

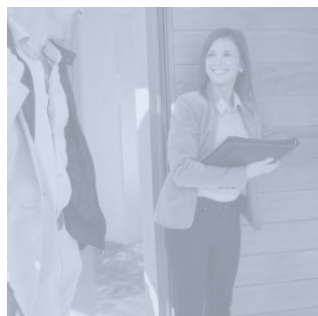
A PROFESSIONAL GUIDE TO
BUYING & SELLING
YOUR HOME

M MAGNUS TITLE
AGENCY



Not intended to solicit currently listed properties.

THE BASICS



Who and What You Need to Know
for the Home Purchasing Process

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Who and What You Need to Know for the Home Purchasing Process



REALTOR®

A **REALTOR®** is a licensed real estate agent and a member of the **NATIONAL ASSOCIATION OF REALTORS®**, a real estate trade association. **REALTORS®** also belong to their state and local **ASSOCIATION OF REALTORS®**.



REAL ESTATE AGENT

A real estate agent is licensed by the state to represent parties in the transfer of property. Every **REALTOR®** is a real estate agent, but not every real estate agent has the professional designation of a **REALTOR®**.



MULTIPLE LISTING SERVICE (MLS)

The **MLS** is a database of properties listed for sale by **REALTORS®** who are members of the local **ASSOCIATION OF REALTORS®**. Information on an **MLS** property is available to thousands of **REALTORS®**.



LISTING AGENT (FOR SELLER)

A key role of the listing agent **OR** broker is to form a legal relationship with the homeowner to sell the property and place the property in the Multiple Listing Service.



BUYER'S AGENT

A key role of the buyer's agent **OR** broker is to work with the buyer to locate a suitable property and negotiate a successful home purchase.



ESCROW OFFICER

A disinterested 3rd party that handles funds, title insurance and signing of loan documents.



LENDER

The lender works with the buyer to arrange financing for the purchase of a home.



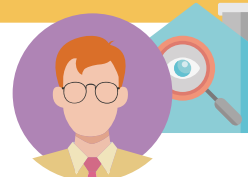
APPRAISER

Inspects the property and determines the comparable price of the home.



HOME INSPECTOR

Inspects the property and works directly for the buyer.



COMMITMENT IS A TWO-WAY STREET

Your **REALTOR®** will make a commitment to spend valuable hours finding the right home for you: researching listings, previewing properties, visiting homes with you, and negotiating your contract. Honor that commitment by staying with the **REALTOR®** you've selected until you purchase your home. Be sure your **REALTOR®** accompanies you on your first visit to all new homes and open houses, too.

THE SELLERS



Advantages of Selling with a REALTOR®

The Home Selling Process

Contract Timeline

ADVANTAGES OF SELLING WITH A REALTOR®



PRICING

By providing valuable information on local market conditions, your **REALTOR®** will help you price your property realistically and fairly. You will also be informed of changes in the market that may affect the sale of your property.



ADVERTISING

Exposure of your property is key to obtaining a quick sale in today's market. When you use an agent, he OR she will aggressively market your home through highly targeted advertising, aiming to reach as many potential buyers as possible.

By utilizing a variety of marketing tools, including Multiple Listing Services, advertisement in trade magazines, internet, and national referral networks, your **REALTOR®** will ensure that your home is sold expediently.



SCREENING

Finding the right buyer is the ultimate goal of selling a property. Hence, the real estate professional will only show your property to serious, qualified buyers.

A **REALTOR®** has the expertise to research and investigate all potential buyers, exclusively managing the time-consuming aspects of selling a home like fielding constant telephone inquiries, setting up appointments, and holding open houses.



NEGOTIATION

A **REALTOR®** can help you get top dollar for your home because negotiating is one of their areas of expertise.

Negotiating for the best terms & price, acting as a mediator to smooth over any potential conflicts between the buyer and the seller, and drawing up a legally binding contract is what you can expect from your trained professional.



CLOSING OR SETTLEMENT

Not only will your **REALTOR®** guide you through the complexity of paperwork that ensues during a home sale, but they will also keep you informed of everything from the escrow process to inspection procedures.

Your agent can monitor your transaction while it is in escrow and handle any problems that may arise.



PROFESSIONALISM

Think of a **REALTOR®** as a trained professional who has the ability to sell your property quickly and cost-effectively.

THE HOME SELLING PROCESS

A Quick 12-Step Overview of the Entire Home Selling Process

1 MEET WITH A REAL ESTATE PROFESSIONAL

There's no commitment required on your part for the initial meeting. It will be educational and help you identify your next steps.



2 ESTABLISH A PRICE

Your agent will provide a market analysis, which will help you set an asking price.

3 STRATEGIC PRICING

As difficult as it may be, it's important to review the market analysis and consider your home price objectively.



4 PREPARE THE HOME FOR SALE

View your home through the eyes of the **Buyer** and ask yourself what you'd expect. Your agent will offer some useful suggestions.



MULTIPLE LISTING SERVICE

MLS

FOR SALE

5 LISTING THE HOUSE

When everything is in place your agent will put your home on the open market. It's critical you make it as easy as possible for potential Buyers to view your home.

6 HOME SHOWINGS

Potential **Buyers** may ask to see your home on short notice. It's best to accommodate these requests, you never want to miss a potential sale.



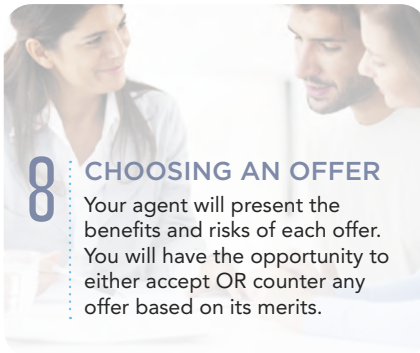
7 OFFERS AND NEGOTIATION

If everything goes well, a Buyer and (most often the agent who represents them) will present your agent with an offer.



8 CHOOSING AN OFFER

Your agent will present the benefits and risks of each offer. You will have the opportunity to either accept OR counter any offer based on its merits.



9 UNDER CONTRACT

At this point, you and the Buyer have agreed to all of the terms of the offer and both parties have signed the agreements.

10 ESCROW OPENED

Earnest money is deposited by Buyer. Buyer will work with their mortgage provider to finalize the loan. **MAGNUS TITLE AGENCY** begins processing final purchase details.



11 HOME INSPECTION

Buyers usually perform a physical inspection and may ask you to make some repairs. Your agent will explain all of your inspection options. See p.13

12 CLOSING

This is the transfer of funds and ownership. Depending on when the Buyer moves into the home you will need to be all packed up and ready to move.



CONTRACT TIMELINE

Your Reference for Important Points During the Purchasing Contract Process

5 DAYS

10 DAYS

14 DAYS

18 DAYS

21 - 27 DAYS

28 - 30 DAYS

Lender Process



- **Buyers loan application** submitted to lender
- **Lender** orders **appraisal** and receives results of full-blown **credit report**
- **Buyers** to provide all requested information to **Lender**
- Appraisal complete
- **Lender** may request additional information
- **Lender** submits loan package to underwriting for approval
- **Loan Approved**
- Lender docs sent to escrow.

Home Inspection



- Arrange for **Home Inspection**
- Home Inspection **completed** per **Buyer** request
- Start to negotiate completion of home inspection items

Insurance Process



- Contact **Insurance Agent** regarding **homeowner's insurance options** for subject property
- Contact **Insurance Agent** to discuss policies
- Follow-up with **Insurance Agent** to ensure policy will be in effect on date of property possession

Title / Escrow Process



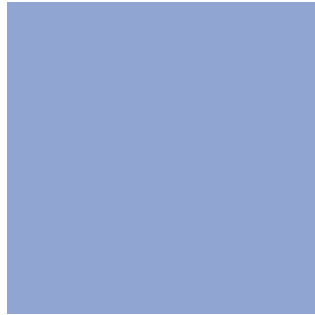
- **Contract** and **earnest money** received by **Escrow**
- **Title Search** completed by 
- **HOA** ordered if applicable
- **Magnus Title Agency** may require additional information from **Seller** and/or **Buyer** to clear title requirements
- HOA documents due back from **HOA** company if applicable
- **Escrow** completes and provides title request to lender if applicable
- **Escrow** prepares documents for closing
- Once all requirements are met **title is clear** and ready to move to the **closing**
- Finalize Settlement Statement/ Final balancing with **Lender**

Moving Process



- Research and schedule moving company
- Pick up moving boxes
- Begin packing items **not** needed in the next **30 days**
- Begin setting up telephone, cable, etc. at new property address
- **Change utilities**, water, etc. (after loan is approved) effective on date of possession

