

# BUYER ATTACHMENT

*This attachment should be given to the Buyer prior to the submission of any offer and is not a part of the Vacant Land/Lot Contract's terms.*



## ATTENTION BUYER!

You are entering into a legally binding agreement.

1. **Read the entire contract before you sign it.**
2. **Review the Seller's Property Disclosure Statement (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).**  
Verify square footage/acreage (see Section 6b)  
Verify whether the property is served by sewer or septic or whether it is available (see Section 6d)
4. **Apply for your loan now, if you have not done so already, and provide your lender with all requested information (see Section 2d).** It is your responsibility to make sure that you and your lender deliver the necessary funds to escrow in sufficient time to allow escrow to close on the agreed upon date.
5. **Read the title commitment within five days of receipt (see Section 3c).**
6. **Read the CC&R's and all other governing documents within five days of receipt (see Section 3c).**
7. **Conduct a thorough final inspection (see Section 6n).** If the property is unacceptable, speak up. After the closing may be too late.

You can obtain information through the Buyer's Advisory at <http://www.aaronline.com>. **Remember, you are urged to consult with an attorney, inspectors, and experts of your choice in any area of interest or concern in the transaction.** Be cautious about verbal representations, advertising claims, and information contained in a listing. Verify anything important to you.

Windermere Prescott

# VACANT LAND/LOT PURCHASE CONTRACT



If subdivided land (less than 36 acres) or unsubdivided land (36 acres to 160 acres) is being sold by a subdivider, i.e., a person who owns 6 or more lots, a public report will generally be required and an Addendum regarding subdivided or unsubdivided land must be executed by the Seller and Buyer.

The printed portion of this contract has been approved by the ARIZONA ASSOCIATION OF REALTORS® ("AAR") This is intended to be a binding contract. No representation is made as to the legal validity or adequacy of any provision or the tax consequences thereof. If you desire legal, tax or other professional advice, consult your attorney, tax advisor, insurance agent 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, if any, plus the personal property described herein (collectively the "Property").
- 1b. 5. Property Address: \_\_\_\_\_ Zoning: \_\_\_\_\_
- 6. Assessor's #: \_\_\_\_\_ / \_\_\_\_\_
- 7. City: \_\_\_\_\_ County: \_\_\_\_\_ AZ, Zip Code: \_\_\_\_\_
- 8. Legal Description: \_\_\_\_\_ or  see attached legal description.
- 1c. 9. \$ \_\_\_\_\_ Full Purchase Price, paid as outlined below
- 10. \$ \_\_\_\_\_ Earnest money \_\_\_\_\_
- 11. \$ \_\_\_\_\_
- 12. \$ \_\_\_\_\_
- 13. \_\_\_\_\_
- 1d. 14. **Incidental Improvements:** Buyer is purchasing the Property as vacant land. Any improvements, fixtures and appurtenances
- 15. thereon are incidental thereto, plus any personal property on the Property are merely incidental, are being transferred in their
- 16. existing condition ("AS IS") and Seller makes no warranty to Buyer, expressed or implied, as to their condition.
- 1e. 17. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's office.
- 18. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow Company all
- 19. closing documents, and perform all other acts necessary in sufficient time to allow COE to occur on
- 20. \_\_\_\_\_ MONTH \_\_\_\_\_ DAY, \_\_\_\_\_ YEAR ("COE Date"). If Escrow Company or recorder's office is closed on
- 21. COE Date, COE shall occur on the next day that both are open for business.
- 22. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
- 23. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds
- 24. to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.
- 1f. 25. **Possession:** Seller shall deliver access to keys and/or means to operate all locks, mailbox, and all common area facilities, subject to
- 26. the rights of tenants under existing leases, to Buyer at COE or  \_\_\_\_\_. Broker(s) recommend that the parties seek appropriate
- 27. counsel from insurance, legal, tax, and accounting professionals regarding the risks of pre-possession or post-possession of the Property.
- 1g. 28. **Addenda Incorporated:**  Assumption/Carryback  Buyer Contingency  Domestic Water Well  H.O.A.
- 29.  Additional Clause  On-site Wastewater Treatment Facility  Addendum to Vacant Land
- 30.  Other: \_\_\_\_\_
- 31. **IF THIS IS AN ALL CASH SALE, GO TO SECTION 3.**

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## 2. FINANCING

(If financing is to be other than new financing, see attached addendum.)

