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200. Buyer for any purpose, such recommendation shall be independently investigated and evaluated by Seller or Buyer, who hereby  
201. acknowledge that any decision to enter into any contractual arrangements with any such person or entity recommended by any  
202. Broker will be based solely upon such independent investigation and evaluation. Seller and Buyer understand that said contractual  
203. arrangement may result in a commission or fee to Broker, which shall be disclosed in writing to Seller and Buyer as required by  
204. law.
  
- 4i. 205. **Buyer’s Responsibility Regarding Inspections:** Buyer shall keep the Property free and clear of liens, shall indemnify and hold  
206. Seller harmless from all liability, claims, demands, damages, and costs and shall repair all damages arising from the inspections.
  
- 4j. 207. **Walkthrough(s):** Seller grants Buyer and Buyer’s inspector(s) reasonable access to conduct walkthrough(s) of the Property for  
208. the purpose of satisfying Buyer that any corrections or repairs agreed to by Seller have been completed, and the Property is in  
209. substantially the same condition as of the date of Contract acceptance. If Buyer does not conduct such walkthrough(s), Buyer  
210. releases Seller and Broker(s) from liability for any defects that could have been discovered.
  
- 4k. 211. **Seller’s Responsibility Regarding Inspections and Walkthrough(s):** Seller shall make the Property available for all inspections  
212. and walkthrough(s) upon reasonable notice by Buyer. Seller shall, at Seller’s expense, have all utilities on, including any propane,  
213. until COE to enable Buyer to conduct these inspections and walkthrough(s).
  
- 4l. 214. **Sanitation and Waste Disposal Systems:** Buyer is aware and Seller warrants that the Property is on a:  
215.  sewer system  conventional septic system  alternative system  
  
216. **IF A SEWER CONNECTION IS A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED DURING THE DUE**  
217. **DILIGENCE PERIOD.** If the Property is served by a conventional septic or alternative system, the Arizona REALTORS® On-site  
218. Wastewater Treatment Facility Addendum is incorporated herein by reference.
  
- 4m. 219. **Seller’s Obligations Regarding Wells:** If any well is located on the Property, Seller shall deliver to Escrow Company, before  
220. COE, a copy of the Arizona Department of Water Resources (“ADWR”) “Registration of Existing Wells.” Escrow Company is hereby  
221. instructed to send to the ADWR a “Change of Well Information.” Seller does not warrant the gallons per minute as reflected on the  
222. ADWR certification of registration. Buyer may verify gallons per minute during the Due Diligence Period through a certified flow  
223. test.  
  
224. **IF THIS IS AN ALL CASH SALE: (i) A Letter of Credit or a source of funds from a financial institution documenting the**  
225. **availability of funds to close escrow is attached hereto; and (ii) Section 5 does not apply—go to Section 6.**

**5. FINANCING**

- 5a. 226. **This sale  is  is not contingent upon Buyer obtaining a satisfactory financing commitment within the Financing**  
227. **Commitment Contingency Period.** If sale is not contingent on a financing commitment, Sections 5b and 5c do not apply—go to  
228. Section 6.  
  
229. If financing is to be other than new financing, see attached financing addendum. This addendum cannot be assigned to a new  
230. buyer without Seller’s prior written consent.
  
- 5b. 231. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing  
232. commitment, Buyer shall have thirty (30) days or  \_\_\_\_\_ days after Contract acceptance (“Financing Commitment Contingency  
233. Period”) to obtain a financing commitment satisfactory to Buyer, in Buyer’s sole discretion, for a loan to purchase the Property  
234. or Buyer may cancel this Contract pursuant to Section 8c and receive a refund of the Earnest Money. **Prior to the expiration of**  
235. **the financing commitment contingency period, Buyer shall deliver to Seller and Escrow Company written notice that**  
236. **Buyer has not received such satisfactory financing commitment or Buyer shall be deemed to have waived the financing**  
237. **commitment contingency and any right to cancel due to financing.**
  
- 5c. 238. **Financing Application:** Within ten (10) days after Contract acceptance, Buyer shall submit a formal financing application to a  
239. lender of Buyer’s choice. Buyer and Seller shall promptly provide to lender all materials and documents lender deems appropriate  
240. to facilitate such lender’s processing of financing application. Buyer agrees to pay fees as required by the lender and all other  
241. financing costs. Buyer authorizes the lender to provide financing status updates to Broker(s).

