



# SELLER'S GUIDE

**BRYANT**  
*Real Estate*



# BRYANT

---

*Real Estate*

480-482-7031 | [info@scottbryant.luxury](mailto:info@scottbryant.luxury) | [www.scottbryant.luxury](http://www.scottbryant.luxury)

# TABLE OF CONTENTS

04

SCOTT WESLEY BRYANT

05

BRYANT REAL ESTATE

06

KELLER WILLIAMS

07

SELLER'S ROADMAP

08-09

TESTIMONIALS

10-11

PREPARE YOUR HOME

12-13

MARKETING STRATEGY

14

PRICING STRATEGY

15

SHOWINGS & OPEN HOUSE

16

OFFERS & NEGOTIATIONS

17

UNDER CONTRACT & CLOSING

18-19

MOVING CHECKLIST

20-27

AAR EXCLUSIVE RIGHT TO SELL

28-29

AAR REAL ESTATE AGENCY  
DISCLOSURE AND ELECTION

30-39

AAR SELLER PROPERTY  
DISCLOSURE STATEMENT

40-41

REAL ESTATE GLOSSARY

42-43

NOTES



# BRYANT

Real Estate

\$65M+

TOTAL SALES  
VOLUME

140+

TOTAL  
TRANSACTIONS

95+

5 STAR  
REVIEWS

## SCOTT WESLEY BRYANT

scott@scottbryant.luxury | 480.482.7031 | www.scottbryant.luxury  
2720 E Camelback Rd #101, Phoenix, AZ 85016

On behalf of the entire team at Bryant Real Estate, we want to thank you for the opportunity to work with you in selling your home. Our number one goal is to have you delighted by the process and happy with the outcome.

Real estate is complicated, but that's where we come in. Our goal is for you to feel that the entire experience of selling your home, from getting under contract to closing the deal, exceeded your highest expectations. We will work tirelessly to make that a reality by helping you list on your timeline, negotiating the best terms, and ensuring a seamless transaction from start to finish.

When you choose us as your partner, you are not only getting trusted, respected agents, you are also getting local experts who are passionate about serving our community and those who call it home.

Please use this seller's guide as a resource to empower yourself through the process. Consider us your partners as you embark on the sale of your home. Our experienced agents are always available to answer questions, provide insights, and discuss your next steps.

Let's achieve your real estate goals together!

Sincerely,

Scott Wesley Bryant  
Associate Broker® BR681413000  
Team Leader of Bryant Real Estate



## BRIAN BIAKEDDY CO-FOUNDER

REALTOR® SA703310000

Brian is a dedicated real estate professional with a passion for land sales. After years of building one of Phoenix's premier real estate teams, Brian now focuses his expertise on helping clients navigate land acquisitions and investments with confidence and clarity.



## BETHANY ZENIL MARKETING COORDINATOR

Bethany is the creative force behind our digital presence. From curating engaging social media and newsletters to managing listing marketing and press releases, she ensures our properties reach the widest possible audience. By overseeing our website, blogs, and PR efforts, Bethany seamlessly blends strategic outreach with sophisticated design.



## DAKOTA TAYLOR DIRECTOR OF OPERATIONS

REALTOR® SA713480000

Dakota plays a pivotal role in ensuring the seamless functioning of the Bryant Real Estate. She ensures every listing is handled with precision and care. From managing timelines and coordinating client communication, she streamlines the process to create a stress-free experience for sellers.



## SARAH NEUHAUS TRANSACTION COORDINATOR

REALTOR® SA581473000

Sarah expertly manages the details of each real estate transaction from the first contract to closing day. Her meticulous attention to deadlines, documentation, and communication ensures a seamless experience for clients. Sarah's dedication to accuracy and efficiency is crucial to the team's success and smooth closings.



# KELLER WILLIAMS

## REALTY INTERNATIONAL

At Keller Williams Realty International, we understand that buying and selling real estate can be a complex and emotional process. That's why we prioritize communication and transparency, working closely with each client to ensure they feel informed, empowered, and confident throughout every stage of the transaction.

Whether you're a first-time homebuyer, an investor, or a seasoned seller, our team has the expertise and resources to help you achieve your goals. We stay up-to-date with the latest trends and technologies in the industry, utilizing cutting-edge marketing strategies to showcase your property to the widest audience possible.

With our deep understanding of the local real estate market, we're equipped to help clients make informed decisions that align with their unique needs and interests. From providing guidance on property values and negotiating offers to connecting clients with trusted vendors and service providers, our team is committed to delivering exceptional results.

