ☐ ☐ Garbage Collection: _____
199. ☐ ☐ ☐ Public ☐ Private
200. ☐ ☐ Internet: _____
201. ☐ ☐ Telephone: _____
202. ☐ ☐ Water Source: _____
203. ☐ ☐ ☐ Public ☐ Private water co. ☐ Hauled water _____
204. ☐ ☐ ☐ Private well ☐ Shared well If water source is a private or shared well, complete and attach Domestic Water
205. ☐ ☐ Well/Water Use Addendum.

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

209. ☐ ☐ Are you aware of any past or present drinking water problems? Explain: _____
210. _____
211. ☐ ☐ U.S. Postal Service delivery is available at: ☐ ☐ ☐ Post Office ☐ Other _____
212. ☐ ☐ ☐ Cluster Mailbox, Box Number _____ Location _____
213. ☐ ☐ Are there any alternate power systems serving the Property? (If no, skip to line 224.)
214. ☐ ☐ If yes, indicate type of system(s) that apply, _____
215. ☐ ☐ ☐ Solar ☐ Wind ☐ Generation ☐ Other _____
216. ☐ ☐ Are you aware of any past or present problems with the alternate power system(s)? Explain: _____
217. _____
218. ☐ ☐ Are any alternate power systems serving the Property leased? Explain: _____
219. _____
220. ☐ ☐ If yes, provide name and phone number of the leasing company (Attach copy of lease if available.): _____
221. _____

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

SEWER/WASTEWATER TREATMENT

YES NO

224. ☐ ☐ Is the entire Property connected to a sewer?
225. ☐ ☐ If no, is a portion of the Property connected to a sewer? Explain: _____
226. _____
227. ☐ ☐ If the entire Property or a portion of the Property is connected to a sewer, are you aware if a professional verified the
228. ☐ ☐ sewer connection? If yes, how and when: _____
229. ☐ ☐ Is there a lift pump? Explain: _____

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

YES NO

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

232. Name of Provider: _____

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

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

235. If yes, the Facility is: ☐ Conventional septic system ☐ Alternative system; type: _____

236. Number of Facilities: _____

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

238. If yes, name of contractor: _____ Phone #: _____

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

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

241. Explain: _____

242. _____

243. Approximate date of last Facility inspection and/or pumping of septic tank: _____

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

245. _____

246. ☐ ☐ Are you aware if a Facility was: ☐ Abandoned ☐ Escaped ☐ Removed

247. Explain: _____

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

249. _____

ENVIRONMENTAL INFORMATION

YES NO

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

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

252. Explain: _____

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

254. ☐ Soil settlement/expansion ☐ Drainage/grade ☐ Erosion ☐ Fissures ☐ Other _____

255. Explain: _____

256. _____

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

258. _____

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

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

261. ☐ Odors ☐ Nuisances ☐ Sand/gravel operations ☐ Other _____

262. Explain: _____

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

264. _____

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

266. Explain: _____

Residential Seller's Property Disclosure Statement (SPDS) >>

YES NO

267.
268.
269.
270.
271.

NOTICE TO SELLER AND BUYER: Pursuant to Arizona law a Seller shall provide a written disclosure to the Buyer if the Property is located in territory in the vicinity of a military airport or ancillary military facility as delineated on a map prepared by the State Land Department. The Department of Real Estate also is obligated to record a document at the County Recorder's Office disclosing if the Property is under restricted air space and to maintain the State Land Department Military Airport Map on its website at www.azre.gov.

272.

☐ ☐

Is the Property located in the vicinity of a military airport or ancillary military facility?

273.

Explain: _____

274.

☐ ☐

Are you aware of the presence of any of the following on the Property, past or present? (Check all that apply):

275.

☐ Asbestos ☐ Radon gas ☐ Lead-based paint ☐ Pesticides ☐ Underground storage tanks ☐ Fuel/chemical storage

276.

Explain: _____

277.

☐ ☐

Are you aware if the Property is located within or subject to any of the following ordinances? (Check all that apply):

278.

☐ Superfund / WQARF / CERCLA ☐ Wetlands area ☐ Natural Area Open spaces

279.

☐ ☐

Are you aware of any open mine shafts/tunnels or abandoned wells on the Property?

280.

If yes, describe location: _____

281.

☐ ☐

Are you aware if any portion of the Property is in a flood plain/way? Explain: _____

282.

283.

☐ ☐

Are you aware of any portion of the Property ever having been flooded? Explain: _____

284.

285.

☐ ☐

Are you aware of any water damage or water leakage of any kind on the Property? Explain: _____

286.