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SELLER	SELLER

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BUYER	BUYER

## 6. TITLE AND ESCROW

- 6a. 242. **Title and Vesting:** Taking title may have significant legal, estate planning and tax consequences. Buyer should obtain legal and  
 243. tax advice.  
 244. Buyer will take title as **determined before COE** or  Other: \_\_\_\_\_
- 6b. 245. **Title Commitment and Title Insurance:** Buyer shall be provided at Seller's expense a Standard Owner's Title Insurance Policy  
 246. showing the title vested in Buyer as provided in Section 6a. Buyer may acquire extended coverage(s) at Buyer's own additional  
 247. expense. Escrow Company is hereby instructed to obtain and distribute to Buyer and Broker(s) a Commitment for Title Insurance  
 248. in sufficient detail for the issuance of an Extended Owner's Title Insurance Policy together with complete and legible copies of  
 249. all documents that will remain as exceptions to Buyer's policy of title insurance ("Title Commitment"), within fifteen (15) days  
 250. after Contract acceptance. Buyer shall have until the expiration of the Due Diligence Period to provide written notice to Seller  
 251. of any items disapproved. Buyer shall have five (5) days after receipt of any amendments to Title Commitment or notice of any  
 252. subsequent exceptions to provide Seller written notice of any amendment or exceptions disapproved. REFER TO SECTION 4b  
 253. FOR IMPORTANT TERMS.  
 254. Seller shall convey title by special warranty deed or  \_\_\_\_\_ deed.
- 6c. 255. **Additional Instructions:** (i) If the Escrow Company is also acting as the title agency but is not the title insurer issuing the title  
 256. insurance policy, Buyer and Seller hereby instruct the Escrow Company to deliver to Buyer and Seller upon Contract acceptance  
 257. a closing protection letter from the title insurer indemnifying Buyer and Seller for any losses due to fraudulent acts or breach of  
 258. escrow instructions by the Escrow Company. (ii) All documents necessary to close this transaction shall be executed promptly by  
 259. Seller and Buyer in the standard form used by Escrow Company. Escrow Company is hereby instructed to modify such documents  
 260. to the extent necessary to be consistent with this Contract. (iii) All closing and escrow costs, unless otherwise stated herein, shall  
 261. be allocated equally between Seller and Buyer in accordance with applicable laws and regulations. (iv) Escrow Company is hereby  
 262. instructed to send to Broker(s) copies of all notices and communications directed to or from Seller or Buyer. Escrow Company shall  
 263. provide Broker(s) with access to escrowed materials and information regarding the escrow.
- 6d. 264. **Prorations, Expenses and Adjustments:**  
 265. *Taxes:* Real property taxes payable by Seller shall be prorated through COE, based upon the latest tax bill available. The parties  
 266. agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be handled as a Post  
 267. Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.  
 268. *Insurance:* If Buyer takes an assignment of the existing casualty and/or liability insurance that is maintained by Seller, the current  
 269. premium shall be prorated through COE.  
 270. *Rents, Interest and Expenses:* Rents, interest on existing notes if transferred, utilities, and operating expenses shall be prorated  
 271. through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.  
 272. *Deposits:* All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of Buyer at  
 273. COE or  paid to Buyer by Seller at COE.
- 6e. 274. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at COE as  
 275. a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is determined.  
 276. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibilities for said adjustments.
- 6f. 277. **Prorations of Assessments and Fees:** All assessments and fees that are not a lien as of COE shall be prorated  
 278. as of COE or  Other: \_\_\_\_\_  
 279. \_\_\_\_\_
- 6g. 280. **Assessment Liens:** The amount of any assessment lien shall be prorated as of COE or  Other: \_\_\_\_\_  
 281. \_\_\_\_\_
- 6h. 282. **IRS and FIRPTA Reporting:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is applicable if Seller is a non-resident  
 283. alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person"). Seller agrees to comply  
 284. with IRS reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to Escrow Company a certificate  
 285. indicating whether Seller is a Foreign Person pursuant to FIRPTA. Buyer acknowledges that if the Seller is a Foreign Person,  
 286. Buyer (or Escrow Company, as directed by Buyer) must withhold a tax of up to 15% of the purchase price, unless an exemption  
 287. applies.

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SELLER	SELLER

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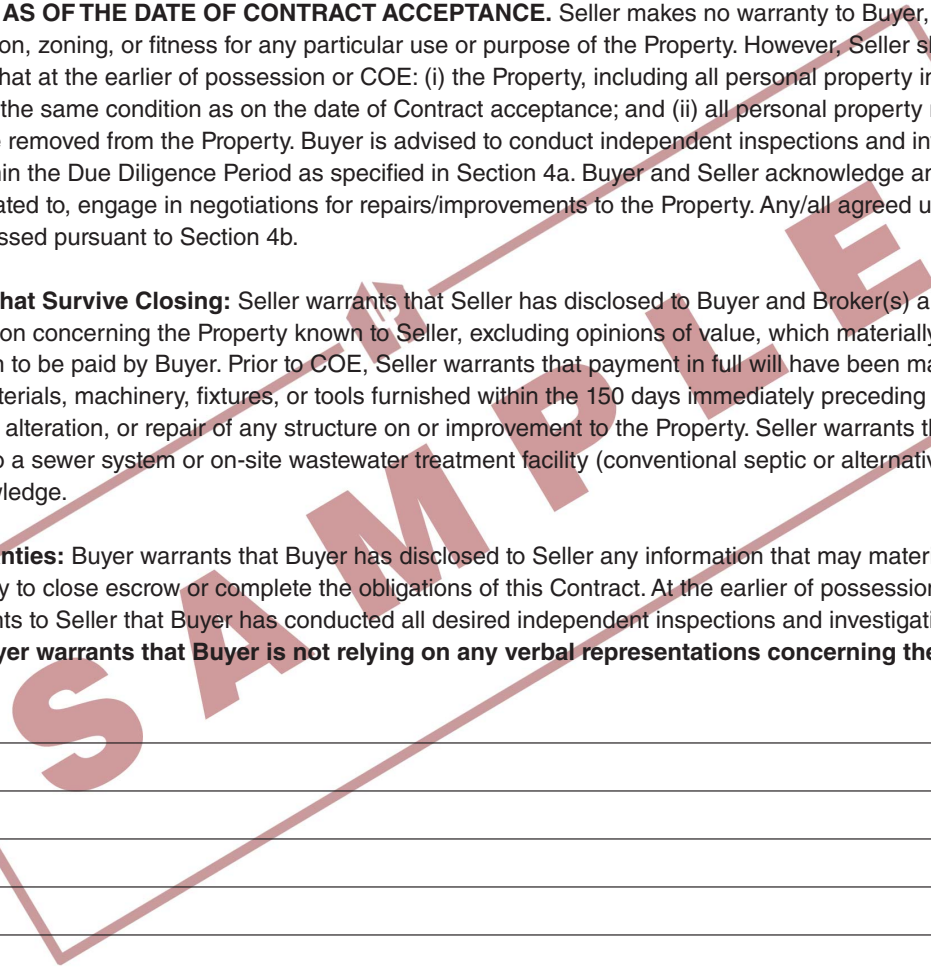
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BUYER	BUYER

- 6i. 288. **RESPA:** The Real Estate Settlement Procedures Act (RESPA) requires that no Seller of property that will be purchased with the  
289. assistance of a federally-related mortgage financing shall require, directly or indirectly, as a condition of selling the Property, that  
290. title insurance covering the Property be purchased by Buyer from any particular title company.
- 6j. 291. **Tax Deferred Exchange:** Seller and Buyer are advised to consult a professional tax advisor regarding the advisability of a tax-  
292. deferred exchange pursuant to I.R.C. §1031 or otherwise. Seller and Buyer agree to cooperate in a tax deferred exchange provided  
293. that COE is not delayed. All additional costs in connection with any such tax deferred exchange shall be borne by the party  
294. requesting the exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any liability that  
295. may arise from participation in the tax deferred exchange.

## 7. WARRANTIES

- 7a. 296. **Condition of Property: BUYER AND SELLER AGREE THE PROPERTY IS BEING SOLD IN ITS PRESENT PHYSICAL**  
297. **CONDITION AS OF THE DATE OF CONTRACT ACCEPTANCE.** Seller makes no warranty to Buyer, either express or implied, as  
298. to the condition, zoning, or fitness for any particular use or purpose of the Property. However, Seller shall maintain and repair the  
299. Property so that at the earlier of possession or COE: (i) the Property, including all personal property included in the sale, will be in  
300. substantially the same condition as on the date of Contract acceptance; and (ii) all personal property not included in the sale and  
301. debris will be removed from the Property. Buyer is advised to conduct independent inspections and investigations regarding the  
302. Property within the Due Diligence Period as specified in Section 4a. Buyer and Seller acknowledge and understand they may, but  
303. are not obligated to, engage in negotiations for repairs/improvements to the Property. Any/all agreed upon repairs/improvements  
304. will be addressed pursuant to Section 4b.
- 7b. 305. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and  
306. any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the  
307. consideration to be paid by Buyer. Prior to COE, Seller warrants that payment in full will have been made for all labor, professional  
308. services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding COE in connection with the  
309. construction, alteration, or repair of any structure on or improvement to the Property. Seller warrants that the information regarding  
310. connection to a sewer system or on-site wastewater treatment facility (conventional septic or alternative) is correct to the best of  
311. Seller's knowledge.
- 7c. 312. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect  
313. Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or COE,  
314. Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the  
315. Property. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Property except disclosed**  
316. **as follows:**  
317. \_\_\_\_\_  
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322. \_\_\_\_\_  
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SELLER	SELLER

BUYER	BUYER



### 8. REMEDIES

8a. 331. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any  
332. provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the  
333. non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become  
334. a breach of Contract. If Escrow Company or recorder's office is closed on the last day of the Cure Period, and COE must occur to  
335. cure a potential breach, COE shall occur on the next day that both are open for business. An unfulfilled contingency is not a breach  
336. of Contract.

8b. 337. **Breach:** The parties agree to the remedies for breach of Contract indicated below.  
338. *If Buyer is in breach: (check one)*  
339.  All Rights and Remedies: Seller may cancel this Contract pursuant to Section 8c and/or proceed upon any claim or remedy that  
340. Seller may have in law or equity.  
341.  Liquidated Damages: The parties agree that it would be impracticable or extremely difficult to fix the actual damages that Seller  
342. would suffer if Buyer fails to perform Buyer's obligations pursuant to this Contract. Therefore, if Buyer breaches this Contract, Seller  
343. shall be entitled to the Earnest Money as Seller's sole remedy and Buyer shall be released from any further liability to Seller. In  
344. such event, this Contract shall be cancelled and Seller shall pay any Escrow Company cancellation fees.

345. (INITIALS REQUIRED) \_\_\_\_\_  
SELLER SELLER BUYER BUYER

346. *If Seller is in breach:*  
347. All Rights and Remedies: Buyer may cancel this Contract pursuant to Section 8c, shall be entitled to the return of the Earnest  
348. Money and/or proceed upon any claim or remedy that Buyer may have in law or equity.

8c. 349. **Cancellation:** A party who wishes to exercise the right of cancellation as allowed herein may cancel this Contract by delivering  
350. notice stating the reason for cancellation to the other party or to Escrow Company. Cancellation shall become effective immediately  
351. upon delivery of the cancellation notice.

8d. 352. **Mediation:** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract, any alleged breach  
353. of this Contract, or services provided in relation to this Contract, claims for Earnest Money or representations made by Buyer or  
354. Seller in connection with the sale, purchase, financing, condition, or other aspect of the Property to which this Contract pertains,  
355. including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud before resorting to court  
356. action. Mediators cannot impose binding decisions. The parties must agree and sign an agreement before any settlement reached  
357. at the mediation is binding. Mediation shall take place in the State of Arizona. All mediation costs shall be paid equally by the  
358. parties to the Contract.

8e. 359. **Exclusions from Mediation:** The following matters are excluded from mediation hereunder: (i) any action brought in the Small  
360. Claims Division of an Arizona Justice Court (up to \$3,500), so long as the matter is not thereafter transferred or removed from the  
361. Small Claims Division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or  
362. agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter  
363. that is within the jurisdiction of a probate or bankruptcy court. The filing of a judicial action to enable the recording of a notice of  
364. pending action, or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the  
365. obligation to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

8f. 366. **Attorney Fees and Costs:** The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to this  
367. Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees, expert  
368. witness fees, fees paid to investigators, and arbitration costs.

8g. 369. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding Earnest Money deposited with Escrow  
370. Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of this  
371. Contract. Buyer and Seller specifically authorize Escrow Company to act in its sole and absolute discretion in the release of  
372. Earnest Money. Buyer and Seller agree to hold harmless and indemnify Escrow Company against any claim, action or lawsuit of  
373. any kind, and from any loss, judgment, or expense, including costs and reasonable attorneys' fees, arising from or relating in any  
374. way to the release of Earnest Money.

SELLER	SELLER
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BUYER	BUYER
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9. ADDITIONAL TERMS

- 9a. 375. \_\_\_\_\_
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- 398. \_\_\_\_\_

- 9b. 399. **Risk of Loss:** If there is any loss or damage to the Property between the date of Contract acceptance and COE or possession of  
 400. the Property, whichever is earlier, by reason of fire, vandalism, flood, earthquake or act of God, the risk of loss shall be borne by  
 401. Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price  
 402. or  \$ \_\_\_\_\_, either Seller or Buyer may elect to cancel the Contract by written notice pursuant to Section 8c.
- 9c. 403. **Permission:** Buyer and Seller grant Broker(s) permission to advise the public of the existence of this Contract.
- 9d. 404. **Arizona Law:** This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 9e. 405. **Time is of the essence:** The parties acknowledge that time is of the essence in performance of the obligations described herein.
- 9f. 406. **Broker's Fee:** Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person,  
 407. firm, broker or finder in connection with the negotiation of this Contract and/or the consummation of the purchase and sale  
 408. contemplated herein, other than the Broker(s) named herein, and no Broker or other person, firm or entity, other than said  
 409. Broker(s) is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts  
 410. of either Buyer or Seller. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from  
 411. and against any costs, expenses or liability for compensation, commission or charges that may be claimed by any broker, finder or  
 412. other similar party, other than said named Broker(s) by reason of any dealings or acts of the indemnifying party.

- 9g. 413. **Compensation:** Seller and Buyer acknowledge that Broker(s) shall be compensated for services rendered as previously agreed  
 414. by separate written agreement(s). Any separate written agreement(s) shall be delivered to Escrow Company for payment at COE, if  
 415. not previously paid, and shall constitute an irrevocable assignment of Seller's proceeds at COE and/or payment shall be collected  
 416. from Buyer as a condition to Close, as applicable. If any Broker hires an attorney to enforce the collection of the brokerage fee  
 417. payable pursuant to this Contract and is successful in collecting some or all of such brokerage fee, the party(ies) responsible for  
 418. paying such brokerage fee agree(s) to pay such Broker's costs including, but not limited to: reasonable attorneys' fees, expert  
 419. witness fees, fees paid to investigators, and court costs. Commissions payable for the sale, leasing, or management of Property  
 420. are not set by any board or association of REALTORS® or multiple listing service, or in any manner other than between the Broker  
 421. and client. Seller and Buyer acknowledge that the Broker(s) referenced herein are third-party beneficiaries of this contract.
  
- 9h. 422. **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Contract shall be treated as an original Contract.  
 423. This Contract and any other documents required by this Contract may be executed by facsimile or other electronic means and  
 424. in any number of counterparts, which shall become effective upon delivery as provided for herein, except that the Disclosure of  
 425. Information on Lead-Based Paint and Lead-Based Paint Hazards may not be signed in counterpart. All counterparts shall be  
 426. deemed to constitute one instrument, and each counterpart shall be deemed an original.
  
- 9i. 427. **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  
 428. 11:59 p.m.
  
- 9j. 429. **Calculating Time Periods:** In computing any time period prescribed or allowed by this Contract, the day of the act or event from  
 430. which the time period begins to run is not included and the last day of the time period is included. Contract acceptance occurs on  
 431. the date that the signed Contract (and any incorporated counter offer) is delivered to and received by the appropriate Broker. Acts  
 432. 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  
 433. Friday the act must be performed by 11:59 p.m. on Monday).
  
- 9k. 434. **Entire Agreement:** This Contract, and any addenda and attachments, shall constitute the entire agreement between Seller and  
 435. Buyer, shall supersede any other written or oral agreements between Seller and Buyer and can be modified only by a writing  
 436. signed by Seller and Buyer. The failure to initial any page of this Contract shall not affect the validity or terms of this Contract.
  
- 9l. 437. **Subsequent Offers:** Buyer acknowledges that Seller has the right to accept subsequent offers until COE. Seller understands that  
 438. any subsequent offer accepted by Seller must be a backup offer contingent on the cancellation of this Contract.
  
- 9m. 439. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted hereunder shall be in writing  
 440. and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if  
 441. email addresses are provided herein; or (iv) sent by recognized overnight courier service, and addressed to Buyer as indicated in  
 442. Section 9p, to Seller as indicated in Section 10a and to Escrow Company indicated in Section 1h.
  
- 9n. 443. **Assignment:** Any assignment of this Contract shall not release Buyer from Buyer's obligations under this Contract unless  
 444. otherwise agreed to by the parties in writing.
  
- 9o. 445. **Release of Brokers:** Seller and Buyer hereby acknowledge that they have been and are now advised by the Broker(s) to  
 446. consult and retain their own experts to advise and represent them concerning the legal and income tax effects of this  
 447. contract, and the condition of the Property. Seller and Buyer hereby expressly release, hold harmless and indemnify  
 448. all Broker(s) in this transaction from any and all liability and responsibility regarding the condition, square footage/  
 449. acreage, lot lines or boundaries, value, financing, rent rolls, income and expense projections or proformas, environmental  
 450. conditions, sanitation systems, roof condition, wood infestation and wood infestation report, compliance with building  
 451. codes, zoning or other governmental regulations, or any other material matters relating to the Property.

(INITIALS REQUIRED)

SELLER      SELLER      BUYER      BUYER

453. THIS CONTRACT CONTAINS TWELVE (12) PAGES EXCLUSIVE OF ANY ADDENDA AND ATTACHMENTS. PLEASE ENSURE  
 454. THAT YOU HAVE RECEIVED AND READ ALL TWELVE (12) PAGES OF THIS OFFER AS WELL AS ANY ADDENDA AND  
 455. ATTACHMENTS.

9p. 456. **Broker on behalf of Buyer:**

457. \_\_\_\_\_ AGENT MLS CODE \_\_\_\_\_ AGENT STATE LICENSE NO. \_\_\_\_\_  
PRINT AGENT'S NAME

458. \_\_\_\_\_ AGENT MLS CODE \_\_\_\_\_ AGENT STATE LICENSE NO. \_\_\_\_\_  
PRINT AGENT'S NAME

459. \_\_\_\_\_ FIRM MLS CODE \_\_\_\_\_  
PRINT FIRM NAME

460. \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ FIRM STATE LICENSE NO. \_\_\_\_\_  
FIRM ADDRESS

461. \_\_\_\_\_ PREFERRED PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL

9q. 462. **Agency Confirmation:** Broker named in Section 9p is the agent of (check one)  Buyer; or  both Buyer and Seller

9r. 463. **The undersigned agree to purchase the Property on the terms and conditions herein stated and acknowledge receipt of a copy hereof.**

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

466. \_\_\_\_\_ BUYER'S NAME PRINTED \_\_\_\_\_ BUYER'S NAME PRINTED \_\_\_\_\_

467. BY \_\_\_\_\_ ITS \_\_\_\_\_

468. \_\_\_\_\_ ADDRESS \_\_\_\_\_ ADDRESS \_\_\_\_\_

469. \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

**10. SELLER ACCEPTANCE**

10a. 470. **Broker on behalf of Seller:**

471. \_\_\_\_\_ AGENT MLS CODE \_\_\_\_\_ AGENT STATE LICENSE NO. \_\_\_\_\_  
PRINT AGENT'S NAME

472. \_\_\_\_\_ AGENT MLS CODE \_\_\_\_\_ AGENT STATE LICENSE NO. \_\_\_\_\_  
PRINT AGENT'S NAME

473. \_\_\_\_\_ FIRM MLS CODE \_\_\_\_\_  
PRINT FIRM NAME

474. \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ FIRM STATE LICENSE NO. \_\_\_\_\_  
FIRM ADDRESS

475. \_\_\_\_\_ PREFERRED PHONE \_\_\_\_\_ FAX \_\_\_\_\_  
EMAIL

10b. 476. **Agency Confirmation:** Broker named in Section 10a is the agent of (check one)  Seller; or  both Buyer and Seller

10c. 477. **The undersigned agree to sell the Property on the terms and conditions herein stated, acknowledge receipt of a copy hereof and grant permission to Broker named on Section 10a to deliver a copy to Buyer.**

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

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

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

483. BY \_\_\_\_\_ ITS \_\_\_\_\_

484. \_\_\_\_\_ ADDRESS \_\_\_\_\_ ADDRESS \_\_\_\_\_

485. \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

**For Broker Use Only:**

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

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