### \$472B

CLOSED  
TRANSACTION  
VOLUME  
IN 2022

### 191K

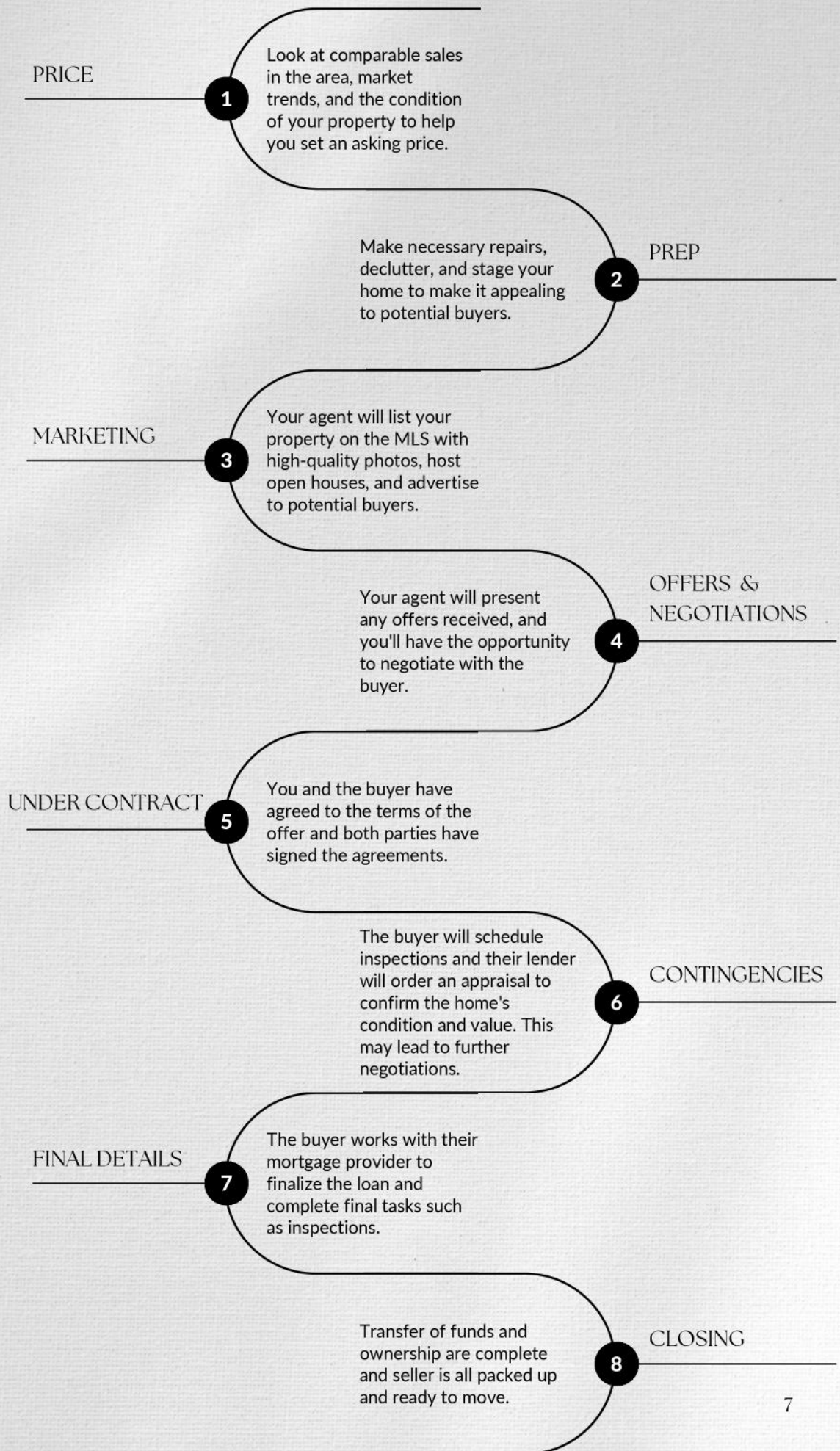
REALTORS®  
WORLDWIDE

### 1.1K

OFFICES  
WORLDWIDE

KELLERWILLIAMS  
*Luxury*

# SELLER'S ROADMAP



“

“SCOTT BRYANT AND THE TEAM ARE TRULY COMMITTED TO DELIVERING EXCEPTIONAL SERVICE.”

We truly enjoyed working with Scott and his team to sell our home. We were moving out-of-state and Scott handled every aspect of the sale with confidence, professionalism, expertise and humor to make it a smooth process from start to finish. Even once we were 2500 miles away, he kept us informed every step of the way from showings to contract to closing. His communication skills are excellent! “Cards on the table” he’s the best!

- Jill Fein

Scott was very involved and on top of the market. The house sold for a fair price and everything went as promised. Scott made me feel like family and I respect his knowledge and professional demeanor. I would highly recommend Scott to any seller looking for a real deal that feels right.

- Moses Onciu





It was great working with Scott. He was able to help my parents sell their AZ home, so they can move back to CO. Thank you for everything.

- Michael Steward

Scott Bryant is indeed the consummate Real Estate professional! I invited him to consult with my parents to sell their winter vacation home in Mesa, Arizona. He took great care to ensure staging was done well, and knocked it out of the park with outstanding photographs that perfectly showed the features and benefits of this special property. After only 3-days on the Market, Scott was able present Multiple Offers, with the winning Offer well over asking price! My Parents were overjoyed and still talk about how well Scott represented them. 5-Stars does not say enough... Scott is "STELLAR" and you need to hire him to represent you on your sell, buy or both!

- David Blegen

Scott is amazing!!! He's absolutely tenacious when he's working for you. He never gives up, never settles when he's considering offers, and will do absolutely everything in his power to not only sell your property, but get you the highest offer, the most stress-free experience, and the best communication all the way through. He sold two properties for me, and I would absolutely recommend him. Top-notch realtor!

- Neysa Smith

# PREPARE YOUR HOME

---



## DECLUTTER & DEPERSONALIZE

Start by removing any clutter and personal items from your home. Buyers want to be able to envision themselves living in the space, and too many personal items can be distracting.



## CLEAN AND ORGANIZE

Make sure your home is spotless and organized. This includes deep-cleaning carpets, scrubbing bathrooms and kitchens, and organizing closets.



## COMPLETE REPAIRS

Fix any noticeable issues like leaky faucets, loose tiles, or broken appliances. These repairs can make a big difference in the overall impression of your home.