287.

☐ ☐

Are you aware of any past or present mold growth on the Property? Explain: _____

288.

289.

290.

291.

292.

293.

294.

295.

296.

297.

298.

299.

300.

301.

302.

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

OTHER CONDITIONS AND FACTORS

303.

What other material (important) information are you aware of concerning the Property that might affect the Buyer's decision-making

304.

process, the value of the Property, or its use? Explain: _____

305.

ADDITIONAL EXPLANATIONS

306.

307.

308.

Residential Seller's Property Disclosure Statement (SPDS) >>

309. _____
310. _____
311. _____
312. _____
313. _____

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

318. _____
319. ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR

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

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

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

330. _____
331. ^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR

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

Buyers Request For Repairs



Deah Hendriksz
DH

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Surprise, AZ 85374

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www.DHRealtor.com



RESIDENTIAL BUYER'S INSPECTION NOTICE AND SELLER'S RESPONSE (BINSR)

Page 1 of 3
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.



1. Contract dated: _____, 20____
MONTH DAY YEAR
2. Seller: _____
3. Buyer: _____
4. Premises Address: 123 Main St, ,

BUYER INSPECTIONS AND INVESTIGATIONS COMPLETED

(See Section 6j)

Buyer has completed all desired Inspection Period items, such as:

- (a) physical, environmental, and other inspections and investigations;
- (b) inquiries and consultations with government agencies, lenders, insurance agents, architects, and other persons and entities;
- (c) investigations of applicable building, zoning, fire, health, and safety codes;
- (d) inquiries regarding sex offenders; and the occurrence of a disease, natural death, suicide, homicide or other crime on the Premises or in the vicinity
- (e) inspections and investigations pertaining to square footage, wood-destroying organisms or termites, sewer, flood hazard swimming pool barriers, and insurance; and
- (f) inspections and investigations of any other items important to Buyer.

Buyer has verified all information deemed important including:

- (a) MLS or listing information; and
- (b) all other information obtained regarding the Premises.

Buyer acknowledges that:

- (a) All desired Inspection Period inspections and investigations must be completed prior to delivering this notice to Seller;
- (b) All Inspection Period items disapproved must be provided in this notice;
- (c) Buyer's election is limited to the options specified below and
- (d) Buyer is not entitled to change or modify his/her election after this notice is delivered to Seller.

Buyer and Seller acknowledge that any agreed upon corrections/repairs:

- (a) Must be performed in a workmanlike manner; and
- (b) Arizona law, A.R.S. § 32-1121, requires that a licensed contractor perform corrections/repairs for which: (i) the aggregate contract price, including labor and materials, is \$1,000 or greater; or (ii) the work to be performed is not of a casual or minor nature; or (iii) the work to be performed requires a local building permit.

Buyer elects as follows:

- ☐ Premises Accepted – No corrections requested. Buyer accepts the Premises in its present condition and no corrections or repairs are requested.
- ☐ Premises Rejected – Buyer disapproves of the items listed below and elects to immediately cancel the Contract.
- ☐ Buyer elects to provide Seller an opportunity to correct or address the disapproved items listed below. (Attach an addendum, if applicable.)

Items disapproved: _____

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SAMPLE

Buyer acknowledges that Broker(s): (1) make no representations concerning the competency of any inspectors, contractors and/or repair persons and assume no responsibility for any deficiencies or errors made; and (2) neither Seller nor Broker(s) are experts at detecting or repairing, or estimating costs to repair physical defects in the Premises. Buyer further acknowledges that if Seller agrees to address the items disapproved by monetary credit or change in Purchase Price, an addendum must be submitted to Buyer's lender, who may limit or restrict total contractual credits. The undersigned agrees to the modified or additional terms and conditions, if any, and acknowledges receipt of a copy hereof.

^ BUYER'S SIGNATURE

MO/DA/YR

^ BUYER'S SIGNATURE

MO/DA/YR

BUYER'S WAIVER OF INSPECTIONS

BUYER ACKNOWLEDGES THAT BUYER WAS ADVISED TO OBTAIN INSPECTIONS OF THE PREMISES BY QUALIFIED INSPECTOR(S) AND BUYER DECLINED. By acting against Broker's advice, Buyer accepts responsibility and hereby releases, indemnifies and holds harmless Brokers from any and all liability for all matters that professional inspections could have revealed.

^ BUYER'S SIGNATURE

MO/DA/YR

^ BUYER'S SIGNATURE

MO/DA/YR

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MO/DAY/YR

MO/DAY/YR