- 2a. 32. **Loan Status Report:** The AAR Vacant Land/Lot Loan Status Report ("LSR") with, at a minimum, the Buyer's Loan Information section
- 33. completed, describing the current status of the Buyer's proposed loan, is attached hereto and incorporated herein by reference.
- 2b. 34. **Financing:** This sale  is  is not contingent upon Buyer obtaining a satisfactory financing commitment within Financing
- 35. **Commitment Contingency Period. (If sale is not contingent on a financing commitment, go to Section 2g.)**
- 2c. 36. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing
- 37. commitment, Buyer shall have thirty (30) days or  \_\_\_\_\_ days after the Contract acceptance ("Financing Commitment
- 38. Contingency Period") to obtain a financing commitment satisfactory to Buyer in Buyer's sole discretion, for a loan to purchase the
- 39. Property or Buyer may cancel this Contract and receive a refund of the Earnest Money. **PRIOR TO THE EXPIRATION OF THE FINANC-**
- 40. **ING COMMITMENT CONTINGENCY PERIOD, BUYER SHALL DELIVER TO SELLER AND ESCROW COMPANY NOTICE THAT**
- 41. **BUYER HAS NOT RECEIVED SUCH SATISFACTORY FINANCING COMMITMENT OR BUYER SHALL BE DEEMED TO HAVE**
- 42. **WAIVED THE FINANCING COMMITMENT CONTINGENCY AND ANY RIGHT TO CANCEL DUE TO FINANCING.**
- 2d. 43. **Financing Application:** Unless previously completed, within ten (10) days or  \_\_\_\_\_ after Contract acceptance, Buyer shall
- 44. submit a formal loan application to a lender of Buyer's choice. Buyer and Seller shall promptly provide to such lender all materials
- 45. and documents lender deems appropriate to facilitate such lender's processing of such loan application. Buyer instructs the lender
- 46. to provide loan status updates to Broker(s) and Seller. The AAR Loan Status Update Form is available for this purpose.
- 2e. 47. **Appraisal Contingency:** Buyer's obligation to complete this sale is contingent upon an appraisal of the Property by an appraiser
- 48. acceptable to lender for at least the sales price during the Financing Commitment Contingency Period.
- 2f. 49. **Loan Costs:** Buyer shall pay all costs of obtaining the loan, except as provided herein.
- 50. Discount points shall be paid by:  Buyer  Seller  Other \_\_\_\_\_
- 51. Discount points shall not exceed: \_\_\_\_\_ total points (Does not include loan origination fee)
- 52. A.L.T.A. Lender Title Insurance Policy shall be paid by  Buyer  Seller
- 53. Loan Origination Fee (Not to exceed \_\_\_\_\_ % of loan amount) shall be paid by  Buyer  Seller
- 54. Appraisal Fee, when required by lender, shall be paid by  Buyer  Seller  Other \_\_\_\_\_
- 2g. 55. **Partial Release:** Buyer and Seller agree that any partial releases will be addressed under Additional Terms and Conditions
- 56. or attached Addendum.
- 2h. 57. **Subordination:** If applicable, Seller carryback financing  is  is not to be subordinated to a construction loan. If Seller
- 58. agrees to subordination, such subordination shall only be allowed if the Seller Carryback financing is not in default and if the
- 59. Seller approves the terms and conditions of the construction loan to be recorded as a senior loan. Approval will not be
- 60. unreasonably withheld. **IF SELLER SUBORDINATES THE SELLER CARRYBACK FINANCING TO A SENIOR LOAN, THE**
- 61. **SELLER ACKNOWLEDGES THAT IN ORDER TO PROTECT THE SELLER CARRYBACK FINANCING, THE SELLER**
- 62. **MAY HAVE TO MAKE PAYMENTS ON THE SENIOR LOAN IF THE SENIOR LOAN IS IN DEFAULT.**

