



This is a general contract, you should have an attorney look over this contract and any additional paperwork needed BEFORE signing and agreeing to the terms. Your situation is unique and you recognise this platform does NOT cover all situations, and does NOT advise ANYTHING. Seek tax, legal, and a real estate agent for advice.

1. Property

a. Buyer(s): _____

b. Seller(s): _____

c. Address: _____ City: _____

Arizona Zip Code: _____ County: _____ Assessor Number: _____

Legal Description: _____

d. Personal Property

- i. Seller agrees to transfer all fixtures attached or affixed to the property. Any controls, keys, relating to fixtures will also transfer with the sale. Including, but not limited to:

built-in appliances • light fixtures • ceiling fans and remote controls • mailbox • central vacuum, hose, and attachments • media antennas/satellite dishes (affixed) • draperies and other window coverings • outdoor fountains and lighting • fireplace equipment (affixed) • outdoor landscaping (i.e. - shrubbery, • floor coverings (affixed) trees and unpotted plants) • free-standing range/oven • shutters and awnings • garage door openers and remote • speakers (flush-mounted) controls • 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 • affixed alternate power systems serving • in-ground pool and spa/hot tub equipment the Premises (i.e. - solar) and covers (including any mechanical or other cleaning systems) security and/or fire systems and/or alarms • water purification systems • water softeners

- ii. Additional personal property included in this sale will be indicated with an “X”:

X	Item:
	Refrigerator
	Washer
	Dryer
	Pool and hot tub above ground, and associated equipment
	Other
	Other

Seller Initials	Buyer Initials

- iii. Any personal property included in sale shall be transferred free and clear of any liens or encumbrances.
- iv. Leased items will not be included and the seller must provide a list of leased items within 72 hours of contract acceptance. Buyer may disapprove of leased items by including them in BINSR during the inspection period.

2. Deal Details

- a. Full Purchase Price: \$ _____
- b. Earnest Money: \$ _____
Earnest money will be deposited with the agreed Escrow company.
- c. Additional down payment on or before COE: \$ _____
- d. Seller Concessions up to \$ _____, may be used for buyer’s loan costs, impounds, Title/Escrow company costs, recording fees, attorney fees, and a home warranty
 - i. Home warranty plan will be ordered by the buyer if one is desired. Buyer is responsible for investigating pricing and terms of plans. Home warranty plan will not use more than \$500.00 of seller concessions. Any amount over \$500.00 will be paid by the buyer. Attorney fees will not use more than \$500.00 of seller concessions. Any amount over \$500.00 will be paid by the buyer.
 - ii. Appraisal may be included as part of buyer’s loan cost. Only one appraisal may be included, if an additional appraisal is ordered it will be the responsibility of the buyer.
- e. Financed Amount: \$ _____
 - i. Financing Type: _____
 - 1. All cash sale will include proof of funds along with this offer.
 - 2. Pre-qualification form will be uploaded for a sale requiring financing.
 - ii. Loan contingency
 - 1. Buyer’s responsibility to complete this sale is contingent on buyer securing financing.
 - 2. Financing documents shall be signed and delivered to Escrow company no later than 72 hours prior to closing, or signed letter notifying seller that buyer will not be able to obtain financing necessary to close.
 - 3. Buyer will attempt to obtain financing in good faith effort.
 - 4. Buyer will attempt to obtain all documents and perform any obligation the financing company requires within the shortest time frame possible for the buyer.
 - 5. Buyer agrees that interest rate changes and inability to pay additional down payment is not an unfulfilled loan contingency.
 - 6. Buyer and buyer’s financing institution will complete any loan status updates, at the seller’s request.

Seller Initials	Buyer Initials

7. Buyer shall notify the seller of any financing changes as soon as possible.
 - a. Any changes made shall not increase seller's costs or delay COE unless agreed upon by the seller.
 - b. All loan costs will be paid by the buyer unless specified within the seller concessions section or other additional terms.

iii. **Appraisal Contingency**

1. Should the appraisal come in at or above full purchase price agreed to, appraisal contingency shall be waived.
2. If the appraisal is lower than the full purchase price, the buyer may send a signed letter to the seller within 5 days of receiving the appraisal, cancel the contract and receive earnest money in full. Or buyer may waive the appraisal contingency where permitted by law.

f. **Title and Escrow**

- i. Close of Escrow(COE) will occur on _____, or the next day escrow and recorder's office is available, and when all closing documents have been satisfied by all parties specified in this contract.
- ii. Possession and transfer of all keys shall occur at COE.
- iii. Buyer should seek legal and tax advice from licensed professionals on the consequences of taking title, and how to take title.
- iv. Buyer will obtain a disclaimer deed if required.
- v. Escrow Company will obtain and deliver to Buyer and Seller, a Commitment for Title Insurance along with copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements. Buyer shall have five (5) days after receipt of the Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to Seller of any items disapproved.
- vi. Seller will provide title by warranty deed, subject to existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements and all other matters of record. Seller's will purchase, at seller's expense, an American Land Title Association ("ALTA") Homeowner's Title Insurance Policy or, a Standard Owner's Title Insurance Policy, showing title in Buyer's name. Buyer may purchase extended coverage at Buyer's own expense, and not from seller concessions funds. Buyer shall pay the cost of obtaining the ALTA Lender Title Insurance Policy if required.
- vii. Escrow Company shall provide notice of pending sale with the name and address of Buyer to any homeowner's association(s) in which the Premises are located. If Escrow Company is also acting as the title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to Buyer and Seller, upon deposit of funds, a closing protection letter from the title insurer indemnifying Buyer and Seller for any losses due to fraudulent acts or breach of escrow instructions by Escrow Company. All documents necessary to close this transaction shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to the extent necessary to be consistent with this Contract. Escrow Company fees, unless otherwise stated, will be paid equally by Seller and Buyer. (cont.)

