



This attachment should be given to the Buyer prior to the submission of any offer and is not 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 (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.*

Buyer's Check List

VACANT LAND/LOT PURCHASE CONTRACT

Document updated:
August 2007



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.



If subdivided land or unsubdivided land 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.

1. PROPERTY

- 1a. 1. **BUYER:** _____ **SAMPLE** _____
BUYER'S NAME(S)
2. **SELLER:** _____ **SAMPLE** _____ 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
18. office. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow
19. Company all 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 the
26. rights of tenants under existing leases, to Buyer at COE or _____. Broker(s) recommend that the parties seek appropriate counsel
27. 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 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 35. Financing 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 commitment, 37. Buyer shall have thirty (30) days or [] _____ days after the Contract acceptance ("Financing Commitment Contingency 38. Period") to obtain a financing commitment satisfactory to Buyer in Buyer's sole discretion, for a loan to purchase the Property or 39. Buyer may cancel this Contract and receive a refund of the Earnest Money. PRIOR TO THE EXPIRATION OF THE FINANCING 40. 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 46. lender 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 or 56. 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 MAY 62. 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 and tax 69. 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 remain as

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73. exceptions to Buyer's policy of Title Insurance ("Title Commitment"), within fifteen (15) days after Contract acceptance. Buyer shall
74. have five (5) days after receipt of Title Commitment and after receipt of notice of any subsequent exceptions to provide notice to
75. Seller of any items disapproved. Buyer shall be provided at Seller's expense a Standard Owner's Title Insurance Policy showing
76. 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
80. title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the Buyer and Seller,
81. upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for any losses due to
82. fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All documents necessary to close this transaction
83. shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify
84. such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated
85. herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies
86. of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access
87. to 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 prorated
96. 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
100. as 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
103. Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of
104. this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against
105. any 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 place
108. 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 the
110. COE shall be: paid in full by Seller prorated and assumed by Buyer paid in full by Buyer. Any assessment that
111. 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 of
119. a tax-deferred exchange pursuant to I.R.C. §1031 or otherwise. Seller and Buyer agree to cooperate in a tax deferred exchange
120. provided that COE is not delayed. All additional costs in connection with any such tax deferred exchange shall be borne by the
121. party requesting the exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any liability
122. that may arise from participation in the tax deferred exchange.

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Vacant Land/Lot Purchase Contract >>**4. DISCLOSURES**

- 4a. 123. **Vacant Land/Lot Seller Property Disclosure Statement (“VLSPDS”):** Seller shall deliver a completed AAR VLSPDS form to
124. the Buyer within five (5) days after Contract acceptance. Buyer shall provide notice of any SPDS items disapproved within the
125. 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
129. incorporation; by-laws; other governing documents; and any other documents required by law, (iv) financial statements, current
130. rent rolls, lists of current deposits, personal property lists, leases, rental agreements, service contracts, (v) soils, Phase I, or other
131. environmental reports in Seller’s possession, (vi) the most recent survey, if available, and (vii) any and all other agreements,
132. documents, studies, or reports relating to the Property in Seller’s possession or control provided, however, that Seller shall not be
133. required to deliver any report or study if the written contract that Seller entered into with the consultant who prepared such report
134. or study 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
138. well, the AAR Domestic Water Well Addendum is attached hereto and incorporated by reference. At COE, if applicable, Seller
139. shall assign, transfer and convey to the Buyer all of the water rights, or claims to water rights, if any, held by Seller that are
140. associated with the Property.
- 4e. 141. **No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings:** Seller represents that Seller has no notice or knowledge
142. that any tenant on the Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller is not the
143. 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 not knowingly caused or permitted the generation, storage, treatment, release or disposal
147. of 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 property
149. other than subdivided land are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in the form
150. required by law to the Buyer within five (5) days after Contract Acceptance. Buyer shall provide notice of any Affidavit of
151. 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 Section
157. 5a, or otherwise by this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be
158. 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 and
163. any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the
164. consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for all labor,
165. professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the COE in
166. connection with the construction, alteration, or repair of any structure on or improvement to the Property. Seller warrants that the
167. information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is
168. correct to the best of Seller’s knowledge.