## 3. TITLE AND ESCROW

- 3a. 63. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the
- 64. terms of this Contract shall be:
- 65. \_\_\_\_\_
- "ESCROW/TITLE COMPANY" PHONE
- 66. \_\_\_\_\_
- FAX EMAIL
- 67. \_\_\_\_\_
- ADDRESS
- 3b. 68. **Title and Vesting:** Buyer will take title as determined before COE. Taking title may have significant legal, estate planning
- 69. and tax consequences. Buyer should obtain legal and tax advice.
- 3c. 70. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly,
- 71. addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance in sufficient detail for the issuance
- 72. of an Extended Owner's Title Insurance Policy together with complete and legible copies of all documents that will

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73. remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), within fifteen (15) days after Contract acceptance.  
74. Buyer shall have five (5) days after receipt of Title Commitment and after receipt of notice of any subsequent exceptions to pro-  
75. vide notice to Seller of any items disapproved. Buyer shall be provided at Seller's expense a Standard Owner's Title Insurance  
76. Policy showing the title vested in Buyer. Buyer may acquire extended coverage(s) at Buyer's own additional expense.

77. Seller shall convey title by general warranty deed or  \_\_\_\_\_ deed.

**3d.** 78. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address  
79. of the Buyer to any homeowner's association in which the Property is located. (ii) If the Escrow Company is also acting as the title  
80. agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the Buyer and Seller, upon  
81. deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for any losses due to fraudu-  
82. lent acts or breach of escrow instructions by the Escrow Company. (iii) All documents necessary to close this transaction shall be  
83. executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify such doc-  
84. uments to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated herein,  
85. shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies of all  
86. notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access to  
87. escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall  
88. record the Affidavit at COE.

**3e.** 89. **Prorations, Expenses and Adjustments:**  
90. *Taxes:* Real property taxes payable by the Seller shall be prorated through COE, based upon the latest tax bill available. The  
91. parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be handled  
92. as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.  
93. *Insurance:* If Buyer takes an assignment of the existing casualty and/or liability insurance that is maintained by Seller, the  
94. current premium shall be prorated through COE.  
95. *Rents, Interest and Expenses:* Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be pro-  
96. rated through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.  
97. *Deposits:* All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of Buyer  
98. at COE or  paid to Buyer by Seller at COE.

**3f.** 99. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at COE as  
100. a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is  
101. determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibility for said adjustments.

**3g.** 102. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with Escrow  
103. Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this  
104. Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any  
105. claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or  
106. relating in any way to the release of Earnest Money.

**3h.** 107. **Insurance:** Buyer shall ensure that any fire, casualty, or other insurance desired by Buyer, or required by any Lender, is in  
108. place at COE. Buyer specifically releases Broker(s) from any obligations relating to such insurance.

**3i.** 109. **Assessment Liens:** The amount of any assessment, other than homeowner's association assessments, that is a lien as of  
110. the COE shall be:  paid in full by Seller  prorated and assumed by Buyer  paid in full by Buyer. Any assessment  
111. that becomes a lien after COE is the Buyer's responsibility.

**3j.** 112. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign,  
113. and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the  
114. Foreign Investment in Real Property Tax Act (FIRPTA). Buyer and Seller acknowledge that if the Seller is a foreign person, the Buyer  
115. (or Escrow Company, as directed by Buyer) must withhold a tax equal to 10% of the purchase price, unless an exemption applies.

**3k.** 116. **Agricultural Foreign Investment Disclosure Act:** If applicable, Buyer and Seller shall comply with the Agricultural Foreign  
117. Investment Disclosure Act and make the required disclosures to the U.S. Department of Agriculture.

**3l.** 118. **TAX DEFERRED EXCHANGE:** Seller and Buyer are advised to consult a professional tax advisor regarding the advisability  
119. of a tax-deferred exchange pursuant to I.R.C. §1031 or otherwise. Seller and Buyer agree to cooperate in a tax deferred  
120. exchange provided that COE is not delayed. All additional costs in connection with any such tax deferred exchange shall be  
121. borne by the party requesting the exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless  
122. from any liability that may arise from participation in the tax deferred exchange.

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## 4. DISCLOSURES

- 4a.** 123. **Vacant Land/Lot Seller Property Disclosure Statement ("VLSPDS"):** Seller shall deliver a completed AAR VLSPDS form 124. to the Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved with- 125. in the Inspection Period or five (5) days after receipt of the SPDS, whichever is later.
- 4b.** 126. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information pertinent 127. to the Property within five (5) days after the Contract acceptance: (i) any information known to Seller that may adversely affect the 128. Buyer's use of the Property, (ii) any known pending special assessments, association fees, claims, or litigation, (iii) articles of incor- 129. poration; by-laws; other governing documents; and any other documents required by law, (iv) financial statements, current rent rolls, 130. lists of current deposits, personal property lists, leases, rental agreements, service contracts, (v) soils, Phase I, or other environ- 131. mental reports in Seller's possession, (vi) the most recent survey, if available, and (vii) any and all other agreements, documents, 132. studies, or reports relating to the Property in Seller's possession or control provided, however, that Seller shall not be required to 133. deliver any report or study if the written contract that Seller entered into with the consultant who prepared such report or study 134. specifically forbids the dissemination of the report to others.
- 4c.** 135. **Road Maintenance Agreement:** Seller shall provide to Buyer, within five (5) days after the Contract acceptance, a copy 136. of any known road maintenance agreement affecting the Property.
- 4d.** 137. **Seller's Obligations Regarding Wells:** If a well is located on the Property, or if the Property is to be served by a shared well, 138. the AAR Domestic Water Well Addendum is attached hereto and incorporated by reference. At COE, if applicable, Seller shall 139. assign, transfer and convey to the Buyer all of the water rights, or claims to water rights, if any, held by Seller that are asso- 140. ciated with the Property.
- 4e.** 141. **No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings:** Seller represents that Seller has no notice or knowl- 142. edge that any tenant on the Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller is not 143. the subject of a bankruptcy, insolvency or probate proceeding.
- 4f.** 144. **Seller's Notice of Violations:** Seller represents that Seller has no knowledge of any notice of violations of City, County, State, or 145. Federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the Property.
- 4g.** 146. **Environmental Disclosure:** Seller has only not knowingly caused or permitted the generation, storage, treatment, release or disposal of 147. any hazardous waste or regulated substances at the Property except as otherwise disclosed.
- 4h.** 148. **Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five or fewer parcels of 149. property other than subdivided land are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in the 150. form required by law to the Buyer within five (5) days after Contract Acceptance. Buyer shall provide notice of any Affidavit 151. of Disclosure items disapproved within the Inspection Period or five (5) days after receipt of the Affidavit of Disclosure, whichever 152. is later.
- 4i.** 153. **H.O.A. / Condominium / Planned Community:** The Property  is  is not located within a homeowners' association/ 154. condominium/planned community. If yes, the HOA addendum is attached hereto and incorporated by reference.
- 4j.** 155. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Property or disclosures made herein, in 156. the SPDS, or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by 157. Section 5a, or otherwise by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer 158. shall be allowed five (5) days after delivery of such notice to provide notice of disapproval to Seller.

## 5. WARRANTIES

- 5a.** 159. **Seller Warranties:** Seller warrants and shall maintain and repair the Property so that at the earlier of possession or COE the 160. Property and any personal property included in the sale, will be in substantially the same condition as on the date of Contract 161. acceptance; and all personal property not included in the sale and all debris will be removed from the Property.
- 5b.** 162. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects 163. and any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely 164. affect the consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for 165. all labor, professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding 166. the COE in connection with the construction, alteration, or repair of any structure on or improvement to the Property. Seller 167. warrants that the information regarding connection to a sewer system or on-site wastewater treatment facility (conventional 168. septic or alternative) is correct to the best of Seller's knowledge.

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SELLER SELLER

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BUYER BUYER

- 5c. 169. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect the
- 170. Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or COE,
- 171. Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the
- 172. Property. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Property**
- 173. **except disclosed as follows:** \_\_\_\_\_
- 174. \_\_\_\_\_

## 6. DUE DILIGENCE

- 6a. 175. **Inspection Period:** Buyer's Inspection Period shall be fifteen (15) days or \_\_\_\_\_ days after the Contract acceptance.
- 176. During the Inspection Period, Buyer, at Buyer's expense, shall: (i) conduct all desired physical, environmental, and other
- 177. types of inspections and investigations to determine the value and condition of the Property; (ii) make inquiries and consult
- 178. government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the fea-
- 179. sibility and suitability of the Property for the Buyer's intended purpose and the surrounding area; (iii) investigate applicable
- 180. building, zoning, fire, health, and safety codes including applicable swimming pool barrier regulations to determine any poten-
- 181. tial hazards, violations or defects in the Property; and (iv) verify any material multiple listing service ("MLS") information. If
- 182. the presence of sex offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime
- 183. on or in the vicinity is a material matter to the Buyer, it must be investigated by the Buyer during the Inspection Period. Buyer
- 184. shall keep the Property free and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands,
- 185. damages, and costs, and shall repair all damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon
- 186. receipt, at no cost, copies of all inspection reports concerning the Property obtained by Buyer. If Buyer cancels this Contract,
- 187. Buyer shall return all documents provided by the Seller and provide Seller with copies of all reports or studies generated by
- 188. Buyer, provided, however, that Buyer shall not be required to deliver any such report or study if the written contract that Buyer
- 189. entered into with the consultant who prepared such report or study specifically forbids the dissemination of the report or study
- 190. to others. Buyer is advised to consult the Arizona Department of Real Estate *Buyer Advisory* provided by AAR to assist in
- 191. Buyer's due diligence inspections and investigations.
  
- 6b. 192. **Square Footage/Acreage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE/ACREAGE OF**
- 193. **THE PROPERTY, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON IS APPROXIMATE.**
- 194. **IF SQUARE FOOTAGE/ACREAGE IS A MATERIAL MATTER TO THE BUYER; IT MUST BE INVESTIGATED DURING**
- 195. **THE INSPECTION PERIOD.**
  
- 6c. 196. **Flood Hazard:** Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the
- 197. Inspection Period. If the Property is situated in an area identified as having any special flood hazards by any governmental
- 198. entity, the lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to
- 199. encumber or improve the Property.
  
- 6d. 200. **Sewer or On-site Wastewater Treatment System:** The Property  **does**  **does not** contain an on-site wastewater
- 201. treatment system. If the Property is served by a septic or alternative system, the AAR On-site Wastewater Treatment Facility
- 202. Addendum is incorporated herein by reference.
  
- 203. **IF A SEWER CONNECTION, OR THE AVAILABILITY OF A SEWER CONNECTION, IS A MATERIAL MATTER TO THE**
- 204. **BUYER, IT MUST BE INVESTIGATED DURING THE INSPECTION PERIOD.**
- 205. (BUYER'S INITIALS REQUIRED) \_\_\_\_\_
- BUYER
- BUYER
  
- 6e. 206. **Site/Soil Evaluation:** A site/soil evaluation (which may include percolation or other tests)  **shall**  **shall not** be
- 207. performed to determine the suitability of the Property for installation of an on-site wastewater treatment facility.
- 208. If site/soil evaluation is to be performed,  Seller  Buyer shall complete site/soil evaluation within Inspection Period
- 209. or  \_\_\_\_\_ days after Contract acceptance and the cost of the site/soil evaluation shall be paid by
- 210.  Seller  Buyer or  Other: \_\_\_\_\_ .
  
- 211. Buyer and Seller are aware that the site/soil evaluation is intended to determine whether an on-site wastewater treatment
- 212. facility can be installed on the Property in accordance with state laws, rules and regulations, however, the site/soil evaluation
- 213. is not binding on the State-delegated County agency in any future permitting decision as to the suitability of the design or
- 214. type of facility for the Property. Buyer shall have five (5) days after receipt of the site/soil evaluation report to provide notice
- 215. of disapproval to the Seller.

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6f. 216. **LAND DIVISIONS: LAND PROPOSED TO BE DIVIDED FOR PURPOSES OF SALE OR LEASE IS SUBJECT TO STATE, COUNTY AND MUNICIPAL LAWS, ORDINANCES AND REGULATIONS. IF STATE, COUNTY AND MUNICIPAL REQUIREMENTS RELATING TO THE DIVISION OR SPLITTING OF THE PROPERTY ARE A MATERIAL MATTER TO THE BUYER, THEY MUST BE VERIFIED BY BUYER DURING THE INSPECTION PERIOD. BROKER(S) HAVE MADE NO REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE ABILITY TO DIVIDE OR SPLIT THE PROPERTY.**  
 217.  
 218.  
 219.  
 220.  
 221. (BUYER'S INITIALS REQUIRED) \_\_\_\_\_  
 BUYER BUYER

6g. 222. **ROADS: IF ROADWAYS, COST AND RESPONSIBILITY FOR ROAD MAINTENANCE, IMPROVEMENTS OR ACCESS IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED BY BUYER DURING INSPECTION PERIOD.**  
 223.

6h. 224. **Survey:** A survey  shall  shall not be performed. If yes, the survey shall be performed by a licensed surveyor  
 225. within the Inspection Period or \_\_\_\_\_ days after Contract acceptance.

226. Cost of the survey shall be paid by  Seller  Buyer  Other: \_\_\_\_\_.

227. The survey shall be performed in accordance with the Arizona State Board of Technical Registration's "Arizona Land Boundary Survey Minimum Standards".  
 228.

6i. 229. Survey instructions are:  A boundary survey and survey plat showing the corner either verified  
 230. or monumentation.  
 231.  A survey certified by a licensed surveyor, acceptable to Buyer and the Title  
 232. Company, in sufficient detail for an American Land Title Association ("ALTA")  
 233. Owner's Policy of Title Insurance with boundary, encroachment or survey except-  
 234. ions and showing all improvements, utility lines and easements on the Property  
 235. or within five (5) feet thereof.  
 236.  Other survey terms: \_\_\_\_\_  
 237. \_\_\_\_\_  
 238. \_\_\_\_\_  
 239. \_\_\_\_\_

240. Buyer shall have five (5) days after receipt of results of survey or map to provide written notice of disapproval to the Seller.  
 241. (BUYER'S INITIALS REQUIRED) \_\_\_\_\_  
 BUYER BUYER

6j. 242. **WELL WATER/WATER RIGHTS: IF WELL WATER/WATER RIGHTS IS/ARE A MATERIAL MATTER TO THE BUYER, IT MUST BE VERIFIED BY BUYER DURING THE INSPECTION PERIOD.**  
 243.

6k. 244. **BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES AND AGREES THAT BROKER(S) ARE NOT QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PROPERTY OR THE SURROUNDING AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PROPERTY AND SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKERS EXPERTISE AND LICENSING, BUYER EXPRESSLY RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.**  
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 251. (BUYER'S INITIALS REQUIRED) \_\_\_\_\_  
 BUYER BUYER

6l. 252. **Inspection Period Notice:** Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any  
 253. items disapproved. The AAR Vacant Land/Lot Buyer's Inspection Notice and Seller's Response Form is available for this  
 254. purpose. Buyer shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all  
 255. Inspection Period items disapproved shall be provided in a single notice.

6m. 256. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of item(s) as allowed herein, Buyer shall deliver  
 257. to Seller notice of the items disapproved and state in the notice that Buyer elects to either:  
 258. (1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or  
 259. (2) provide the Seller an opportunity to correct the items disapproved, in which case:  
 260. (a) Seller shall respond in writing within five (5) days or \_\_\_\_\_ days after delivery to Seller of Buyer's notice of  
 261. items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall  
 262. conclusively be deemed Seller's refusal to correct any of the items disapproved.  
 263. (b) **If Seller agrees in writing to correct item(s) disapproved, Seller shall correct the items, complete any**  
 264. **repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs**  
 265. **to Buyer three (3) days or \_\_\_\_\_ days prior to COE Date.**

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266. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five  
 267. (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first,  
 268. and all Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as  
 269. provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.

270. VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will  
 271. extend response times or cancellation rights.

272. BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN  
 273. THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE  
 274. TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.

6n. 275. **Inspection(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct inspection(s) of the Property for  
 276. the purpose of satisfying Buyer that any corrections agreed to by the Seller have been completed and that the Property is in  
 277. substantially the same condition as on the date of Contract acceptance. If Buyer does not conduct such  
 278. inspection(s), Buyer releases Seller and Broker(s) from liability for any defects that could have been discovered.

## 7. REMEDIES

7a. 279. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any  
 280. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If  
 281. the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall  
 282. become a breach of Contract.

7b. 283. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the  
 284. breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative  
 285. Dispute Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages in  
 286. the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's  
 287. option, accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not a breach of Contract.

7c. 288. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this  
 289. Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid  
 290. equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall  
 291. be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an  
 292. arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration  
 293. Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall  
 294. be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdic-  
 295. tion. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the  
 296. mediation conference by notice to the other and in such event either party shall have the right to resort to court action.

7d. 297. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the Small  
 298. Claims Division of an Arizona Justice Court (up to \$2,500) so long as the matter is not thereafter transferred or removed from the small  
 299. claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or agreement  
 300. for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that is within the  
 301. jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action ("lis pendens"),  
 302. or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the  
 303. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

7e. 304. **Attorneys Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating  
 305. to this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney  
 306. fees, expert witness fees, fees paid to investigators, and arbitration costs.

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### 8. ADDITIONAL TERMS AND CONDITIONS

- 8a. 307. \_\_\_\_\_
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8b. 337. **Risk of Loss:** If there is any loss or damage to the Property between the date of Contract acceptance and COE or possession,  
 338. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Seller,  
 339. provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price,  
 340. either Seller or Buyer may elect to cancel the Contract.

8c. 341. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of this Contract.

8d. 342. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

8e. 343. **Time is of the Essence:** The parties acknowledge that time is of the essence in the performance of the obligations  
 344. described herein.

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- 8f. 345. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed by  
346. separate written agreement(s), which shall be delivered by Broker(s) to Escrow Company for payment at COE, if not previously paid.  
347. If Seller is obligated to pay Broker(s), this Contract shall constitute an irrevocable assignment of Seller's proceeds at COE. If Buyer  
348. is obligated to pay Broker(s), payment shall be collected from Buyer as a condition of COE. COMMISSIONS PAYABLE FOR THE  
349. SALE, LEASING, OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS®, OR  
350. MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BETWEEN THE BROKER AND CLIENT.
- 8g. 351. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original  
352. Contract. This Contract and any other documents required by this Contract may be executed by facsimile or other  
353. electronic means and in any number of counterparts, which shall become effective upon delivery as provided for herein.  
354. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original.
- 8h. 355. **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  
356. end at 11:59 p.m.
- 8i. 357. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event  
358. from which the time period begins to run is not included and the last day of the time period is included. Contract acceptance  
359. occurs on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate  
360. Broker. Acts that must be performed three days prior to the COE Date must be performed three full days prior (i.e., if COE  
361. Date is Friday the act must be performed by 11:59 p.m. on Monday).
- 8j. 362. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and  
363. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing  
364. 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. 365. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that  
366. any subsequent offer accepted by the Seller must be a backup offer contingent on the cancellation of this Contract.
- 8l. 367. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by  
368. delivering notice stating the reason for cancellation to the other party or to the Escrow Company. Cancellation shall become  
369. effective immediately upon delivery of the cancellation notice.
- 8m. 370. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing  
371. and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail,  
372. if email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as  
373. indicated in Section 8q, to Seller as indicated in Section 9a and to the Escrow Company indicated in Section 3a.
- 8n. 374. **Earnest Money:** Earnest Money is in the form of:  Personal Check  Other \_\_\_\_\_  
375. If applicable, Earnest Money has been received by Broker named in Section 8q and upon acceptance of this offer will be  
376. deposited with:  Escrow Company  Broker's Trust Account
- 8o. 377. **RELEASE OF BROKER(S): SELLER AND BUYER HEREBY EXPRESSLY RELEASE, HOLD HARMLESS AND INDEMNIFY**  
378. **BROKER(S) IN THIS TRANSACTION FROM ANY AND ALL LIABILITY AND RESPONSIBILITY REGARDING FINANCING, THE**  
379. **CONDITION, SQUARE FOOTAGE/ACREAGE, LOT LINES, BOUNDARIES, VALUE, RENT ROLLS, ENVIRONMENTAL**  
380. **PROBLEMS, SANITATION SYSTEMS, ABILITY TO DIVIDE OR SPLIT THE PROPERTY, BUILDING CODES, GOVERNMENTAL**  
381. **REGULATIONS, INSURANCE OR ANY OTHER MATTER RELATING TO THE VALUE OR CONDITION OF THE PROPERTY.**  
382. 

(BUYER'S INITIALS REQUIRED) \_\_\_\_\_  
BUYER BUYER
- 8p. 383. **Terms of Acceptance:** This offer will become a binding Contract when acceptance is signed by Seller and  
384. a signed copy delivered in person, by mail, facsimile or electronically, and received by Broker named in Section 8q  
385. by \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_  a.m. /  p.m., Mountain Standard Time.  
386. Buyer may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received  
387. by this date and time, this offer shall be deemed withdrawn and the Buyer's Earnest Money shall be returned.  
388. THIS CONTRACT CONTAINS TEN PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE THAT  
389. YOU HAVE RECEIVED AND READ ALL TEN PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND ATTACHMENTS.

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**8q. 390. Broker on behalf of Buyer:**

391. \_\_\_\_\_  
PRINT SALESPERSON'S NAME      AGENT CODE      PRINT FIRM NAME      FIRM CODE

392. \_\_\_\_\_  
FIRM ADDRESS      STATE      ZIP CODE

393. \_\_\_\_\_  
TELEPHONE      FAX      EMAIL

**8r. 394. Agency Confirmation: The Broker named in Section 8q above is the agent of (check one):**

395.  the Buyer    the Seller or    both the Buyer and Seller

**8s. 396. The undersigned agree to purchase the Property on the terms and conditions herein stated and acknowledge receipt of a 397. copy hereof including the Buyer Attachment.**

398. \_\_\_\_\_  
BUYER'S SIGNATURE      MO/DA/YR      BUYER'S SIGNATURE      MO/DA/YR

399. \_\_\_\_\_  
ADDRESS      ADDRESS

400. \_\_\_\_\_  
CITY, STATE, ZIP CODE      CITY, STATE, ZIP CODE

## 9. SELLER ACCEPTANCE

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**9a. 401. Broker on behalf of Seller:**

402. \_\_\_\_\_  
PRINT SALESPERSON'S NAME      AGENT CODE      PRINT FIRM NAME      FIRM CODE

403. \_\_\_\_\_  
FIRM ADDRESS      STATE      ZIP CODE

404. \_\_\_\_\_  
TELEPHONE      FAX      EMAIL

**9b. 405. Agency Confirmation: The Broker named in Section 9a above is the agent of (check one):**

406.  the Seller or    both the Buyer and Seller

**9c. 407. The undersigned agree to sell the Premises on the terms and conditions herein stated, acknowledge receipt of a 408. copy hereof and grant permission to Broker named in Section 9a to deliver a copy to Buyer.**

409.  Counter Offer is attached, and is incorporated herein by reference. Seller should sign both this offer and the Counter Offer.  
 410.  If there is a conflict between this offer and the Counter Offer, the provisions of the Counter Offer shall be controlling.

411. \_\_\_\_\_  
SELLER'S SIGNATURE      MO/DA/YR      SELLER'S SIGNATURE      MO/DA/YR

412. \_\_\_\_\_  
SELLER'S NAME PRINTED      SELLER'S NAME PRINTED

413. \_\_\_\_\_  
ADDRESS      ADDRESS

414. \_\_\_\_\_  
CITY, STATE, ZIP CODE      CITY, STATE, ZIP CODE

415.  **OFFER REJECTED BY SELLER:** \_\_\_\_\_  
MONTH      DAY      YEAR      (SELLER'S INITIALS)

**For Broker Use Only:**

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

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