## PAINT & TOUCH-UP

A fresh coat of paint can do wonders for your home's appearance. Touch up any scuffs or scratches on walls and trim.



## STAGE YOUR HOME

Showcase your home's best features and help buyers visualize living in your home. If you're staging on your own, make sure to arrange furniture to maximize space and flow. Remember to store away pet supplies, food bowls, etc.



## BOOST CURB APPEAL

First impressions matter, so make sure the outside of your home looks just as good as the inside. This includes landscaping, sweeping the porch/exterior areas, and arranging any patio furniture.



## GATHER DOCUMENTS

Make sure you have all the necessary paperwork in order, such as your home's title, inspection reports, and warranties.



## OPTIMIZE PRESENTATION

Turn on all lights, lamps, and overheads. Be sure to replace any bulbs. All shutters and blinds should be set straight and open. Also, turn off all ceiling fans.

## 01 PROFESSIONAL PHOTOGRAPHY

The first step is to have a professional photographer take high-quality photos and videos of your property. The photos and videos should be bright, clear, and showcase the best features of the home.

## 02 PRINT ADVERTISING

The team will create high-quality listing flyers of your property which will allow potential buyers to view the home in its best light, highlighting key features and unique selling points.

## 03 ONLINE LISTING

Your property will be listed on popular online real estate websites such as Zillow, Redfin, and Realtor.com. Detailed description of the property, its features, and its location to be included.

## 04 DIGITAL ADVERTISING

Your property will be shared on social media platforms to reach a wider audience. Additionally, targeted ads can be run to reach specific demographics and increase exposure.

# THE BRYANT EIGHT

# STRATEGY

## 05 OPEN HOUSES

We'll host open houses for potential buyers to view your property in person. This is a great opportunity to highlight the features of the home and answer any questions curious buyers may have.

## 06 DOOR KNOCKING

Door-knocking your neighborhood and passing out listing flyers builds a personal connection with potential buyers and neighbors. Often, neighbors know someone who would love to live nearby, and will share your listing with their friends or family.

## 07 PUBLIC RELATIONS

We will carefully craft a story around your unique property and pitch it out to local Real Estate websites and newspapers for even more exposure.

## 08 NETWORKING

We'll utilize Keller Williams' network to spread the word about your property and its unique features via email, social media and in person interactions.

# PRICING STRATEGY

---

01

## UNDERSTAND THE MARKET

Our first step is to conduct a comprehensive analysis of the local real estate market. We'll analyze data on recent sales and current listings to compare what similar properties are selling for in the area. Ultimately, the market determines the final sell price.

02

## CONSIDER THE PROPERTY'S UNIQUE FEATURES

We'll evaluate your property's unique features and amenities to consider how they impact its value relative to comparables in the area.

03

## PRICE RIGHT FROM THE START

Based on the market analysis and your property's features, we'll set a realistic and competitive price. Keep in mind that overpricing can lead to a longer time on the market and potentially lower offers, while underpricing can leave money on the table.

04

## CONSIDER PRICING STRATEGIES

In a competitive market, pricing the property slightly below market value could attract more buyers and result in multiple offers. Alternatively, pricing the property above market value might deter potential buyers, causing the listing to sit on the market.

05

## BE OPEN TO FEEDBACK

It's important to be open to feedback from potential buyers and their agents. If you're not receiving the level of interest you had hoped for, we'll consider adjusting the price or marketing approach to better align with market demand.





## SHOWINGS & OPEN HOUSE

A showing is a scheduled appointment during which a potential buyer is given a guided tour of your property. An open house is an event held to show your house to potential buyers.

# 41%

Of buyers attend an open house during their home search\*

- ✓ Make sure the property is clean, tidy, and depersonalized.
- ✓ Fix any visible damage or maintenance issues, such as leaky faucets, cracked tiles, or peeling paint.
- ✓ Decorate or stage the property in a way that highlights its best features and potential.
- ✓ Be available to your real estate agent during showings and open houses to answer any questions potential buyers may have.
- ✓ Consider safety measures, such as removing any valuable items, locking away medications, and putting away personal documents.
- ✓ Be flexible when it comes to scheduling showings, especially if the buyer expresses serious interest in the property.
- ✓ Consider accommodations for family pets during showings and open houses.



# OFFERS & NEGOTIATIONS

## 1. RECEIVING OFFERS

Once we list your home on the market, interested buyers will start making offers. We will immediately present these offers to you as they come in.

## 2. EVALUATING OFFERS

We, as your Real Estate Team, will help you evaluate each offer carefully, considering the offer price, contingencies, and other terms. It's also important to consider the buyer's financing, contingency periods, and the expected closing date.

## 3. COUNTEROFFER

If you receive an unsatisfactory offer, you may choose to submit a counteroffer. This involves proposing different terms, such as a higher purchase price or alternative contingency periods.

## 4. NEGOTIATION

Once you have received an offer from a buyer, we will help you negotiate a mutual agreement on the terms of the sale. Several counteroffers may be submitted until both parties reach an agreement.

## 5. ACCEPTING AN OFFER

Once you are satisfied with the terms of the offer and all contingencies have been met, you will accept the offer. This typically involves signing a purchase agreement, which legally binds you, the seller, and the buyer to the terms of the sale.



## CONTRACT

At this point, the buyer has made an acceptable offer on your property, and you, the seller, have accepted that offer. Your property is then taken off the market, and the buyer and seller enter into a legally binding contract.

This contract outlines the terms of the sale, including the purchase price, closing date, and any contingencies that must be met before the sale can close.

After the accepted purchase contract, we enter the escrow period. During this time, the buyer typically conducts a home inspection, and the lender conducts an appraisal. As the seller, you may need to make repairs or negotiate any issues that arise during the inspection period.



## TO CLOSE

Once all contingencies have been met and the lender has approved the buyer's financing, the sale can close. This involves signing all necessary paperwork such as the final purchase agreement, loan documents and transferring the ownership of the property to the buyer.

The buyer typically provides the funds for the purchase to the escrow company, which distributes the funds to the seller and any other parties involved in the transaction, such as the real estate agents and title company.

You, the seller, will receive the proceeds from the sale, minus any fees or commissions associated with the sale. At this point, you will have successfully closed escrow on your property.

# MOVING CHECKLIST

## SET A MOVING DATE

Choose a date that works for you and give yourself enough time to plan and prepare.

## HIRE A MOVING COMPANY

Research moving companies and choose one that fits your budget and needs. Get quotes from at least three different companies.

## DECLUTTER AND ORGANIZE

Sort through your belongings and decide what you want to keep, sell, donate, or throw away. Start packing non-essential items.

## NOTIFY SERVICE PROVIDERS

Notify your utility providers, internet, and cable companies of your upcoming move and arrange for services to be discontinued or transferred to your new home.

## CHANGE YOUR ADDRESS

Change your address with your employer, the post office, banks, credit card companies, insurance companies, and any other important organizations.

## PACK

Begin packing items you won't need until after the move, such as out-of-season clothes, books, and home décor.



## LABEL BOXES

Label each box with the contents and the room it should be placed in your new home.

## OPEN FIRST BOX

Label a box "Open First" with immediate necessities. This could include scissors, toilet paper, cleaning supplies, lightbulbs, and snacks.

## OVERNIGHT BAG

It's also important to pack an overnight bag with clean clothes, toiletries, medications, towels, and important documents. This will ensure you feel comfortable as you unpack your belongings.

## FINAL STEPS

Make sure all your belongings are packed, your old home is clean and ready for the next occupants, and you have all the necessary documents and keys. Leave behind garage openers, mailbox and house keys.

# IMPORTANT DOCUMENTS

- **Residential Listing Contract:** As the name suggests, this is the formal employment agreement between you, the seller, and the listing brokerage. It outlines the listing price, negotiated commission rate, length of the agreement, and the broker's authority to market and sell the home.
- **Real Estate Agency Disclosure & Election:** Clarifies who represents whom in the transaction by allowing you to elect your preferred representation—whether the agent is acting solely for you or as a dual agent.
- **Seller's Property Disclosure Statement (SPDS):** This disclosure form allows buyers to make informed decisions and ensure that you are protected from future liability by disclosing known facts such as repairs, upgrades, latent defects, and details about the systems and structure.
- **H.O.A. Condominium/Planned Community Addendum:** If your home is within an HOA, this disclosure lists out any fees and HOA contact information.
- **Lead-Based Paint Disclosure:** Required for homes built before 1978, this disclosure informs any prospective buyer of any known lead-based paint hazards. It's a legal must for health and safety compliance.
- **Keller Williams Affiliated Business Arrangement (ABA):** Discloses any relationships Keller Williams has with related service providers, such as title or insurance companies. It promotes transparency while giving you the freedom to choose your own vendors.
- **Federal Fair Housing Advisory:** Confirms compliance with fair housing laws, stating that discrimination in real estate based on race, color, religion, sex, national origin, disability, or familial status is not allowed.
- **Wire Fraud Advisory:** Due to the rise of wire fraud in real estate, this advises you to verify wiring instructions directly and avoid sending money without verbal confirmation.

# RESIDENTIAL LISTING CONTRACT EXCLUSIVE RIGHT TO SELL/RENT

Document updated:  
February 2025



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. PARTIES

- 1. OWNER/SELLER: \_\_\_\_\_
- 2. \_\_\_\_\_ ("Owner")
- 3. BROKER: \_\_\_\_\_ acting through
- 4. \_\_\_\_\_ FIRM NAME \_\_\_\_\_
- 5. \_\_\_\_\_ AGENT'S NAME, \_\_\_\_\_ AGENT'S NAME ("Listing Broker")

## 2. PROPERTY

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

## 3. LISTING PRICE AND TERMS

- 14. Agreement: This Residential Listing Contract - Exclusive Right to Sell/Rent ("Agreement") is between Owner and Listing
- 15. Broker. In consideration of Listing Broker's agreement to find a ready, willing, and able buyer or tenant, Owner gives
- 16. Listing Broker the exclusive and irrevocable right to:  Sell  Rent  Sell and Rent the Premises described above.
- 17. Owner acknowledges that signing more than one Exclusive Right to Sell/Rent or other form of listing contract for the
- 18. 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
- 20. 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
- 22. \_\_\_\_\_ ("Expiration Date"). Upon full execution of a contract for sale or lease of the Premises, all rights and obligations
- 23. 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,
- 25. full power and authority to enter into this Agreement, deliver marketable title to the Premises, and consummate the
- 26. 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
- 29. laws and regulations, including, but not limited to, non-discrimination based on race, color, religion, sex, handicap,
- 30. familial status, national origin, sexual orientation, or gender identity.

>>

Initials >

OWNER	OWNER

## Residential Listing Contract - Exclusive Right to Sell/Rent &gt;&gt;

**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  DOES  DOES NOT authorize Listing Broker to communicate Owner's willingness to  
 51. potentially compensate a prospective buyer broker depending on the terms of the purchase offer. Requests for  
 52. compensation should be set forth in the prospective buyer's offer to purchase the Premises.

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

57.  **Rental:** \_\_\_\_\_% of the gross rental amount as calculated for the entire term of the initial lease, OR \$\_\_\_\_\_,  
 58. upon execution of lease agreement.

59. **Additional Listing Broker Compensation:**

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

63. **Tenant Broker:** Owner  DOES  DOES NOT authorize Listing Broker to communicate Owner's willingness  
 64. to potentially compensate a prospective tenant broker depending on the terms of the lease offer. Requests for  
 65. compensation should be set forth in the prospective tenant's offer to lease the Premises.

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

70. **Rental Renewal or Extension:** Regardless of whether this Agreement has expired, Owner agrees to pay Listing Broker  
 71. compensation of \_\_\_\_\_% of the gross rental amount OR \$\_\_\_\_\_ within (five) 5-days of rental renewal or  
 72. extension.

73. **Purchase by Tenant:** If during the terms of any rental of the Premises, including any renewals or holdovers, or within  
 >>>

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

74. days after the rental's termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the  
75. sale compensation described in Section 4 shall be deemed earned by and payable to Listing Broker.

76. **Broker (dispute):** In the event a dispute arises between Listing Broker and any other broker(s) regarding payment of  
77. compensation, Owner shall not revoke or seek to amend compensation previously offered. Any compensation dispute  
78. between Brokers shall be resolved after the close of escrow in accordance with the REALTORS® Dispute Resolution  
79. System, or as otherwise agreed.

80. **Withdrawn/Cancelled Listings:** The same amount of sale or rental compensation shall be due and payable to Listing  
81. Broker if, without the consent of Listing Broker, the Premises is withdrawn from this Agreement, otherwise withdrawn  
82. from sale or rental, or is rented, transferred, or conveyed by Owner through any other broker or otherwise.

83. **Payment from Escrow or Rent:** Owner instructs the escrow company, if any, to pay all such compensation to Listing  
84. Broker by check, wire transfer, or certified funds as a condition to closing or upon cancellation of the escrow, and  
85. irrevocably assigns to Listing Broker, to the extent necessary, money payable to Owner at the closing or cancellation  
86. of escrow. Listing Broker is authorized to deduct compensation owed to Listing Broker from any rent or other monies  
87. received by Listing Broker on Owner's behalf.

88. **After Expiration:** After the expiration of this Agreement, the same compensation, as appropriate, shall be payable  
89. if a sale or rental is made by Owner to any person to whom the Premises has been shown or with whom Owner or  
90. any broker has negotiated concerning the Premises during the term of this Agreement: (i) within \_\_\_\_\_ days after the  
91. expiration of this Agreement, unless the Premises has been listed on an exclusive basis with another broker; (ii) during  
92. the pendency, including the closing, of any purchase contract or escrow relating to the Premises that was executed or  
93. opened during the term of this Agreement; or (iii) as contemplated by Section 4.

94. **Failure to Complete:** If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner,  
95. the entire sale or rental compensation, as appropriate, shall be paid to Listing Broker by Owner. If any earnest deposit is  
96. forfeited for any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or  
97. the full amount of the compensation.

98. **Construction:** To the maximum extent permitted by applicable law, this Agreement shall be construed as limiting  
99. applicable provisions of law relating to when compensation is earned or payable. In the event of any express  
100. disagreement between any provision of this Agreement and the requirements of applicable law, the applicable provision of  
101. this Agreement shall be deemed as modified to the minimum extent necessary to ensure compliance with applicable law.

**5. FIXTURES & PERSONAL PROPERTY**

102. **Fixtures and Personal Property:** For purposes of this Agreement, fixtures shall mean property attached/affixed to the  
103. Premises, Owner agrees that all existing: fixtures on the Premises, personal property specified herein, and means to  
104. operate fixtures and property (i.e., remote controls) shall convey in this sale or rental. Including the following:

- |  |   |   |
|--|---|---|
| 105. • built-in appliances, ceiling fans and | • media antennas/satellite dishes (affixed)   | • storm windows and doors               |
| 106. remotes                                 | • outdoor fountains and lighting              | • stoves: gas-log, pellet, wood-burning |
| 107. • central vacuum, hose, and attachments | • outdoor landscaping (i.e., shrubbery, trees | • timers (affixed)                      |
| 108. • draperies and other window coverings  | and unpotted plants)                          | • towel, curtain and drapery rods       |
| 109. • fireplace equipment (affixed)         | • shutters and awnings                        | • wall mounted TV brackets and hardware |
| 110. • floor coverings (affixed)             | • smart home devices, access to which         | (excluding TVs)                         |
| 111. • free-standing range/oven              | shall be transferred (i.e., video doorbell,   | • water-misting systems                 |
| 112. • garage door openers and remotes       | automated thermostat)                         | • window and door screens, sun shades   |
| 113. • light fixtures                        | • speakers (flush-mounted)                    |   |
| 114. • mailbox                               | • storage sheds                               |   |

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

- |   |  |
|---|--|
| 116. • affixed alternate power systems serving the Premises (i.e.,    | • security and/or fire systems and/or alarms |
| 117. solar)   | • water purification systems                 |
| 118. • in-ground pool and spa/hot tub equipment and covers (including | • water softeners                            |
| 119. any mechanical or other cleaning systems)                        |  |

&gt;&gt;

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

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

- 121.  refrigerator(s) (description): \_\_\_\_\_
- 122.  washer(s) (description): \_\_\_\_\_
- 123.  dryer(s) (description): \_\_\_\_\_
- 124.  above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): \_\_\_\_\_
- 125. \_\_\_\_\_
- 126.  other: \_\_\_\_\_

- 127. Additional items of personal property which may be included in the sale or rental: \_\_\_\_\_
- 128. \_\_\_\_\_

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

- 130.  solar system       alarm system       propane tank       water softener
- 131. Other leased or lien items not included in the sale or rental: \_\_\_\_\_
- 132. \_\_\_\_\_
- 133. \_\_\_\_\_
- 134. Fixtures not included in the sale or rental: \_\_\_\_\_
- 135. \_\_\_\_\_

**6. AGENCY**

136. **Owner Representation:** Listing Broker shall represent Owner in any resulting transaction during the term of this Agreement, except as specified in Section 4. Unless otherwise agreed, Listing Broker acts as Owner's agent only and has the duties of loyalty, obedience, disclosure, confidentiality, and accounting (Fiduciary Duties) as well as other duties imposed by the Arizona Department of Real Estate. Owner acknowledges that Listing Broker may show prospective buyers the Premises and this shall not constitute a conflict of interest.

141. **Conduct of Brokers:** Regardless of whom they represent, all brokers have the obligation to: (i) treat all parties to a transaction fairly; (ii) disclose, in writing, all facts known to the licensee that may materially and adversely affect the consideration to be paid for the Premises; and (iii) disclose that Owner or buyer(s) may be unable to perform. REALTORS® are further obligated by the National Association of REALTORS® Code of Ethics to treat all parties honestly.

146. **Limited Representation:** A limited agency may occur when Listing Broker procures a buyer(s) for the Premises. In this situation, the same real estate company may represent the Owner's interest and the buyer's interest but not to the detriment of the other party. Listing Broker can legally represent both parties with the knowledge and prior written consent of both parties.

150. **What Listing Broker Cannot Disclose to Clients Under Limited Representation:** (i) confidential information the Listing Broker may know about a client, without the client's express consent; (ii) the price or terms the Owner will take other than the Price without permission of the Owner; (iii) the price or terms the buyer(s) is willing to pay without permission of the buyer(s); (iv) a recommended or suggested price or terms the buyer(s) should offer; and (v) a recommended or suggested price or terms the Owner should counter with or accept.

155. **Competing Owners:** Owner understands that Listing Broker may have or obtain listings on other properties, and that potential buyer(s) may consider, make offers on, or purchase through Listing Broker, property the same as or similar to Owner's Premises. Owner consents to Listing Broker's representation of Owners and buyer(s) of other properties before, during, and upon expiration of this Agreement.

**7. BROKER AUTHORITY**

159. **Listing Broker's Role:** Listing Broker is not responsible for the custody or condition of the Premises or its management (except under separate contract), upkeep, or repair.

161. **Advertising:** Owner agrees not to advertise or market the Premises in any manner without the prior written permission of Broker.

>>

Initials>

OWNER	OWNER

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

162. **Multiple Listing Service (MLS):** Listing Broker is authorized to provide any and all information regarding the Premises to  
 163. any MLS of which Listing Broker is a participant and to publish and disseminate such information in print or electronic form  
 164. to MLS participants and the general public, including dissemination of the information through Internet Data Exchanges  
 165. (IDX) and Virtual Office Websites (VOWs). Listing Broker is authorized to report the sale or rental of the Premises and its  
 166. price, terms and financing for dissemination through the MLS to MLS participants and the general public.
167. All terms of the transaction, including sale price and financing, if applicable, (i) will be provided to the MLS(s); and  
 168. (ii) may be provided to the MLS even if the Premises is not listed with the MLS(s).
169. **Signs:** Listing Broker  **IS**  **IS NOT** allowed to place Listing Broker's "For Sale" sign or "For Rent" sign in  
 170. conjunction with any customary sign rider on the Premises, and in the event of a sale, a "Sold" or "Pending" sign, or  
 171. lease, a "Rented" sign (at Listing Broker's discretion) on the Premises. Seller acknowledges that any public marketing  
 172. of the Premises will require submission to the MLS within one business day.
173. **Photos/Video:** Owner  **DOES**  **DOES NOT** authorize Listing Broker to place photos, video images/virtual tours of  
 174. the Premises on the internet and other media, electronic and on-line media platforms. If authorized by Owner to do so,  
 175. such marketing will be performed at the sole discretion of Listing Broker. Owner is cautioned to protect items in view.
176. Owner acknowledges that once images are placed on the internet, neither Listing Broker nor Owner has control  
 177. over who can view such images and what use viewers may make of the images, or how long such images may  
 178. remain available on the internet. Owner further assigns any rights, if owned, in all images to the Listing Broker  
 179. and agrees that such images are the property of Listing Broker and that Listing Broker may use such images for  
 180. advertising, including post sale and for Listing Broker's business in the future.
181. **Lockbox/Keysafe:** Listing Broker  **IS**  **IS NOT** authorized to install a lockbox/keysafe. A lockbox/keysafe is  
 182. designed to hold a key to the Premises to permit access to the Premises by Listing Broker, cooperating brokers, MLS  
 183. participants, their authorized licensees and representatives, authorized inspectors, and prospective buyers. Listing  
 184. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft,  
 185. loss, vandalism or damage attributed to the use of a lockbox/keysafe. If Premises is rented, Owner must comply with  
 186. providing proper notice to tenant(s) pursuant to Arizona law.
187. **Offers:** Listing Broker  **IS**  **IS NOT** authorized to disclose the existence of offers, which includes the sales price  
 188. and terms of sale or rent price and terms of lease, on the Premises.
189. **Subsequent Purchase or Lease Offers:** Listing Broker acknowledges that Owner has the right to accept subsequent  
 190. 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  
 191. understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the  
 192. cancellation or other nullification of any contracts arising from the acceptance of earlier offers.
193. (Check if applicable)  **Accept backup offers**  **Withhold verbal offers**  **Withhold all offers** once Owner  
 194. accepts a purchase contract or lease agreement for the Premises.
195. Listing Broker will change or maintain the correct MLS Listing status in accordance with the MLS Rules and  
 196. Regulations and any associated policies.
197. **Cancellation:** Listing Broker reserves the right to cancel this Agreement unilaterally for cause, which shall include,  
 198. but is not limited to, Listing Broker's good faith belief that any service requested of Listing Broker or any action  
 199. undertaken by anyone other than Listing Broker is (or could be determined to be) in violation of any applicable law.

**8. OWNER OBLIGATION**

200. **Premises Access:** Owner shall provide access to the Premises at reasonable times and upon reasonable notice to  
 201. allow for showing the Premises to prospective buyers and cooperating brokers.
202. **Security, Insurance, Showings, Audio and Video:** Broker(s) is not responsible for loss of or damage to personal  
 203. or real property or person, whether attributable to use of a keysafe/lockbox, a showing of the Premises, or otherwise.  
 204. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to,  
 205. and take videos and photographs of the interior of the Premises. Owner agrees to: (i) take reasonable precautions to  
 206. safeguard and protect valuables that might be accessible during showings of the Premises; and (ii) obtain insurance to  
 207. protect against these risks. Broker does not maintain insurance for the Owner's benefit. Persons visiting the Premises

&gt;&gt;

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

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

&gt;&gt;

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

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

263. (OWNER'S INITIALS REQUIRED) \_\_\_\_\_

**9. REMEDIES**

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

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

279. (OWNER'S INITIALS REQUIRED) \_\_\_\_\_

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

**10. ADDITIONAL TERMS AND CONDITIONS**

283. \_\_\_\_\_  
284. \_\_\_\_\_  
285. \_\_\_\_\_  
286. \_\_\_\_\_  
287. \_\_\_\_\_  
288. \_\_\_\_\_  
289. \_\_\_\_\_  
290. \_\_\_\_\_  
291. \_\_\_\_\_  
292. \_\_\_\_\_  
293. \_\_\_\_\_  
294. \_\_\_\_\_  
295. \_\_\_\_\_  
296. \_\_\_\_\_

297. **Assignment:** Neither Listing Broker nor Owner may assign any rights or obligations pursuant to this Agreement  
298. without the prior written consent of the other, and any attempted assignment without consent shall be void and of no  
299. effect.

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

>>

**Residential Listing Contract - Exclusive Right to Sell/Rent**

301. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted shall be in writing  
 302. addressed to Owner or Listing Broker as indicated in Sections 11 and 12 and deemed delivered and received when:  
 303. (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses are provided  
 304. herein; (iv) sent by recognized overnight courier service, or (v) sent by U.S. mail, in which case the Notice shall be  
 305. deemed received when actually received or five (5) days after the notice is mailed, whichever occurs first.

306. **Days:** All references to days shall be deemed to be calendar days unless otherwise provided.

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

310. **Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Agreement between  
 311. Owner and Listing Broker and shall supersede any other written or oral agreements. Invalidity or unenforceability of  
 312. one or more provisions of this Agreement shall not affect any other provisions of this Agreement. The failure to initial  
 313. any page of this Agreement shall not affect the validity or terms of this Agreement.

314. **Acceptance:** The undersigned agree to the terms and conditions set forth herein and acknowledges receipt of a copy  
 315. of this Agreement.

**11. OWNER**

316. \_\_\_\_\_  
 ^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DAYR ^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DAYR

317. \_\_\_\_\_  
 ^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME ^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME

318. \_\_\_\_\_  
 ^ ADDRESS ^ ADDRESS

319. \_\_\_\_\_  
 ^ CITY, STATE, ZIP CODE ^ CITY, STATE, ZIP CODE

320. \_\_\_\_\_  
 ^ TELEPHONE ^ TELEPHONE

321. \_\_\_\_\_  
 ^ EMAIL ^ EMAIL

**12. LISTING BROKER**

322. Agent is a member of the \_\_\_\_\_ Association/Board of REALTORS® and subscribes to the REALTOR®  
 323. Code of Ethics.

324. \_\_\_\_\_  
 ^ AGENT'S SIGNATURE MO/DAYR ^ AGENT'S SIGNATURE MO/DAYR

325. \_\_\_\_\_  
 ^ AGENT'S PRINTED NAME ^ AGENT'S PRINTED NAME

326. \_\_\_\_\_  
 ^ PRINT FIRM NAME ^ PRINT FIRM NAME

327. \_\_\_\_\_  
 ^ TELEPHONE ^ TELEPHONE

328. \_\_\_\_\_  
 ^ EMAIL ^ EMAIL

**For Broker Use Only:**  
 Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
 MO/DAYR

# REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated:  
November 2024

This document is not an employment agreement



*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. Firm Name ("Broker") \_\_\_\_\_
2. acting through \_\_\_\_\_  

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 "Buyer")** enters into a discussion with a real estate broker or licensee affiliated 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(s), 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 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 not set by law, is always fully negotiable and the amount  
42. chosen shall be documented in a separate written employment agreement after discussion with their Broker. Should  
43. a Seller also choose to offer compensation to a Buyer's Broker, the offered amount is also not set by law, is fully  
44. negotiable and agreed upon after 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

# 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 obligations 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.

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

Document updated:  
February 2023



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 all 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

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

3. **LEGAL OWNER(S) OF PROPERTY:** \_\_\_\_\_

4. \_\_\_\_\_ Date Acquired: \_\_\_\_\_

5. **PROPERTY ADDRESS:** \_\_\_\_\_  
(STREET ADDRESS) (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 fractional interests 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).**

11. Are you aware if the Property is located in an unincorporated 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

Initials >

BUYER BUYER

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

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

26.  
27.  
28.

**YES NO**

29.   Have you entered into any agreement to transfer your interest in the Property in any way, including rental renewals or options to purchase? Explain: \_\_\_\_\_
30. \_\_\_\_\_
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  Lot line disputes  Encroachments  Variance(s)
48.  Unrecorded easements  Use 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: \_\_\_\_\_

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

70. 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 on 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.**  
93. **<https://agriculture.az.gov>**

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(s): \_\_\_\_\_

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 either 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.   Are you aware of any animals/pets that have resided in the Property? If yes, what kind: \_\_\_\_\_  
 153. \_\_\_\_\_  
 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 their 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, skip to line 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: \_\_\_\_\_

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. \_\_\_\_\_

Initials >

<b>BUYER</b>	<b>BUYER</b>

**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 Well/Water Use Addendum.
- 205. \_\_\_\_\_

**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:  Property  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 (Check all that apply):
- 215.  Solar  Wind  Generator  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 sewer connection? If yes, how and when: \_\_\_\_\_
- 228. \_\_\_\_\_
- 229.   Is there a lift pump? Explain: \_\_\_\_\_

Initials >

BUYER	BUYER

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

231. **YES NO**  
 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  Capped  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 on re-sale properties.**

249. \_\_\_\_\_

**ENVIRONMENTAL INFORMATION**

250. **YES NO**  
  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: \_\_\_\_\_

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](http://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 leaks 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.

**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 the premiums 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.

290.

291.

292.

293.

294.

295.

296.

297.

298.

299.

300.

301.

302.

**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. \_\_\_\_\_

Initials >

BUYER BUYER

**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 this purpose.**

## AMORTIZATION

The process of gradually paying off a loan over time with regular payments.

## APPRAISAL

An evaluation of a property's value by a licensed appraiser.

## BUYER CONCESSIONS

Financial incentives that a seller can offer to a buyer during a real estate transaction.

## CLOSING

The final step in the homebuying process where the ownership of a property is transferred from the seller to the buyer.

## CLOSING COSTS

Fees and expenses incurred during the purchase of a home, including legal fees, title insurance, and inspection fees.

## COMPARITIVE MARKET ANALYSIS (CMA)

An evaluation of a home's value based on similar, recently sold homes (called comparables) in the same neighborhood.

## CONTINGENCY

A condition that must be met in order for a sale to proceed, such as a satisfactory home inspection or appraisal.

## COUNTEROFFER

A counteroffer serves as a rejection from the seller who feels the buyer's offer was not acceptable.

## DAYS ON MARKET (DOM)

The number of days from the date on which the property is listed for sale on the local real estate brokers' multiple listing service (MLS) to the date when the seller has signed a contract for the sale of the property with the buyer.

## DOWN PAYMENT

The initial payment made by a buyer toward the purchase price of a home.

## EQUITY

The difference between the market value of a property and the amount owed on any mortgages or other liens.

## ESCALATION CLAUSE

When buyers anticipate multiple offers on a property they are looking to purchase; they can include an escalation clause in the contract that lets them increase their offer by a predetermined amount.

## ESCROW

The phase of a transaction where both parties have reached an agreement. The escrow holder is a third party hired to handle the transaction, including the exchange of money and all associated documents.

## FIXED-RATE MORTGAGE

A mortgage in which the interest rate stays the same throughout the entire loan term.

## FOR SALE BY OWNER (FSBO)

A property that is being sold directly by the owner, without the involvement of a real estate agent or broker.

## HOME INSPECTION

A thorough examination of a property's condition by a professional inspector.

## MORTGAGE

A database of properties for sale that is available to licensed real estate agents.

## PRE-APPROVAL

The process of being approved for a mortgage before actually finding a property to purchase.

## PRINCIPAL

The amount of money borrowed through a mortgage, not including interest or other fees.

## TITLE

The legal documentation that establishes ownership of a property.

## TITLE SEARCH

An examination of public records to verify the legal ownership of a property.

## UNDERWRITING

The process of reviewing a borrower's financial and credit history to determine whether they qualify for a mortgage.

## VARIABLE-RATE MORTGAGE

A mortgage in which the interest rate can change over time based on market conditions.

## ZONING

The laws and regulations that govern how a property can be used, such as for residential or commercial purposes.

# NOTES



**BRYANT**  
*Real Estate*

KELLERWILLIAMS  
*Luxury*

Bryant Real Estate

Keller Williams Arizona Realty

2720 E Camelback Rd Ste 101. Phoenix, AZ 85016

\*Each Brokerage is independently owned and operated

480-482-7031

[info@scottbryant.luxury](mailto:info@scottbryant.luxury)

[www.scottbryant.luxury](http://www.scottbryant.luxury)