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- 5c. 169. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect
- 170. the Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or
- 171. COE, 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 types
- 177. of inspections and investigations to determine the value and condition of the Property; (ii) make inquiries and consult government
- 178. agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the feasibility and
- 179. suitability of the Property for the Buyer's intended purpose and the surrounding area; (iii) investigate applicable building,
- 180. zoning, fire, health, and safety codes including applicable swimming pool barrier regulations to determine any potential hazards,
- 181. violations or defects in the Property; and (iv) verify any material multiple listing service ("MLS") information. If the presence of sex
- 182. offenders in the vicinity or the occurrence of a disease, natural death, suicide, homicide or other crime on or in the vicinity is a
- 183. material matter to the Buyer, it must be investigated by the Buyer during the Inspection Period. Buyer shall keep the Property
- 184. free and clear of liens, shall indemnify and hold Seller harmless from all liability, claims, demands, damages, and costs, and
- 185. shall repair all damages arising from the inspections. Buyer shall provide Seller and Broker(s) upon receipt, at no cost, copies
- 186. of all inspection reports concerning the Property obtained by Buyer. If Buyer cancels this Contract, Buyer shall return all
- 187. documents provided by the Seller and provide Seller with copies of all reports or studies generated by Buyer, provided, however,
- 188. that Buyer shall not be required to deliver any such report or study if the written contract that Buyer entered into with the
- 189. consultant who prepared such report or study specifically forbids the dissemination of the report or study to others. Buyer is
- 190. advised to consult the Arizona Department of Real Estate *Buyer Advisory* provided by AAR to assist in Buyer's due diligence
- 191. 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. IF**
- 194. **SQUARE FOOTAGE/ACREAGE IS A MATERIAL MATTER TO THE BUYER; IT MUST BE INVESTIGATED DURING THE**
- 195. **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 entity,
- 198. the lender may require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to encumber or
- 199. improve the Property.

- 6d. 200. **Sewer or On-site Wastewater Treatment System:** The Property **does** **does not** contain an on-site wastewater treatment
- 201. system. If the Property is served by a septic or alternative system, the AAR On-site Wastewater Treatment Facility Addendum is
- 202. 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)

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- 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.**

221. (BUYER'S INITIALS REQUIRED)

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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.**

6h. 224. **Survey:** A survey shall shall not be performed. If yes, the survey shall be performed by a licensed surveyor within the 225. 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 228. Survey Minimum Standards".

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

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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.**

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.**

251. (BUYER'S INITIALS REQUIRED)

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BUYER
BUYER

6l. 252. **Inspection Period Notice:** Prior to expiration of the Inspection Period, Buyer shall deliver to Seller a signed notice of any items 253. disapproved. The AAR Vacant Land/Lot Buyer's Inspection Notice and Seller's Response Form is available for this purpose. Buyer 254. shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all Inspection Period items 255. 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 to Seller 257. 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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SELLER SELLER

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BUYER BUYER

Vacant Land/Lot Purchase Contract >>

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 THE
 273. 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 inspection(s), Buyer
 278. 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 the
 281. 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 Dispute
 285. Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages in the event
 286. of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option,
 287. 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 jurisdiction.
 295. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation
 296. 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 to
 305. this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees,
 306. expert witness fees, fees paid to investigators, and arbitration costs.

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8. ADDITIONAL TERMS AND CONDITIONS

- 8a. 307. _____
- 308. _____
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- 336. _____



- 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, provided, 339. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or 340. 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 Contract.
352. 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 from
358. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs
359. on the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker.
360. Acts that must be performed three days prior to the COE Date must be performed three full days prior (i.e., if COE Date is Friday
361. 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
366. that 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, if
372. email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated
373. 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)** **SAMPLE**
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. Buyer
386. may withdraw this offer at any time prior to receipt of Seller's signed acceptance. If no signed acceptance is received by this date
387. 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 Premises on the terms and conditions herein stated and acknowledge receipt of a 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

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 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:** _____, 20____
MONTH DAY YEAR (SELLER'S INITIALS)

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