ESSENTIALS FOR **BUYERS**



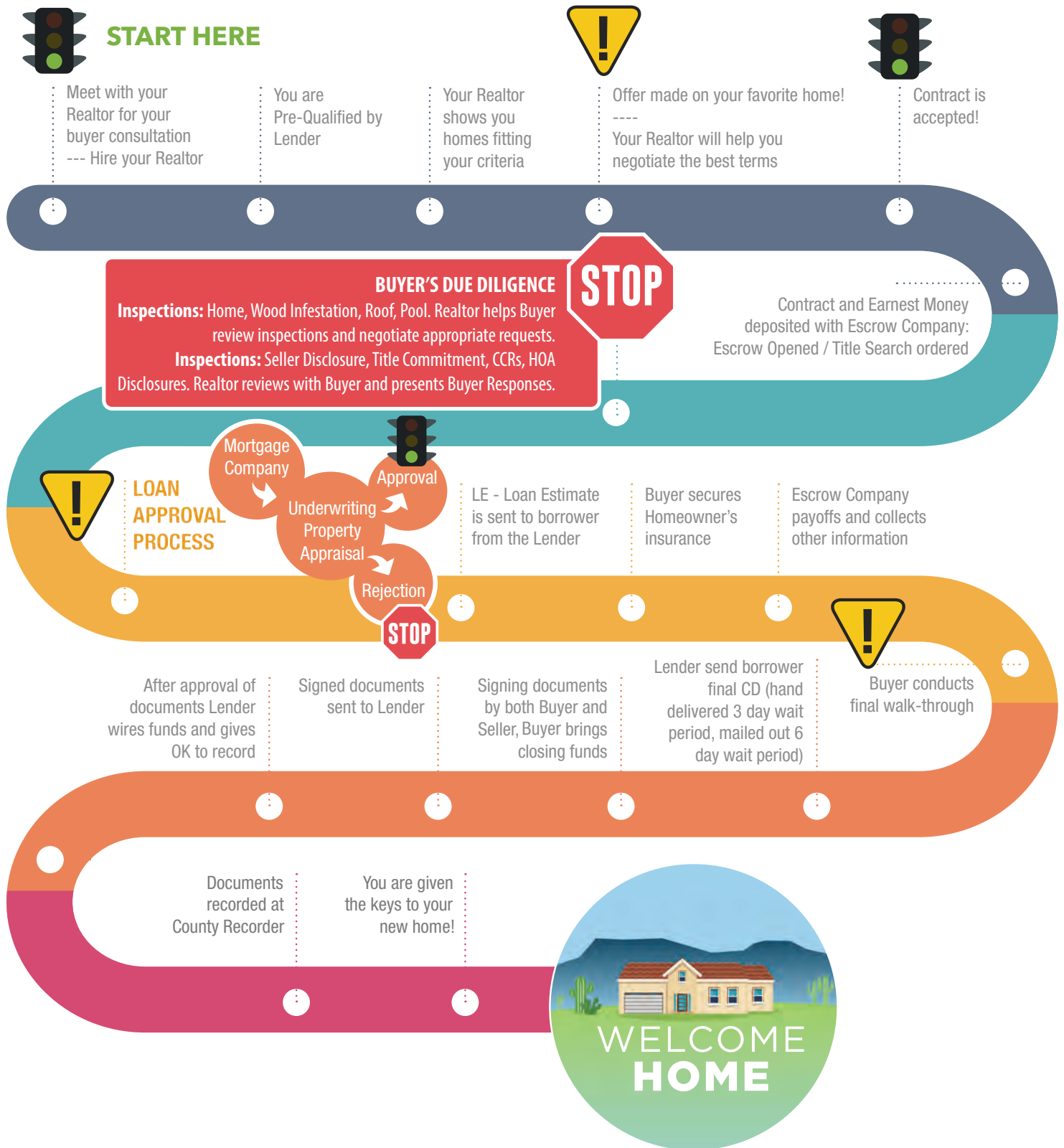
[The Home Buying Process](#)

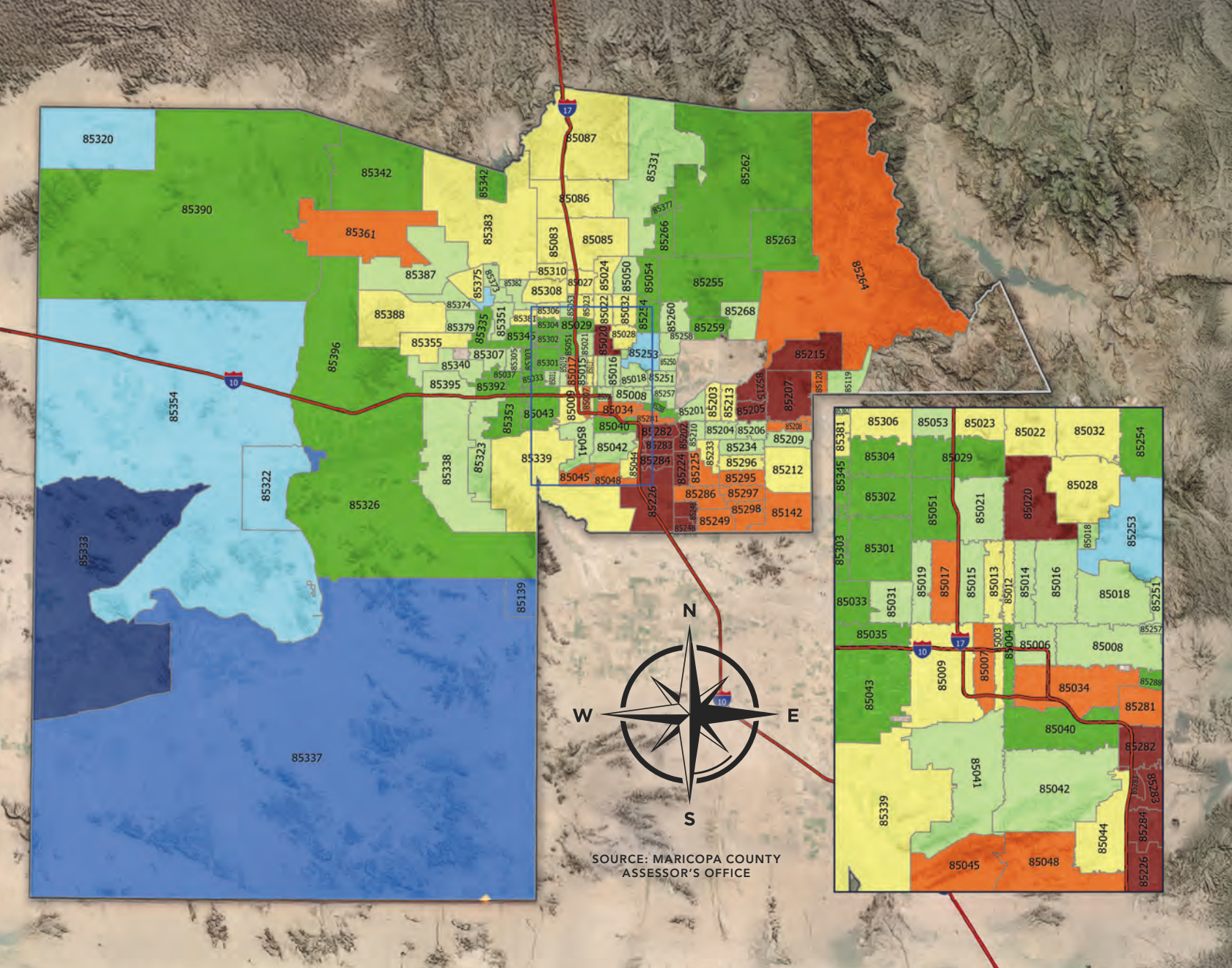
[Zip Code Map](#)

[Local Services Directory](#)

THE HOME BUYING PROCESS

A Roadmap to Purchasing Your Home





MARICOPA COUNTY ZIP CODE MAP

LOCAL SERVICES DIRECTORY

UTILITIES

(APS) Arizona Public Service 602.371.7171 OR 1.800.253.9405

■ www.aps.com

(SRP) Salt River Project 602.236.8888

■ www.srp.com

GAS

Southwest Gas 877.860.6020

■ www.swgas.com

Mesa Gas 480.644.2221

WATER

Apache Junction 480.982.6030

Avondale 623.333.2005

Buckeye 623.386.2196

Carefree 480.488.9100

Cave Creek 480.488.6617

Chandler 480.782.2280

El Mirage 623.933.1228

Fountain Hills 480.837.9522

Gilbert 480.503.6800

Glendale 623.930.3190

Global Water 520.568.4452

Goodyear 623.932.3910

Guadalupe 480.730.3080

Litchfield Park 623.935.9367

Maricopa Dom Water Improv. Dist 520.568.2239

Mesa 480.644.2221

Paradise Valley* (sewer) 480.348.3518

■ www.ci.paradise.valley.az.us/

Paradise Valley water service is through a private water company called: EPCOR 1.800.383.0834 www.epcor.com

Peoria 623.773.7160

Phoenix 602.262.6251

■ www.phoenix.gov/residents/

Queen Creek 480.358.3450

Scottsdale 480.312.3111

■ www.scottsdaleaz.gov/eservices

Surprise 623.222.7000

Tempe 480.350.8361

TELEPHONE

Century Link 1.866.209.3277

■ www.centurylink.com

Cox 866.961.0155

CABLE

Cox Communications 623.594.1000 OR 1.800.683.0084

■ www.cox.com/arizona

Direct TV 1.855.345.7002

AUTOMOBILE INFORMATION

Emissions Testing 602.771.2300

Motor Vehicle Division 602.255.0072

DOG LICENSING 602.506.7387

POST OFFICES

Valley Wide 1.800.275.8777

■ www.usps.com/

VOTER REGISTRATION

602.506.1511

THE ARIZONA REPUBLIC

602.444.1000

RECYCLING AND SOLID WASTE

Solid Waste Mgmt. Dept. 623.974.4791 OR 480.373.0062

Waste Management 602.268.2222

Recycling Assoc. Maricopa. 520.568.9428

CONSUMER SERVICES

Better Business Bureau 602.264.1721

AZ Attorney General 602.542.5025

AZ Registrar of Contractors 602.542.1525

TRANSPORTATION

Bus Lines

Super Shuttle 602.244.9000

Phoenix Transit 602.253.5000

Dial.A.Ride 800.775.7295

Limousine

Carey 602.966.1955

Desert Rose 623.780.0159

Scottsdale 800.221.5065

Starlite 800.875.4104

Vincent 480.348.9990

Taxi Cab

AAA 480.966.8294

Courier 602.232.2222

Yellow 602.252.5252

LIBRARIES

Apache Junction 480.474.8555

Carefree 480.488.3686

Cave Creek 480.488.2286

Chandler 480.782.2814

El Mirage 602.652.3000

Fountain Hills 602.652.3000

Gilbert 602.652.3000

Glendale 623.930.3530

Litchfield Park 623.935.5053

Maricopa 520.316.6960

Mesa 480.644.3100

Peoria 623.773.7555

Phoenix 602.262.6372

Queen Creek 602.652.3000

Scottsdale 480.312.7323

Sun City 623.652.3000

Surprise 602.652.3000

Tempe 480.350.5555

Youngtown 623.974.3401

FIRE DEPARTMENT

Apache Junction 480.982.4440

Carefree 480.488.0347

Chandler 480.782.2120

El Mirage 623.583.7988

Fountain Hills 480.837.9820

Gilbert 480.503.6300

Glendale 623.931.5600

Goodyear 623.932.2300

Litchfield Park *see Goodyear*

Maricopa 520.568.3333

Mesa 480.644.2101

Paradise Valley 480.348.3631

Peoria 623.773.7279

Phoenix 602.253.1191

Queen Creek 480.644.2400

Scottsdale 480.945.6311

Sun City 623.974.2321

Sun City West 623.584.3500

Surprise 623.222.5000

Tempe 480.858.7230

Youngtown 623.974.3665

POLICE DEPARTMENT

Apache Junction 480.982.8260

Carefree 480.876.1000

Chandler 480.782.4130

El Mirage 623.933.1341

Fountain Hills 602.876.1869

Gilbert 480.503.6500

Glendale 623.930.3000

Litchfield Park 623.932.1220

Maricopa 520.568.3673 Dispatch

520.316.6800 Admin

Mesa 480.644.2211

Paradise Valley 480.948.7418

Peoria 623.773.8311

Phoenix 602.262.6151

Queen Creek 602.876.1011

Scottsdale 480.312.5000

Sun City 623.972.2555

Sun City West 623.584.5808

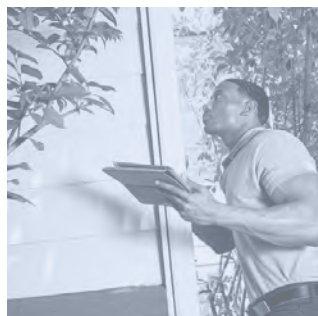
Surprise 623.222.4000

Tempe 480.966.6211

Youngtown 623.974.3665

**Paradise Valley also doesn't provide trash service owner must sign up with PV approved trash companies. Visit Town website and click on "How do I..." and sign-up for "Garbage Collection" for a list of approved collection companies.*

THE HOME INSPECTION



Contractual Rights

Professional Inspection

Wood Infestation Report

Inspection Notes

HOME INSPECTION OVERVIEW



CONTRACTUAL RIGHTS

The **AAR Residential Resale Real Estate Purchase Contract** gives the buyer the right to conduct physical, environmental, and other types of inspections, including tests, surveys, and other studies, of the premises at the buyer's expense to determine the value and condition of the premises. The Buyer must have any inspections, test, surveys, etc., and investigate any material matters that are a concern during the inspection period. The Contract also states that the buyer shall provide Seller, upon request and at no cost to the Seller, copies of all reports concerning the premises.



PROFESSIONAL HOME INSPECTION

In a home inspection, a qualified inspector takes an in-depth, unbiased look at the premises: (1) to evaluate the physical condition, i.e., structure, construction, and mechanical systems; (2) to identify items that need to be repaired OR replaced; and (3) to estimate the remaining useful life of the major systems, equipment, and structure. The inspection gives a detailed report on the condition of the structural components, exterior, roofing, plumbing, electrical, heating insulation and ventilation, air conditioning, and interiors.

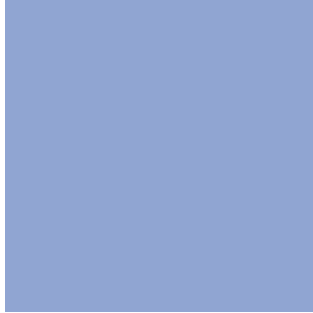


WOOD INFESTATION REPORT (WIR)

As a protective measure, lending institutions require that homes be inspected for damage from termites OR other wood-destroying insects before closing the sale of the home. A WIR is a document prepared by a licensed pest control company that informs the buyer and lending institution of the results of the inspection. For more information, contact the Arizona Structural Pest Control Commission (www.sb.state.az.us) at 602-255-3664.

INSPECTION NOTES

MOVING ESSENTIALS



Your Essential
Weekly Planner

Moving

CHECKLIST



Your essential week-by-week preparation, packing and moving planner.

8 - 9 WEEKS PRIOR -

Create a realistic budget for moving expenses. If you're hiring professional movers, remember small things add up like tape boxes, transportation, storage, etc. Request time off work for moving day. Give yourself ample time to get everything moved and settled, without the stress of work responsibilities sitting in the back of your mind.

Get started on home renovations. If there is painting or major remodeling, you will want to get a head start on this sooner than later. Purge time! Go through every room of your house and begin getting rid of items you know you won't keep and identify any items that can be donated to charity.

If you have children, make sure you reach out to their new school(s) for information on registration and transfer records if necessary.

6 - 7 WEEKS PRIOR -

The worst kind of surprise is when your movers are at the door of your new home and you realize the couch just won't fit. Make sure to measure

rooms and doorways and confirm all furniture will fit correctly.

Create an excel spreadsheet of family members, friends, and colleagues who will need your new address and share it with them via email.

Contact your doctor, dentist, and veterinarian to get copies of all records and arrange to transfer files to new health care providers. You can do this online if you have access to a patient portal.

4 - 5 WEEKS PRIOR -

Pack items that you need easy access to in an "essentials" box, such as toilet paper, soap, trash bags, chargers, box cutters, tape, tools, paper plates, snacks, towels, etc.

Contact utility companies and transfer or cancel service. Make sure they're aware of your move date and arrange for service and installation as needed.

2 - 4 WEEKS PRIOR -

Change your address with important service providers, such as your bank(s), credit card companies, subscriptions, and others. Don't

forget to submit your address change to USPS.com.

Check insurance coverage in all areas. Update or transfer your homeowner, vehicle, or any other insurance you may have. Know the insurance your moving company provides will generally only cover the items they transport for you.

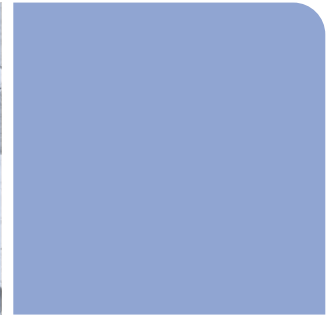
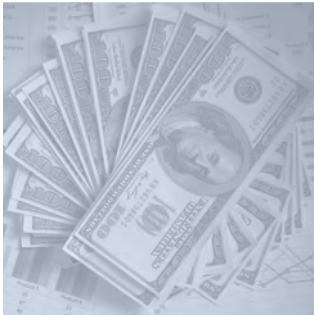
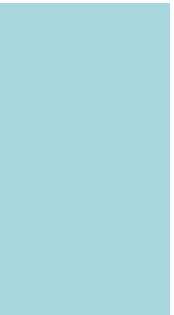
1 - 2 WEEKS PRIOR -

Unplug, disassemble, and clean out appliances. Ensure all essential utilities like gas, electricity, water, and internet services are ready at your new home. Empty your safe deposit box if you have one. Clean stovetop, oven and defrost freezer.

MOVING DAY -

Collect all keys, finish any touch-ups, and complete your walk-through. Do a final check of closets, cupboards, drawers, basement, and other areas where things may have been forgotten. Finalize any paperwork and ensure it's accessible. The cleaner the better. Remove all garbage and recycling.

ESSENTIALS FOR **ESCROW & TITLE**



What is Escrow?

What is Title Insurance?

Life of an Escrow

Closing Costs: Who Pays What

Taking Title

Closing 101

After the Closing

WHAT IS ESCROW?

As an escrow holder, **MAGNUS TITLE AGENCY'S** duty is to act as the neutral third party. We hold all documents and all funds, pursuant to the purchase contract and escrow instructions, until all terms have been met and the property is in insurable condition. We do not work for the seller **OR** for the buyer; rather, we are employed by **ALL** parties and act only upon **Mutual Written Instruction**.

OPENING ESCROW

Occurs when your **REALTOR®** brings in a fully executed contract with your earnest money deposit.

Your Escrow Officer reviews the contract, receipts in the earnest money, orders the commitment for title insurance, and prepares the documents required to close escrow (payoffs, HOAs, etc.) All of the documents are double checked by your Escrow Officer.



WHAT IS TITLE INSURANCE?

DEFINITION: A contract where by the Insurer, for valuable consideration, agrees to indemnify the Insured for a specified amount against loss through defect of title to real estate wherein the latter has an interest either as a purchaser **OR** otherwise.

PURPOSE: Title insurance services are designed to afford real property owners, lenders, and others with interest in real estate, the maximum degree of protection from adverse title claims **OR** risks. The financial assurance offered by a title insurance policy from the title company is, of course, the primary aspect of title protection. The policy affords protection both in satisfying valid claims against the title as insured and in defraying the expenses incurred in defending such claims.

THE TITLE SEARCH

Title companies work to eliminate risks by performing a search of the public records **OR** through the title company's plant. The search consists of public records, laws and court decisions pertaining to the property to determine the current recorded ownership, any recorded liens, encumbrances **OR** any other matters of record which could affect the title to the property. When a title search is complete, the title company issues a commitment for title insurance detailing the current status of title.



LIFE OF AN ESCROW

1

Opening the Escrow

Items needed to open escrow:

- Contact info for Buyer, Seller, Agents and Title Company
- Fully executed Purchase Contract
- Earnest money deposit
- Copy of listing
- New Lender information
- Existing loan payoff information
- HOA Information

2

Processing the Escrow

- Escrow deposits earnest money funds
- Escrow orders preliminary title report from title department
- Escrow requests payoff OR assumption information, homeowner's association information, etc.

3

Title Examination

- Property and parties are researched by the Title Examiner
- Preliminary Title Report is typed and sent to Escrow Officer, Agents, Seller, Buyer and Lender

4

ESCROW CLOSING PREPARATION

- Preliminary title report received by Escrow Officer and is reviewed for any surprises, i.e. tax liens, judgments, unknown liens of record, discrepancies in legal description, delinquent taxes, access problems, etc.
- Escrow informs Agents if additional information is needed to clear any surprises revealed by the Preliminary Title Report
- Escrow follows-up on receipt of the following if needed, per purchase contract ▶

• Termite Report

• Buyer's Hazard Insurance

• Payoff Information

• HOA Documents

• Home Protection Plan (Warranties)

• New Loan Package

• Repair Bills

• Septic (if Applicable)

- Loan documents are received and the Escrow Officer processes the file to reflect closing and advises Agents of funds that are needed for closing
- Closing appointment times are set for Buyer and Seller with Escrow Officer
- Inform all parties executing documents to bring a valid government issued picture I.D. (drivers license, passport, etc.)
- Inform Buyer to bring in a cashier's check OR wired funds for closing



5

Execution of Documents

- Buyer and Seller meet with Escrow Officer* and execute all documents

+ Optional hired professional mobile notary upon request

7

Recordation

- After Escrow receives all funds needed and have ascertained that conditions are met, original documents are recorded
- Once documents are recorded, Escrow notifies Agents
- Agents will make arrangements for you to receive your keys

9

Policies Issued

- Purchaser receives Owner's Title Insurance Policy from **Magnus Title Agency**
- New Lender receives ALTA Loan Policy from **Magnus Title Agency**

6

Lenders Funds

- After all parties have executed the necessary documents, Escrow returns the loan package to the new Lender for review and funding
- Lender funds the loan and Lenders' check OR wired funds are sent to Escrow for processing

8

Disbursement of Funds

- All disbursements are made in accordance with the settlement statement



CLOSING COSTS: WHO PAYS WHAT

A Chart Indicating Who Customarily Pays What Costs

	CASH	FHA	VA	CONV
1. Down Payment	BUYER	BUYER	BUYER	BUYER
2. REALTORS® Compensation	NEGOTIABLE			
3. Existing Loan Payoff	SELLER	SELLER	SELLER	SELLER
4. Loan Pre-Payment Penalty <i>(If Any)</i>	SELLER	SELLER	SELLER	SELLER
5. Taxes	PRORATE	PRORATE	PRORATE	PRORATE
6. Termite/Wood Infestation Inspection	BUYER	BUYER	BUYER	BUYER
7. Property Inspection <i>(If Requested by Buyer)</i>	BUYER	BUYER	BUYER	BUYER
8. Property Repairs <i>(If Any)</i> 💰 <i>Negotiable</i>	SELLER	SELLER	SELLER	SELLER
9. Homeowner Assoc. (HOA) Transfer Fee 💰 <i>Negotiable</i>	NEGOTIABLE			
10. HOA Capital Improvement 💰 <i>Negotiable</i>	NEGOTIABLE			
11. HOA Disclosure Fee	SELLER	SELLER	SELLER	SELLER
12. Home Warranty Premium 💰 <i>Negotiable</i>	NEGOTIABLE			
13. New Loan Origination Fee		BUYER	BUYER	BUYER
14. Discount Points		BUYER	BUYER	BUYER
15. Documents Preparation / Lending Fee		BUYER	BUYER	BUYER
16. Credit Report		BUYER	BUYER	BUYER
17. Appraisal 💰 <i>Negotiable</i>		BUYER	BUYER	BUYER
18. Tax Transcripts		BUYER	BUYER	BUYER
19. Pre-Paid Interest <i>(Approx. 30 Days)</i>		BUYER	BUYER	BUYER
20. Impound Account		BUYER	BUYER	BUYER
21. FHA/MIP/VA, Funding Fee, PMG Premium		BUYER	BUYER	BUYER
22. Fire/Hazard Insurance <i>(If Any)</i>	BUYER	BUYER	BUYER	BUYER
23. Flood Insurance <i>(If Any)</i>		BUYER	BUYER	BUYER
24. Escrow Fee	SPLIT	SPLIT	SPLIT	SPLIT
25. Homeowners Title Policy	SELLER	SELLER	SELLER	SELLER
26. Lenders Title Policy and Endorsements		BUYER	BUYER	BUYER
27. Processing Fee	SPLIT	SPLIT	SPLIT	SPLIT



LOAN TYPES ▸

Federal Housing Administration

U.S. Department of Veterans Affairs

Conventional

TAKING TITLE

Common Ways of Holding Title to Real Property in Arizona

COMMUNITY PROPERTY

Arizona is a community property state. This is a statutory presumption that all property acquired by a married couple is community property. Community property is a method of co-ownership for married persons only. Upon death of one of the spouses, the deceased spouse's interest will pass by either a will OR intestate succession.

COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP

A version of holding title between married persons that vests the title to real property in the surviving spouse when it is expressly declared in the Deed. This vesting has the tax benefits of holding title as "community property" and the probate avoidance features of "survivorship rights".

JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

Joint tenancy with right of survivorship is a method of co-ownership that gives title to the real property to the last survivor. Title to real property can be acquired by two OR more individuals either married OR unmarried. If a married couple acquires title as joint tenants with right of survivorship, they must specifically accept the joint tenancy to avoid the presumption of community property.

TENANTS IN COMMON

A method of co-ownership where parties do not have survivorship rights and each owns a specific undivided interest in the entire title.

SOLE AND SEPARATE

Real property owned by a spouse before marriage OR any acquired after marriage by gift, descent OR specific intent. If a married person acquires title as sole and separate property, his/her spouse must execute a Disclaimer Deed.

CORPORATION

Title may be taken in the name of a corporation provided that the corporation is duly formed and in good standing in the state of its incorporation.

GENERAL PARTNERSHIP

Title may be taken in the name of a general partnership duly formed under the laws of the state of the formation of the partnership. A partnership is defined as a voluntary association of two OR more persons as co-owners in a business for profit.

LIMITED PARTNERSHIP

A partnership formed by two OR more persons under the laws of Arizona OR another state and having one OR more general partners and one OR more limited partners. A certificate of limited partnership must be filed in the Office of the Secretary of State, a certified copy of which must be recorded.

TRUST

A trust is a fiduciary arrangement that allows a third party, or trustee, to hold assets on behalf of a beneficiary or beneficiaries. You must provide us with the name of the trust, date of the trust, and Trustee names as referenced in your Trust Agreement.

This guide is provided by [Magnus Title Agency](https://www.magnustitle.com) as a complimentary resource for real estate consumers. The Escrow Agent is not in a position to give legal advice. If you have questions OR would like opinions on which way to hold title would best benefit you, then you should obtain the assistance of an Attorney OR other qualified professional.

CLOSING 101: Tips for a Stress Free Signing

Whether you are purchasing a home OR selling a house, knowing what to expect and being prepared at the closing can help eliminate stress and results in a pleasant experience. We understand how important this transaction is to you, and we are committed to consistently providing a level of service that prepares you for this final step in your real estate transaction.

Although the settlement process can vary from state to state, here are some common items that may be required at closing to help the process go as smoothly and quickly as possible.



Valid Photo Identification

- Valid driver’s license OR non-driver I.D. issued by any state
- Current United States OR Foreign Passport (with accompanying visa and/or other valid documentation)
- Valid United States Military I.D.



Cashier’s Check OR Wire Transfer Payable to: [MAGNUS TITLE AGENCY](#)

In the event you are required to bring funds to close escrow, we cannot accept personal checks OR cash. If you prefer to wire your funds, please contact us for bank routing instructions. If you will be bringing a proceeds check from another settlement, please contact us to verify acceptance of those funds -- we do not automatically accept checks from all title companies and attorneys.



All Persons Who Hold Title to the Property OR Who Will Be Purchasing the Property Must Attend Closing to Sign Documents

State-specific laws may require the spouse of the parties in title, even though their name does not appear on the deed, to sign certain documents when obtaining a mortgage. If anyone is unable to attend signing, please contact your local [MAGNUS TITLE AGENCY](#) office to arrange a Power of Attorney OR signing by mail. We also offer mobile notary and Remote Online Notary (RON) options.

CLOSING NOTES

AFTER THE CLOSING

We recommend you keep all records pertaining to your home together in a safe place, including all purchase documents, insurance, maintenance and improvements.

LOAN PAYMENTS AND IMPOUNDS

You should receive your loan coupon book before your first payment is due. If you don't receive your book, OR if you have questions about your tax and insurance impounds, contact your mortgage company.

HOME WARRANTY REPAIRS

If you have a home warranty policy, call your home warranty company directly for repairs. Have your policy number available when you call.

RECORDED DEED

MAGNUS TITLE AGENCY will mail the original deed to you after closing.

TITLE INSURANCE POLICY

MAGNUS TITLE AGENCY will mail your policy to you after closing.

PROPERTY TAXES

You may not receive a tax statement for the current year on the home you buy. However, it is your obligation to make sure the taxes are paid when due. Check with your mortgage company to find out if taxes are included with your payment. For more information on your Maricopa County property taxes, contact:

- Maricopa County Tax Assessor 602-506-3406
- Maricopa County Treasurer 602-506-8511

Why Choose Magnus Title?



LARGEST
LOCALLY OWNED
TITLE AGENCY



PROUDLY
WOMEN OWNED
TITLE AGENCY



12 OFFICES
ACROSS THE VALLEY



GAP INSURANCE
OFFERED AT NO
ADDITIONAL CHARGE



NATIONAL
UNDERWRITERS



First American Title™



TITLE
RESOURCES

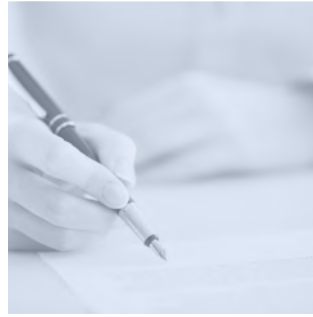


It's Simple.

With Magnus,
You Matter...

WWW.MAGNUSTITLE.COM

CONTRACTS AND FORMS



Residential Real Estate
Purchase Contract

BUYER ATTACHMENT

Document updated:
February 2026



This attachment should be given to the Buyer prior to the submission of any offer and is not part of the Residential Resale Real Estate Purchase Contract's terms.



ATTENTION BUYER!

You are entering into a legally binding agreement.

- ☐ 1. Read the entire contract *before* you sign it.
- ☐ 2. Review the Residential Seller's Property Disclosure Statement (See Section 4a).
 - This information comes directly from the Seller.
 - Investigate any blank spaces, unclear answers or any other information that is important to you.
- ☐ 3. Review the Inspection Paragraph (see Section 6a).

If important to you, hire a qualified:

 - General home inspector
 - Heating/cooling inspector
 - Mold inspector
 - Pest inspector
 - Pool inspector
 - Roof inspector

Verify square footage (see Section 6b)
Verify the property is on sewer or septic (see Section 6f)
- ☐ 4. Confirm your ability to obtain insurance and insurability of the property during the inspection period with your insurance agent (see Sections 6a and 6e).
- ☐ 5. Apply for your home loan now, if you have not done so already, and provide your lender with all requested information (see Section 2f).

It is your responsibility to make sure that you and your lender follow the timeline requirements in Section 2, and that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date. Otherwise, the Seller may cancel the contract and you may be liable for damages.
- ☐ 6. Read the title commitment within five (5) days of receipt (see Section 3c).
- ☐ 7. Read the CC&R's and all other governing documents within five (5) days of receipt (see Section 3c), especially if the home is in a homeowner's association.
- ☐ 8. Conduct a thorough pre-closing walkthrough (see Section 6l). If the property is unacceptable, speak up. After the closing may be too late.

You can obtain information through the Buyer's Advisory at www.aaronline.com/manage-risk/buyer-advisory-3/.

Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction. Be cautious about verbal representations, advertising claims, and information contained in a listing. **Verify anything important to you.**

WARNING: *WIRE TRANSFER FRAUD*

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

☒ **Buyer's Check List**

RESIDENTIAL RESALE REAL ESTATE PURCHASE CONTRACT

Document updated:
February 2026

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. PROPERTY

- 1a. 1. **BUYER:** _____
BUYER'S NAME(S)
2. **SELLER:** _____ or ☐ as identified in section 9c.
SELLER'S NAME(S)
3. Buyer agrees to buy and Seller agrees to sell the real property with all improvements, fixtures, and appurtenances thereon
4. or incidental thereto, plus the personal property described herein (collectively the "Premises").
- 1b. 5. Premises Address: _____ Assessor's #: _____
6. City: _____ County: _____ AZ, Zip Code: _____
7. Legal Description: _____
8. _____
9. _____
- 1c. 10. \$ _____ Full Purchase Price, paid as outlined below
11. \$ _____ Earnest Money
12. \$ _____
13. \$ _____
14. _____
15. _____
16. _____
17. Earnest Money is in the form of: ☐ Personal Check ☐ Wire Transfer ☐ Other _____
18. Upon acceptance of this offer, the Earnest Money, if any, will be deposited with: ☐ Escrow Company ☐ Broker's Trust Account.
19. **IF THIS IS AN ALL CASH SALE:** A Letter of Credit or a source of funds from a financial institution documenting the availability of
20. funds to close escrow is attached hereto.
- 1d. 21. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
22. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all closing
23. documents, and perform all other acts necessary in sufficient time to allow COE to occur on
24. _____, 20____ ("COE Date"). If Escrow Company or recorder's office is closed on the COE Date,
MONTH DAY YEAR
25. COE shall occur on the next day that both are open for business.
26. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
27. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds to
28. Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on the COE Date.
29. Buyer acknowledges that failure to pay the required closing funds by the scheduled COE, if not cured after a cure notice is delivered
30. pursuant to Section 7a, shall be construed as a material breach of this Contract and the Earnest Money shall be subject to forfeiture.
31. All funds are to be in U.S. currency.
- 1e. 32. **Possession:** Seller shall deliver possession, occupancy, existing keys and/or means to operate all locks, mailbox, security
33. system/alarms, and all common area facilities to Buyer at COE or ☐ _____.
34. Broker(s) recommend that the parties seek independent counsel from insurance, legal, tax, and accounting professionals regarding
35. the risks of pre-possession or post-possession of the Premises.
- 1f. 36. **Addenda Incorporated:** ☐ Additional Clause ☐ Buyer Contingency ☐ Domestic Water Well ☐ H.O.A.
37. ☐ Lead-Based Paint Disclosure ☐ Loan Assumption ☐ On-site Wastewater Treatment Facility ☐ Seller Compensation
38. ☐ Seller Financing ☐ Short Sale ☐ Solar Addendum ☐ Other: _____

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- 1g. **39. Fixtures and Personal Property:** For purposes of this Contract, fixtures shall mean property attached/affixed to the Premises.
40. Seller agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and
41. property (i.e., remote controls) shall convey in this sale. Including the following:
- 42. • built-in appliances, ceiling fans and remotes
 - 43. • central vacuum, hose, and attachments
 - 44. • draperies and other window coverings
 - 45. • fireplace equipment (affixed)
 - 46. • floor coverings (affixed)
 - 47. • free-standing range/oven
 - 48. • garage door openers and remotes
 - 49. • light fixtures
 - 50. • mailbox
 - media antennas/satellite dishes (affixed)
 - outdoor fountains and lighting
 - outdoor landscaping (i.e., shrubbery, trees and unpotted plants)
 - shutters and awnings
 - smart home devices, access to which shall be transferred (i.e., video doorbell, automated thermostat)
 - speakers (flush-mounted)
 - storage sheds
 - storm windows and doors
 - stoves: gas-log, pellet, wood-burning
 - timers (affixed)
 - towel, curtain and drapery rods
 - wall mounted TV brackets and hardware (excluding TVs)
 - water-misting systems
 - window and door screens, sun shades
51. If owned by Seller, the following items also are included in this sale:
- 52. • affixed alternate power systems serving the Premises (i.e., solar)
 - in-ground pool and spa/hot tub equipment and covers (including any mechanical or other cleaning systems)
 - security and/or fire systems and/or alarms
 - water purification systems
 - water softeners
53. _____
54. _____
55. **Additional existing personal property included in this sale (if checked):**
56. ☐ refrigerator (description): _____
57. ☐ washer (description): _____
58. ☐ dryer (description): _____
59. ☐ above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): _____
60. _____
61. ☐ other personal property not otherwise addressed (description): _____
62. ☐ other personal property not otherwise addressed (description): _____
63. **Additional existing personal property included shall not be considered part of the Premises and shall be transferred with no**
64. **monetary value, and free and clear of all liens or encumbrances.**
65. Leased items shall **NOT** be included in this sale. Seller shall deliver notice of all leased items within three (3) days after Contract
66. acceptance. Buyer shall provide notice of any leased items disapproved within the Inspection Period or five (5) days after receipt of the
67. notice, whichever is later.
68. **IF THIS IS AN ALL CASH SALE:** Section 2 does not apply - go to Section 3.

2. FINANCING

- 2a. **69. Pre-Qualification:** An AAR Pre-Qualification Form *is* attached hereto and incorporated herein by reference.
- 2b. **70. Loan Contingency:** Buyer's obligation to complete this sale is contingent upon Buyer obtaining loan approval without Prior to
71. Document ("PTD") conditions no later than three (3) days prior to the COE Date for the loan described in the AAR Loan Status
72. Update ("LSU") form or the AAR Pre-Qualification Form, whichever is delivered later. **No later than three (3) days prior to the**
73. **COE Date, Buyer shall either: (i) sign all loan documents; or (ii) deliver to Seller or Escrow Company notice of loan**
74. **approval without PTD conditions AND date(s) of receipt of Closing Disclosure(s) from Lender; or (iii) deliver to Seller or**
75. **Escrow Company notice of inability to obtain loan approval without PTD conditions.**
- 2c. **76. Unfulfilled Loan Contingency:** This Contract shall be cancelled and Buyer shall be entitled to a return of the Earnest Money if
77. after diligent and good faith effort, Buyer is unable to obtain loan approval without PTD conditions and delivers notice of inability
78. to obtain loan approval no later than three (3) days prior to the COE Date. If Buyer fails to deliver such notice, Seller may issue a
79. cure notice to Buyer as required by Section 7a and, in the event of Buyer's breach, Seller shall be entitled to the Earnest Money
80. pursuant to Section 7b. If, prior to expiration of any Cure Period, Buyer delivers notice of inability to obtain loan approval, Buyer
81. shall be entitled to a return of the Earnest Money. Buyer acknowledges that prepaid items paid separately from the Earnest Money
82. are not refundable.
- 2d. **83. Interest Rate / Necessary Funds:** Buyer agrees that (i) the inability to obtain loan approval due to the failure to lock the interest
84. rate and "points" by separate written agreement with the lender; or (ii) the failure to have the down payment or other funds
85. due from Buyer necessary to obtain the loan approval without conditions and close this transaction is not an unfulfilled loan
86. contingency.
- 2e. **87. Loan Status Update:** Buyer shall deliver to Seller the LSU, with at a minimum lines 1-40 completed, describing the current status
88. of the Buyer's proposed loan within ten (10) days after Contract acceptance and instruct lender to provide an updated LSU to
89. Broker(s) and Seller upon request.

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- 2f. 90. **Loan Application:** Unless previously completed, within three (3) days after Contract acceptance Buyer shall (i) provide lender with Buyer's name, income, social security number, Premises address, estimate of value of the Premises, and mortgage loan amount sought; and (ii) grant lender permission to access Buyer's Trimerged Residential Credit Report.
- 2g. 93. **Loan Processing During Escrow:** Within ten (10) days after receipt of the **Loan Estimate** Buyer shall (i) provide lender with notice of intent to proceed with the loan transaction in a manner satisfactory to lender; and (ii) provide to lender all requested signed disclosures and the documentation listed in the LSU at lines 32-35. Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all additional documentation requested.
- 2h. 97. **Type of Financing:** ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☐ Assumption ☐ Seller Carryback ☐ _____
98. (If financing is to be other than new financing, see attached addendum.)
- 2i. 99. **Loan Costs:** All costs of obtaining the loan shall be paid by Buyer, unless otherwise provided for herein.
- 2j. 100. **Seller Concessions (if any):** In addition to the other costs Seller has agreed to pay herein, Seller will credit Buyer _____% of the Purchase Price OR \$ _____ (Seller Concessions). The Seller Concessions may be used for any Buyer fee, cost, charge, broker compensation, or expenditure to the extent allowed by Buyer's lender.
- 2k. 103. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the Pre-Qualification Form attached hereto or LSU provided within ten (10) days after Contract acceptance and shall only make any such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan approval without PTD conditions, increase Seller's closing costs, or delay COE.
- 2l. 107. **Appraisal Contingency:** Buyer's obligation to complete this sale is contingent upon an appraisal of the Premises acceptable to lender for at least the purchase price. If the Premises fail to appraise for the purchase price in any appraisal required by lender, Buyer has five (5) days after notice of the appraised value to cancel this Contract and receive a return of the Earnest Money or the appraisal contingency shall be waived, unless otherwise prohibited by federal law.
- 2m. 111. **Appraisal Cost(s):** Initial appraisal fee shall be paid by ☐ Buyer ☐ Seller ☐ Other _____
112. at the time payment is required by lender and is non-refundable. If Seller is paying the initial appraisal fee, the fee ☐ will ☐ will not be applied against Seller's Concessions at COE, if applicable. If Buyer's lender requires an updated appraisal prior to COE, it will be performed at Buyer's expense. Any appraiser/lender required inspection cost(s) shall be paid for by Buyer.

3. TITLE AND ESCROW

- 3a. 115. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the terms of this Contract shall be:
117. _____
ESCROW/TITLE COMPANY
118. _____
ADDRESS CITY STATE ZIP
119. _____
EMAIL PHONE FAX
- 3b. 120. **Title and Vesting:** Buyer will take title as determined before COE. If Buyer is married and intends to take title as his/her sole and separate property, a disclaimer deed may be required. Taking title may have significant legal, estate planning and tax consequences. Buyer should obtain independent legal and tax advice.
- 3c. 123. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly, addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements. Buyer shall have five (5) days after receipt of the Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to Seller of any items disapproved. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, conditions, restrictions, rights of way, easements and all other matters of record. Buyer shall be provided at Seller's expense an American Land Title Association ("ALTA") Homeowner's Title Insurance Policy or, if not available, a Standard Owner's Title Insurance Policy, showing title vested in Buyer. Buyer may acquire extended coverage at Buyer's own additional expense. If applicable, Buyer shall pay the cost of obtaining the ALTA Lender Title Insurance Policy.

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- 3d. 133. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address of
134. Buyer to any homeowner's association(s) in which the Premises are located. (ii) If Escrow Company is also acting as the title agency
135. but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to Buyer and Seller, upon deposit of funds, a
136. closing protection letter from the title insurer indemnifying Buyer and Seller for any losses due to fraudulent acts or breach of escrow
137. instructions by Escrow Company. (iii) All documents necessary to close this transaction shall be executed promptly by Seller and
138. Buyer in the standard form used by Escrow Company. Escrow Company shall modify such documents to the extent necessary to be
139. consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein, shall be allocated equally between Seller and
140. Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all notices and communications directed to Seller, Buyer
141. and Broker(s). (vi) Escrow Company shall provide Broker(s) access to escrowed materials and information regarding the escrow. (vii)
142. If an Affidavit of Disclosure is provided, Escrow Company shall record the Affidavit at COE.
- 3e. 143. **Tax Prorations:** Real property taxes payable by Seller shall be prorated to COE based upon the latest tax information available.
- 3f. 144. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with
145. Escrow Company, Buyer and Seller authorize Escrow Company to release the Earnest Money pursuant to the terms and conditions
146. of this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against
147. any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or
148. relating in any way to the release of the Earnest Money.
- 3g. 149. **Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of COE, including homeowner's
150. association fees, rents, irrigation fees, and, if assumed, insurance premiums, interest on assessments, interest on encumbrances,
151. and service contracts, shall be prorated as of COE or ☐ Other: _____
- 3h. 152. **Assessment Liens:** The amount of any assessment lien or bond including those charged by a special taxing district, such as a
153. Community Facilities District, shall be prorated as of COE.

4. DISCLOSURE

- 4a. 154. **Seller's Property Disclosure Statement ("SPDS"):** Seller shall deliver a completed AAR Residential SPDS form to Buyer
155. within three (3) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the Inspection
156. Period or five (5) days after receipt of the SPDS, whichever is later.
- 4b. 157. **Insurance Claims History:** Seller shall deliver to Buyer a written five (5) year insurance claims history regarding the Premises (or a
158. claims history for the length of time Seller has owned the Premises if less than five (5) years) from Seller's insurance company or an
159. insurance support organization or consumer reporting agency, or if unavailable from these sources, from Seller, within five (5) days
160. after Contract acceptance. Buyer shall provide notice of any items disapproved within the Inspection Period or five (5) days after
161. receipt of the claims history, whichever is later.
- 4c. 162. **Foreign Sellers:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is applicable if Seller is a non-resident alien
163. individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person"). Seller agrees to complete,
164. sign, and deliver to Escrow Company a certificate indicating whether Seller is a Foreign Person. FIRPTA requires that a foreign
165. seller may have federal income taxes up to 15% of the purchase price withheld, unless an exception applies. Seller is responsible
166. for obtaining independent legal and tax advice.
- 4d. 167. **Lead-Based Paint Disclosure:** If the Premises were built prior to 1978, Seller shall: (i) notify Buyer of any known lead-based paint
168. ("LBP") or LBP hazards in the Premises; (ii) provide Buyer with any LBP risk assessments or inspections of the Premises in Seller's
169. possession; (iii) provide Buyer with the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, and any
170. report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your
171. Home" (collectively "LBP Information"). Buyer shall return a signed copy of the Disclosure of Information on Lead-Based Paint and
172. Lead-Based Paint Hazards to Seller prior to COE.
173. ☐ LBP Information was provided prior to Contract acceptance and Buyer acknowledges the opportunity to conduct LBP risk
174. assessments or inspections during Inspection Period.
175. ☐ Seller shall provide LBP Information within five (5) days after Contract acceptance. Buyer may within ten (10) days
176. or _____ days after receipt of the LBP Information conduct or obtain a risk assessment or inspection of the Premises for the
177. presence of LBP or LBP hazards ("Assessment Period"). Buyer may within five (5) days after receipt of the LBP Information or five
178. (5) days after expiration of the Assessment Period cancel this Contract.
179. Buyer is further advised to use certified contractors to perform renovation, repair or painting projects that disturb lead-based paint in
180. residential properties built before 1978 and to follow specific work practices to prevent lead contamination.

181. If Premises were constructed prior to 1978, (BUYER'S INITIALS REQUIRED) _____ BUYER _____ BUYER _____

182. If Premises were constructed in 1978 or later, (BUYER'S INITIALS REQUIRED) _____ BUYER _____ BUYER _____

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- 4e. 183. **Affidavit of Disclosure:** If the Premises are located in an unincorporated area of the county, and five (5) or fewer parcels of
 184. property other than subdivided property are being transferred, Seller shall deliver a completed Affidavit of Disclosure in the form
 185. required by law to Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any Affidavit of Disclosure items
 186. disapproved within the Inspection Period or five (5) days after receipt of the Affidavit of Disclosure, whichever is later.
- 4f. 187. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Premises or disclosures made herein,
 188. in the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by this
 189. Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed five (5) days after
 190. delivery of such notice to provide notice of disapproval to Seller.

5. WARRANTIES

- 5a. 191. **Condition of Premises: BUYER AND SELLER AGREE THE PREMISES ARE BEING SOLD IN ITS PRESENT PHYSICAL**
 192. **CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE.** Seller makes no warranty to Buyer, either express or implied,
 193. as to the condition, zoning, or fitness for any particular use or purpose of the Premises. However, Seller shall maintain and repair
 194. the Premises so that at the earlier of possession or COE: (i) the Premises, including all personal property included in the sale, will
 195. be in substantially the same condition as on the date of Contract acceptance; and (ii) all personal property not included in the sale
 196. and debris will be removed from the Premises. Buyer is advised to conduct independent inspections and investigations regarding
 197. the Premises within the Inspection Period as specified in Section 6a. Buyer and Seller acknowledge and understand they may,
 198. but are not obligated to, engage in negotiations or address repairs/improvements to the Premises. Any/all agreed upon repairs/
 199. improvements will be addressed pursuant to Section 6j.
- 5b. 200. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and
 201. any information concerning the Premises known to Seller, excluding opinions of value, which materially and adversely affect the
 202. consideration to be paid by Buyer. Prior to COE, Seller warrants that payment in full will have been made for all labor, professional
 203. services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding COE in connection with the
 204. construction, alteration, or repair of any structure on or improvement to the Premises. Seller warrants that the information regarding
 205. connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is correct to the best of
 206. Seller's knowledge.
- 5c. 207. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect
 208. Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Premises or COE,
 209. Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the Premises.
 210. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Premises except disclosed as follows:**
 211. _____
 212. _____

6. DUE DILIGENCE

- 6a. 213. **Inspection Period:** Buyer's Inspection Period shall be ten (10) days or _____ days after Contract acceptance. During the
 214. Inspection Period Buyer, at Buyer's expense, shall: (i) conduct all desired physical, environmental, and other types of inspections
 215. and investigations to determine the value and condition of the Premises; (ii) make inquiries and consult government agencies,
 216. lenders, insurance agents, architects, and other appropriate persons and entities concerning the suitability of the Premises and
 217. the surrounding area; (iii) investigate applicable building, zoning, fire, health, and safety codes to determine any potential hazards,
 218. violations or defects in the Premises; and (iv) verify any material multiple listing service ("MLS") information. If the presence of
 219. sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity is
 220. a material matter to Buyer, it must be investigated by Buyer during the Inspection Period. Buyer shall keep the Premises free and
 221. clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and shall repair all
 222. damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies of all inspection
 223. reports concerning the Premises obtained by Buyer. Buyer is advised to consult the Arizona Department of Real Estate Buyer
 224. Advisory to assist in Buyer's due diligence inspections and investigations.
- 6b. 225. **Square Footage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE OF THE PREMISES, BOTH THE**
 226. **REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON, IS APPROXIMATE. IF SQUARE FOOTAGE IS A MATERIAL**
 227. **MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.**
- 6c. 228. **Wood-Destroying Organism or Insect Inspection: IF CURRENT OR PAST WOOD-DESTROYING ORGANISMS OR INSECTS**
 229. **(SUCH AS TERMITES) ARE A MATERIAL MATTER TO BUYER, THESE ISSUES MUST BE INVESTIGATED DURING THE**
 230. **INSPECTION PERIOD.** Buyer shall order and pay for all wood-destroying organism or insect inspections performed during the
 231. Inspection Period. If the lender requires an updated Wood-Destroying Organism or Insect Inspection Report prior to COE, it will be
 232. performed at Buyer's expense.
- 6d. 233. **Flood Hazard: FLOOD HAZARD DESIGNATIONS OR THE COST OF FLOOD HAZARD INSURANCE SHALL BE**
 234. **DETERMINED BY BUYER DURING THE INSPECTION PERIOD.** If the Premises are situated in an area identified as having
 235. any special flood hazards by any governmental entity, **THE LENDER MAY REQUIRE THE PURCHASE OF FLOOD HAZARD**
 236. **INSURANCE.** Special flood hazards may also affect the ability to encumber or improve the Premises.

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Residential Resale Real Estate Purchase Contract >>

- 6e. 237. **Insurance: IF HOMEOWNER'S INSURANCE IS A MATERIAL MATTER TO BUYER, BUYER SHALL APPLY FOR AND**
 238. **OBTAIN WRITTEN CONFIRMATION OF THE AVAILABILITY AND COST OF HOMEOWNER'S INSURANCE FOR THE**
 239. **PREMISES FROM BUYER'S INSURANCE COMPANY DURING THE INSPECTION PERIOD.** Buyer understands that any
 240. homeowner's, fire, casualty, flood or other insurance desired by Buyer or required by lender should be in place at COE.
- 6f. 241. **Sewer or On-site Wastewater Treatment System:** The Premises are connected to a:
 242. ☐ sewer system ☐ conventional septic system ☐ alternative system
243. **IF A SEWER CONNECTION IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION**
 244. **PERIOD.** If the Premises are served by a conventional septic or alternative system, the AAR On-site Wastewater Treatment Facility
 245. Addendum is incorporated herein by reference.
246. (BUYER'S INITIALS REQUIRED) _____ BUYER _____ BUYER
- 6g. 247. **Swimming Pool Barrier Regulations:** During the Inspection Period, Buyer agrees to investigate all applicable state, county, and
 248. municipal Swimming Pool barrier regulations and agrees to comply with and pay all costs of compliance with said regulations prior to
 249. occupying the Premises, unless otherwise agreed in writing. If the Premises contains a Swimming Pool, Buyer acknowledges receipt
 250. of the Arizona Department of Health Services approved private pool safety notice.
251. (BUYER'S INITIALS REQUIRED) _____ BUYER _____ BUYER
- 6h. 252. **BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES, AND AGREES THAT BROKER(S) ARE NOT**
 253. **QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PREMISES OR THE SURROUNDING**
 254. **AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S**
 255. **DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PREMISES AND THE**
 256. **SURROUNDING AREA IS BEYOND THE SCOPE OF BROKER'S EXPERTISE AND LICENSING, BUYER EXPRESSLY**
 257. **RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD**
 258. **HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.**
259. (BUYER'S INITIALS REQUIRED) _____ BUYER _____ BUYER
- 6i. 260. **Inspection Period Notice:** Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items
 261. disapproved. AAR's Buyer's Inspection Notice and Seller's Response form is available for this purpose. Buyer shall conduct all
 262. desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items disapproved shall be
 263. provided in a single notice.
- 6j. 264. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller a
 265. signed notice of the items disapproved and state in the notice that Buyer elects to either:
 266. (1) Immediately cancel this Contract, in which case:
 267. (a) If Buyer's notice specifies disapproval of items as allowed herein, the Earnest Money shall be released to Buyer.
 268. (b) If Buyer's notice fails to specify items disapproved as allowed herein, the cancellation will remain in effect but Buyer has
 269. failed to comply with a provision of this Contract and Seller may deliver to Buyer a cure notice as required by Section 7a.
 270. If Buyer fails to cure their non-compliance within three (3) days after delivery of such notice, Buyer shall be in breach and
 271. Seller shall be entitled to the Earnest Money. If, prior to expiration of the Cure Period, Buyer delivers notice specifying
 272. items disapproved as allowed herein, Buyer shall be entitled to a return of the Earnest Money.
273. **OR**
274. (2) Provide Seller an opportunity to correct or address the items disapproved, in which case:
 275. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of items
 276. disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed
 277. Seller's refusal to correct or address any of the items disapproved.
 278. (b) If Seller agrees in writing to correct items disapproved, Seller shall correct the items, complete any repairs in a
 279. workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days
 280. or _____ days prior to the COE Date.
 281. (c) If Seller is unwilling or unable to correct or address any of the items disapproved, Buyer may cancel this Contract within
 282. five (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs
 283. first, and the Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as
 284. provided, Buyer shall close escrow without those items that Seller has not agreed in writing to correct or address.
285. **VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS.** Only a written agreement signed by both parties will extend
 286. response times or cancellation rights.
287. **BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN**
 288. **THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE**
 289. **TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.**

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- 6k. 290. **Home Warranty Plan:** Buyer and Seller are advised to investigate the various home warranty plans available for purchase. The
 291. parties acknowledge that different home warranty plans have different coverage options, exclusions, limitations, service fees and
 292. most plans exclude pre-existing conditions.
293. ☐ A Home Warranty Plan will be ordered by ☐ Buyer or ☐ Seller with the following optional coverage
 294. _____, to be issued by _____ at a cost
 295. not to exceed \$ _____, to be paid for by ☐ Buyer ☐ Seller ☐ Split evenly between Buyer and Seller
 296. ☐ Buyer declines the purchase of a Home Warranty Plan.
297. _____ (BUYER'S INITIALS REQUIRED) _____ BUYER BUYER
- 6l. 298. **Walkthrough(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct walkthrough(s) of the Premises for
 299. the purpose of satisfying Buyer that any corrections or repairs agreed to by Seller have been completed, and the Premises are
 300. in substantially the same condition as of the date of Contract acceptance. If Buyer does not conduct such walkthrough(s), Buyer
 301. releases Seller and Broker(s) from liability for any defects that could have been discovered.
- 6m. 302. **Seller's Responsibility Regarding Inspections and Walkthrough(s):** Seller shall make the Premises available for all inspections
 303. and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller's expense, have all utilities on, including any propane,
 304. until COE to enable Buyer to conduct these inspections and walkthrough(s).
- 6n. 305. **IRS and FIRPTA Reporting:** The Foreign Investment in Real Property Tax Act ("FIRPTA") provides that, if a seller is a Foreign
 306. Person, a buyer of residential real property must withhold federal income taxes up to 15% of the purchase price, unless an exception
 307. applies. If FIRPTA is applicable and Buyer fails to withhold, Buyer may be held liable for the tax. Buyer agrees to perform any acts
 308. reasonable or necessary to comply with FIRPTA and IRS reporting requirements and Buyer is responsible for obtaining independent
 309. legal and tax advice.

7. REMEDIES

- 7a. 310. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any
 311. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the
 312. non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a
 313. breach of Contract. If Escrow Company or recorder's office is closed on the last day of the Cure Period, and COE must occur
 314. to cure a potential breach, COE shall occur on the next day that both are open for business.
- 7b. 315. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the
 316. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute
 317. Resolution obligations set forth herein. In the case of Seller, because it would be difficult to fix actual damages in the event of
 318. Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept
 319. the Earnest Money as Seller's sole right to damages; and in the event of Buyer's breach arising from Buyer's failure to deliver the
 320. notice required by Section 2b, or Buyer's inability to obtain loan approval due to the waiver of the appraisal contingency pursuant
 321. to Section 2l, Seller shall exercise this option and accept the Earnest Money as Seller's sole right to damages. An unfulfilled
 322. contingency is not a breach of Contract. The parties expressly agree that the failure of any party to comply with the terms and
 323. conditions of Section 1d to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a,
 324. will constitute a material breach of this Contract, rendering the Contract subject to cancellation.
- 7c. 325. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this
 326. Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid
 327. equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall
 328. be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of
 329. an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration
 330. Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be
 331. final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
 332. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the
 333. mediation conference by notice to the other and, in such event, either party shall have the right to resort to court action.
- 7d. 334. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the
 335. Small Claims Division of an Arizona Justice Court (up to \$5,000) so long as the matter is not thereafter transferred or removed from
 336. the small claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or
 337. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that
 338. is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action
 339. ("lis pendens"), or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the
 340. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.
- 7e. 341. **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this
 342. Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees, expert
 343. witness fees, fees paid to investigators, and arbitration costs.

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8. ADDITIONAL TERMS AND CONDITIONS

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8b. 390. Risk of Loss: If there is any loss or damage to the Premises between the date of Contract acceptance and COE or possession, 391. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller, provided, 392. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or 393. Buyer may elect to cancel the Contract.

8c. 394. Permission: Buyer and Seller grant Broker(s) permission to advise the public of this Contract.

8d. 395. Arizona Law: This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

8e. 396. Time is of the Essence: The parties acknowledge that time is of the essence in the performance of the obligations described herein.

8f. 397. Compensation: Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed 398. by separate written agreement(s), which may be delivered by Broker(s) to Escrow Company for payment at COE, if not previously 399. paid. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If 400. Buyer is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. If any Broker is compensated by 401. both Seller and Buyer, the parties hereby consent to Broker receiving compensation from more than one (1) party to the transaction. 402. BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE LISTING 403. SERVICE, OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND CLIENT.

404. (SELLER'S INITIALS REQUIRED) _____ **(BUYER'S INITIALS REQUIRED)** _____
SELLER SELLER BUYER BUYER

8g. 405. Copies and Counterparts: A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract. 406. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and 407. in any number of counterparts, which shall become effective upon delivery as provided for herein, except that the Disclosure 408. of Information on Lead-Based Paint and Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be 409. deemed to constitute one instrument, and each counterpart shall be deemed an original.

8h. 410. Days: All references to days in this Contract shall be construed as calendar days and a day shall begin at 12:00 a.m. and end at 11:59 p.m.

8i. 411. Calculating Time Periods: In computing any time period prescribed or allowed by this Contract, the day of the act or event from 412. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on 413. the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts 414. that must be performed three (3) days prior to the COE Date must be performed three (3) full days prior (i.e. – if the COE Date is 415. Friday the act must be performed by 11:59 p.m. on Monday).

8j. 416. Entire Agreement: This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and 417. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing 418. signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.

8k. 419. Subsequent Offers: Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that 420. any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.

8l. 421. Cancellation: A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering 422. notice stating the reason for cancellation to the other party or to Escrow Company. Cancellation shall become effective 423. immediately upon delivery of the cancellation notice.

8m. 424. Notice: Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing 425. and deemed delivered and received when: (i) delivered in person; (ii) sent via facsimile transmission; (iii) sent via electronic mail, 426. if email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated 427. in Section 8q, to Seller as indicated in Section 9a and to Escrow Company indicated in Section 3a.

8n. 428. Release of Broker(s): Seller and Buyer hereby expressly release, hold harmless and indemnify Broker(s) in this 429. transaction from any and all liability and responsibility regarding financing, the condition, square footage, lot lines, 430. boundaries, value, rent rolls, environmental problems, sanitation systems, roof, wood infestation, building codes, 431. governmental regulations, insurance, price and terms of sale, return on investment or any other matter relating to the 432. value or condition of the Premises. The parties understand and agree that Broker(s) do not provide advice on property 433. as an investment and are not qualified to provide financial, legal, or tax advice regarding this real estate transaction.

434. (SELLER'S INITIALS REQUIRED) _____ **(BUYER'S INITIALS REQUIRED)** _____
SELLER SELLER BUYER BUYER

8o. 435. Terms of Acceptance: This offer will become a binding Contract when acceptance is signed by Seller and a signed 436. copy delivered in person, by mail, facsimile or electronic mail, and received by Broker named in Section 8q 437. by _____ at _____ a.m./p.m., Mountain Standard Time. 438. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by 439. this date and time, this offer shall be deemed withdrawn and Buyer's Earnest Money shall be returned.

8p. 440. THIS CONTRACT CONTAINS TEN (10) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT 441. YOU HAVE RECEIVED AND READ ALL TEN (10) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

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8q. 442. Broker represents Buyer and will receive compensation from the transaction:

443. PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.
 444. PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.
 445. PRINT FIRM NAME FIRM MLS CODE
 446. FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.
 447. PREFERRED TELEPHONE FAX EMAIL

8r. 448. Agency Confirmation: Broker named in Section 8q above is the agent of (check one):

449. ☐ Buyer; ☐ Seller; or ☐ both Buyer and Seller

8s. 450. The undersigned agree to purchase the Premises on the terms and conditions herein stated and acknowledge receipt of
 451. a copy hereof including the Buyer Attachment.

452. ^ BUYER'S SIGNATURE MO/DA/YR ^ BUYER'S SIGNATURE MO/DA/YR
 453. ^ BUYER'S NAME PRINTED ^ BUYER'S NAME PRINTED
 454. ADDRESS ADDRESS
 455. CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

9. SELLER ACCEPTANCE

9a. 456. Broker represents Seller and will receive compensation from the transaction:

457. PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.
 458. PRINT AGENT'S NAME AGENT MLS CODE AGENT STATE LICENSE NO.
 459. PRINT FIRM NAME FIRM MLS CODE
 460. FIRM ADDRESS STATE ZIP CODE FIRM STATE LICENSE NO.
 461. PREFERRED TELEPHONE FAX EMAIL

9b. 462. Agency Confirmation: Broker named in Section 9a above is the agent of (check one):

463. ☐ Seller; or ☒ both Buyer and Seller

9c. 464. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a
 465. copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.

466. ☐ Counter Offer is attached, and is incorporated herein by reference. Seller must sign and deliver both this offer and the Counter
 467. Offer. If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

468. ^ SELLER'S SIGNATURE MO/DA/YR ^ SELLER'S SIGNATURE MO/DA/YR
 469. ^ SELLER'S NAME PRINTED ^ SELLER'S NAME PRINTED
 470. ADDRESS ADDRESS
 471. CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

472. ☐ OFFER REJECTED BY SELLER: MONTH DAY, 20 YEAR (SELLER'S INITIALS)

For Broker Use Only:

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

NOTES

Keep Track of Other Important Dates & Details

NOTES

Keep Track of Other Important Dates & Details



MAGNUS TITLE AGENCY
MARICOPA COUNTY
OFFICE LOCATION MAP



LOCATIONS ACROSS THE VALLEY

1 | CORPORATE HEADQUARTERS

13845 N. Northsight Blvd, Suite #200
Scottsdale, AZ 85260
602.792.7300 PHONE
602.748.2750 FAX

2 | TITLE DEPARTMENT

2077 E. Warner Road, Suite #103
Tempe, AZ 85284
602.792.7310 PHONE
602.748.2700 FAX

3 | NORTHSIGHT

13845 N. Northsight Blvd, Suite #100
Scottsdale, AZ 85260
Phoenix Branch
480.682.0200 PHONE
480.385.6862 FAX
Scottsdale Branch
480.682.0230 PHONE
480.682.0231 FAX
Scottsdale Kierland Branch
480.748.2100 PHONE
480.682.3330 FAX

4 | AHWATUKEE

3930 E. Chandler Blvd., Suite #2
Phoenix, AZ 85048
Escrow
480.385.4300 PHONE
480.682.3345 FAX
Marketing
602.792.7320 PHONE
480.682.3345 FAX

5 | CHANDLER

2450 S. Gilbert Rd., Suite #200
Chandler, AZ 85286
480.339.7000 PHONE
480.682.3350 FAX

6 | ARROWHEAD

19420 N. 59th Ave., Suite B233
Glendale, AZ 85308
623.385.3500 PHONE
623.792.1855 FAX

7 | POWER ROAD

20852 E. Ocotillo Rd., Suite #101
Queen Creek, AZ 85142
480.339.7010 PHONE
480.682.3340 FAX

8 | TEMPE

2077 E. Warner Rd., Suite #103
Tempe, AZ 85284
480.455.3700 PHONE
480.682.3377 FAX

9 | WARNER

2077 E. Warner Road, Suite #103
Tempe, AZ 85284
480.339.7030 PHONE
480.682.3395 FAX

10 | EAST VALLEY

20852 E. Ocotillo Rd., Suite #101
Queen Creek, AZ 85142
480.682.0220 PHONE
480.682.3380 FAX

11 | QUEEN CREEK

20852 E. Ocotillo Rd., Suite #101
Queen Creek, AZ 85142
480.339.7050 PHONE
480.682.3335 FAX

12 | GILBERT

2450 S. Gilbert Rd., Suite #200
Chandler, AZ 85286
480.339.7020 PHONE
480.682.7703 FAX

13 | METRO CENTER

11022 N 28th Drive, Suite #255
Phoenix, AZ 85029
480.339.7040 PHONE
480.914.1440 FAX

14 | TOLLESON

9870 W. Lower Buckeye Rd, Ste A-180
Tolleson, AZ 85353
623.385.3520 PHONE



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You Matter...

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Our experienced senior management team leads our organization of outstanding title and escrow professionals. Our commitment is to consistently deliver solutions that make sense for each client, in every transaction.



LOCALLY
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OPERATED
& TRUSTED.**

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