Seller Initials	Buyer Initials

Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to Seller, Buyer and Broker(s). Escrow Company shall provide Broker(s) access to escrowed materials and information regarding the escrow. If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.

- viii. Real property taxes, assessments, and fees that are not a lien at COE, shall be prorated to COE. Including but not limited to homeowner’s association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances, assessment liens, special tax bonds, and service contracts.
- ix. Buyer and Seller agree that if a dispute arises regarding distribution of earnest money, the escrow company will distribute as instructed by this contract. Buyer and Seller agree that the escrow company has no liability resulting from the distribution of earnest money.
- x. Foreign Sellers will notify the Escrow company and furnish any documents in accordance with the Foreign Investment in Real Property Tax Act.

g. Inspection Period DD

- i. Inspection period will be 10 days from contract acceptance, all inspections will be at buyer’s expense.
- ii. Buyer will complete all inspections that may be relevant to the buyer, and verify all facts and figures. Including but not limited to square footage, zoning, property condition, zoning, sex offenders, schools, and crime.
- iii. Wood-Destroying organism inspection will take place during the inspection period if required.
- iv. Flood zoning and insurance may be required, the buyer will investigate if needed.
- v. Buyer will investigate the ability to obtain all insurance the buyer deems necessary.
- vi. Sewer, septic, and water wells will be inspected if desired by the buyer.
- vii. The buyer will investigate all requirements relating to any pools or hot tubs on site. Pool barriers may need updating and will be the buyer’s responsibility unless otherwise agreed upon.
- viii. Additional documentation required: HOA, lead based paint, septic, pool barrier, ect
- ix. Buyer’s Inspection Seller Response (BINSR) document must be delivered, with any disapproved items, within the inspection period (ten days from contract acceptance) or the buyer will proceed with the purchase as-is.
- x. If the buyer disapproves of ANY items they may immediately cancel this contract and receive any earnest money deposited, or send the seller the BINSR with any and all disapproved items.
- xi. Upon receiving a BINSR the seller may do one of the following within 5 days:
 - 1. Respond in writing stating they will NOT correct any issues, in which case the buyer will then have an additional 5 days from receiving the written response, to cancel this contract and receive the earnest money in full, or proceed as-is with no changes. Should the seller not respond, the buyer will have the same options but take up to 5 days from the expiration of the seller’s deadline to respond or:
 - 2. Seller agrees in writing to correct the issues and will provide receipts at least 3 days before COE.
- xii. Seller will make property available for inspection with reasonable notice from buyer, and have utilities turned on at seller’s expense.

Seller Initials	Buyer Initials

h. **Additional Terms**

- i. Any signed written documents will supersede this agreement
- ii. Brokers representing buyers or sellers are identified below, buyer and seller agree to hold brokers and this platform harmless with **no liability** for this transaction.
- iii. All parties recognize this is a general contract and will consult with an attorney to determine if it fits their needs.

3. Disclosures

- a. A Seller’s Property Disclosure Statement (SPDS) and Insurance Claims History Report (CLUE) shall be delivered by the seller within 5 days of contract acceptance.
- b. Buyer may include any disapproved items from SPDS and CLUE in the BINSR no later than the end of the inspection period (10 days).
- c. Lead-Based Paint disclosure must be provided by the seller within 5 days, if any structure on the property was built before 1978. Seller will also disclose any known lead-based paint hazards on the property, and provide all inspection, records or other documentation relating to the hazard.

	Premises built prior to 1978?
--	-------------------------------

- d. Buyer will inspect and obtain estimates within the inspection period if desired. Buyer may then include any disapproved items in the BINSR during the inspection period.
- e. Seller will provide disclosure documents required by law, if the property is in an unincorporated area of the county and five or fewer parcels of the property other than subdivided property are being transferred.
- f. Any changes to the property during escrow will require immediate disclosure and updated SPDS. Buyer will then have five days from receipt of the updated SPDS to approve, or disapprove.
- g. Buyer and seller agree the property will be sold in the same condition as it is at contract acceptance unless otherwise agreed. This includes any personal property from 1(e). Any appliances previously agreed upon will not be different from when the contract is accepted or a tour occurred by buyer.
- h. Seller agrees that all bills relating to the property be paid in full within 140 days of COE.

Seller Initials	Buyer Initials

4. Remedies

A. Buyer shall have an opportunity to cure a breach of this contract. Seller must send a cure notice in writing to the buyer. Buyer will then have 3 days upon receiving cure notice to correct any issues and get in compliance with this contract.

B. Should the buyer fail to correct non compliance issues within 3 days of receiving the cure notice, the earnest money shall be released to the seller and all damages will be considered fully cured.

5. Additional Terms:

Seller Initials	Buyer Initials

Selling Broker(s):	
If blank this will be considered a "For Sale By Owner" transaction (FSBO)	
Name:	License Number:
Email:	
Name:	License Number:
Email:	
Firm Name:	Firm License:
Firm Phone:	
Firm Address:	
Seller(s):	
Signature:	Signature:
Date:	Date:
Print Name:	Print Name:

Buyer Broker(s):	
If blank, buyer is representing themselves and will NOT be collecting a buyer agent fee	
Name:	License Number:
Email:	
Name:	License Number:
Email:	
Firm Name:	Firm License:
Firm Phone:	
Buyer(s):	
Signature:	Signature:
Date:	Date:
Print Name:	Print Name: