

BUYER ATTACHMENT



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 and other disclosures (See Section 4a and 4b).**
 - 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 Due Diligence Paragraph (see Section 6a).**

Verify square footage/acreage (see Section 6b)
Verify whether the property is served by city or private sewer and its availability status (see Section 6e); OR
If an on-site wastewater treatment system has been installed on the Property (see Section 6e), AND
If a well has been installed on the Property (see Sections 4d and 6k)
- 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 (see Section 3c).**
- 6. **Read the CC&R's, use restrictions, and all other governing documents including design guidelines (see Section 3c), especially if the property is governed by a homeowners association.**
- 7. **Conduct a thorough final inspection (see Section 6o). 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:
February 2013



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:** _____
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 #(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 or incidental thereto, are being transferred in their existing condition ("AS-IS") and Seller makes no warranty to Buyer,
- 16. expressed or implied, as to their condition except as provided for in section 5a.
- 1e. 17. **Fixtures and Personal Property:** Seller agrees that all existing fixtures on the Property, and any existing personal property
- 18. specified herein, shall be included in this sale, including the following:
- 19. _____
- 20. _____
- 21. Personal property included herein shall be transferred with no monetary value, and free and clear of all liens
- 22. or encumbrances.
- 23. Fixtures and leased items NOT included: _____
- 1f. 24. **Close of Escrow:** Close of Escrow ("COE") shall occur when the deed is recorded at the appropriate county recorder's
- 25. office. Buyer and Seller shall comply with all terms and conditions of this Contract, execute and deliver to Escrow
- 26. Company all closing documents, and perform all other acts necessary in sufficient time to allow COE to occur on
- 27. _____, _____, _____ ("COE Date"). If Escrow Company or recorder's office is closed on
- 28. COE Date, COE shall occur on the next day that both are open for business.
- 29. Buyer shall deliver to Escrow Company a cashier's check, wired funds or other immediately available funds to pay any down
- 30. payment, additional deposits or Buyer's closing costs, and instruct the lender, if applicable, to deliver immediately available funds
- 31. to Escrow Company, in a sufficient amount and in sufficient time to allow COE to occur on COE Date.

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- 1g. 32. **Possession:** Seller shall deliver access to keys and/or means to operate all locks, mailbox, and all common area facilities, subject to the
- 33. rights of tenants under existing leases, to Buyer at COE or _____ . Broker(s) recommend that the parties seek appropriate
- 34. counsel from insurance, legal, tax, and accounting professionals regarding the risks of pre-possession or post-possession of the Property.
- 1h. 35. **Addenda Incorporated:** Additional Clause Assumption/Carryback Buyer Contingency Domestic Water Well
- 36. H.O.A. Market Conditions Advisory On-site Wastewater Treatment Facility Short Sale Vacant Land/Lot
- 37. Purchase Contract Addendum Regarding Subdivided or Unsubdivided Land
- 38. Other: _____
- 1i. 39. **IF THIS IS AN ALL CASH SALE: Buyer shall provide Seller, within five (5) days or _____ days after Contract acceptance,**
- 40. **either a Letter of Credit or a Source of Funds Letter from a financial institution documenting the availability of funds to**
- 41. **close escrow as agreed. Section 2 shall not apply, GO TO SECTION 3.**

2. FINANCING

- 2a. 42. **Type of Financing:** Conventional FHA VA USDA Assumption Seller Carryback
- 43. _____
- 44. (If financing is to be other than new financing, see attached addendum.)
- 2b. 45. **Financing: This sale is is not contingent upon Buyer obtaining a satisfactory financing commitment within**
- 46. **Due Diligence Period pursuant to Section 6a. (If sale is not contingent on a financing comitment, go to Section 2k.)**
- 2c. 47. **Financing Commitment Contingency Period:** If the sale is contingent upon Buyer obtaining a satisfactory financing commitment,
- 48. Buyer shall have the Due Diligence Period to obtain a financing commitment, including appraised value, satisfactory to Buyer in Buyer's
- 49. sole discretion, for a loan to purchase the Property or Buyer may cancel this Contract and receive a refund of the Earnest Money.
- 50. **PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, BUYER SHALL DELIVER TO SELLER AND ESCROW COMPANY**
- 51. **NOTICE THAT BUYER HAS NOT RECEIVED SUCH SATISFACTORY FINANCING COMMITMENT OR BUYER SHALL BE DEEMED**
- 52. **TO HAVE WAIVED THE FINANCING COMMITMENT CONTINGENCY AND ANY RIGHT TO CANCEL DUE TO FINANCING.**
- 2d. 53. **Pre-Qualification:** A completed AAR Pre-Qualification Form is is not attached hereto and incorporated herein
- 54. by reference.
- 2e. 55. **Loan Status Update:** Buyer shall deliver to Seller the Loan Status Update (LSU) with at a minimum lines 1-40 completed describing
- 56. the current status of the Buyer's proposed loan within five (5) days after Contract acceptance and instruct lender to provide an
- 57. updated LSU to Broker(s) and Seller upon request.
- 2f. 58. **Loan Processing During Escrow:** Buyer agrees to diligently work to obtain the loan and will promptly provide the lender with all
- 59. additional documentation required. **Buyer shall sign all loan documents no later than three (3) days prior to the COE Date.**
- 2g. 60. **Loan Costs:** Buyer shall pay all costs of obtaining the loan, except as provided herein.
- 2h. 61. **VA Loan Costs:** In the event of a VA loan, Seller agrees to pay the escrow fee and up to \$ _____ of loan costs not
- 62. permitted to be paid by the Buyer, in addition to the other costs Seller has agreed to pay herein, including Seller's Concessions.
- 2i. 63. **Changes:** Buyer shall immediately notify Seller of any changes in the loan program, financing terms, or lender described in the
- 64. Pre-Qualification Form if attached hereto or LSU provided within five (5) days after Contract acceptance and shall only make any
- 65. such changes without the prior written consent of Seller if such changes do not adversely affect Buyer's ability to obtain loan
- 66. approval without Prior to Document (PTD) conditions, increase Seller's closing costs, or delay COE.
- 2j. 67. **Appraisal Fee(s):** Appraisal Fee(s), when required by Lender, shall be paid by Buyer Seller
- 68. Other _____
- 69. Appraisal Fee(s) are are not included in Seller Concessions, if applicable.
- 2k. 70. **Partial Release, if applicable:** Buyer and Seller agree that any partial releases will be addressed under Additional Terms
- 71. and Conditions or attached Addendum. Broker(s) recommend the parties seek appropriate counsel regarding the risks of
- 72. partial release.

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- 2l. 73. **Subordination:** If applicable, Seller carryback financing is is not to be subordinated to a construction loan. If Seller
- 74. agrees to subordination, such subordination shall only be allowed if the Seller Carryback financing is not in default and if the
- 75. Seller approves the terms and conditions of the construction loan to be recorded as a senior loan. Approval will not be
- 76. unreasonably withheld. **IF SELLER SUBORDINATES THE SELLER CARRYBACK FINANCING TO A SENIOR LOAN, THE**
- 77. **SELLER ACKNOWLEDGES THAT IN ORDER TO PROTECT THE SELLER CARRYBACK FINANCING, THE SELLER MAY**
- 78. **HAVE TO MAKE PAYMENTS ON THE SENIOR LOAN IF THE SENIOR LOAN IS IN DEFAULT.** Broker(s) recommend the
- 79. parties seek appropriate counsel regarding the risks of subordination.

3. TITLE AND ESCROW

- 3a. 80. **Escrow:** This Contract shall be used as escrow instructions. The Escrow Company employed by the parties to carry out the
- 81. terms of this Contract shall be:

82. _____
 "ESCROW/TITLE COMPANY" PHONE

83. _____
 FAX EMAIL

84. _____
 ADDRESS

- 3b. 85. **Title and Vesting:** Buyer will take title as determined before COE. Taking title may have significant legal, estate planning and tax
- 86. consequences. Buyer is advised to obtain legal and tax advice.

- 3c. 87. **Title Commitment and Title Insurance:** Escrow Company is hereby instructed to obtain and deliver to Buyer and Seller directly,
- 88. addressed pursuant to 8s and 9c or as otherwise provided, a Commitment for Title Insurance together with complete and legible
- 89. copies of all documents that will remain as exceptions to Buyer's policy of Title Insurance ("Title Commitment"), including but not
- 90. limited to Conditions, Covenants and Restrictions ("CC&Rs"); deed restrictions; and easements within fifteen (15) days after
- 91. Contract acceptance. Buyer shall have prior to the expiration of the Due Diligence Period to provide written notice of any items
- 92. disapproved. Buyer shall be provided, at Seller's expense, a Standard Owner's Title Insurance Policy showing the title vested in
- 93. Buyer. Buyer may acquire extended coverage(s) at Buyer's own additional expense.
- 94. Seller shall convey title by warranty deed, subject to existing taxes, assessments, covenants, restrictions, rights of way, easements
- 95. and all other matters of record or _____ deed.

- 3d. 96. **Additional Instructions:** (i) Escrow Company shall promptly furnish notice of pending sale that contains the name and address
- 97. of the Buyer to any homeowner's association in which the Property is located. (ii) If the Escrow Company is also acting as the
- 98. title agency but is not the title insurer issuing the title insurance policy, Escrow Company shall deliver to the Buyer and Seller,
- 99. upon deposit of funds, a closing protection letter from the title insurer indemnifying the Buyer and Seller for any losses due to
- 100. fraudulent acts or breach of escrow instructions by the Escrow Company. (iii) All documents necessary to close this transaction
- 101. shall be executed promptly by Seller and Buyer in the standard form used by Escrow Company. Escrow Company shall modify
- 102. such documents to the extent necessary to be consistent with this Contract. (iv) Escrow Company fees, unless otherwise stated
- 103. herein, shall be allocated equally between Seller and Buyer. (v) Escrow Company shall send to all parties and Broker(s) copies
- 104. of all notices and communications directed to Seller, Buyer and Broker(s). (vi) Escrow Company shall provide Broker(s) access
- 105. to escrowed materials and information regarding the escrow. (vii) If an Affidavit of Disclosure is provided, Escrow Company shall
- 106. record the Affidavit at COE.

3e. 107. Prorations, Expenses and Adjustments:

- 108. **Taxes:** Real property taxes payable by the Seller shall be prorated through COE, based upon the latest tax bill available. The
- 109. parties agree that any discrepancy between the latest tax bill available and the actual tax bill when received shall be handled
- 110. as a Post Closing Matter and Buyer or Seller may be responsible for additional tax payments to each other.
- 111. **Rents, Interest and Expenses:** Rents; interest on existing notes, if transferred; utilities; and operating expenses shall be prorated
- 112. through COE. The Parties agree to adjust any rents received after COE as a Post Closing Matter.
- 113. **Deposits:** All deposits held by Seller pursuant to rent/lease agreement(s) shall be credited against the cash required of Buyer
- 114. at COE or paid to Buyer by Seller at COE.

- 3f. 115. **Post Closing Matters:** The parties shall promptly adjust any item to be prorated that is not determined or determinable at COE
- 116. as a Post Closing Matter by appropriate cash payment to the other party outside of the escrow when the amount due is
- 117. determined. Seller and Buyer agree that Escrow Company and Broker(s) are relieved of any responsibility for said adjustments.

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- 3g. 118. **Release of Earnest Money:** In the event of a dispute between Buyer and Seller regarding any Earnest Money deposited with
119. Escrow Company, Buyer and Seller authorize Escrow Company to release Earnest Money pursuant to the terms and conditions of
120. this Contract in its sole and absolute discretion. Buyer and Seller agree to hold harmless and indemnify Escrow Company against
121. any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorney fees, arising from or
122. relating in any way to the release of Earnest Money.
- 3h. 123. **Assessment Liens:** The amount of any assessment, other than homeowner's association assessments, that is a lien as of the
124. COE shall be: paid in full by Seller prorated and assumed by Buyer paid in full by Buyer. Any assessment that becomes
125. a lien after COE is the Buyer's responsibility.
- 3i. 126. **IRS and FIRPTA Reporting:** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign,
127. and deliver to Escrow Company a certificate indicating whether Seller is a foreign person or a non-resident alien pursuant to the
128. Foreign Investment in Real Property Tax Act (FIRPTA). Buyer and Seller acknowledge that if the Seller is a foreign person, the Buyer
129. (or Escrow Company, as directed by Buyer) must withhold a tax equal to 10% of the purchase price, unless an exemption applies.
- 3j. 130. **Agricultural Foreign Investment Disclosure Act:** If applicable, Buyer and Seller shall comply with the Agricultural Foreign
131. Investment Disclosure Act and make the required disclosures to the U.S. Department of Agriculture.
- 3k. 132. **TAX DEFERRED EXCHANGE:** If Seller or Buyer intends to enter into a tax-deferred exchange pursuant to I.R.C. §1031 or
133. otherwise, all additional costs in connection with any such tax-deferred exchange shall be borne by the party requesting the
134. exchange. The non-requesting party agrees to cooperate in the tax-deferred exchange provided that the non-requesting party
135. incurs no additional costs and COE is not delayed. The parties are advised to consult a professional tax advisor regarding the
136. advisability of any such exchange. The non-requesting party and Broker(s) shall be indemnified and held harmless from any
137. liability that may arise from participation in the tax deferred exchange.

4. DISCLOSURES

- 4a. 138. **Vacant Land/Lot Seller Property Disclosure Statement ("VLSPDS"):** Seller shall deliver a completed AAR VLSPDS form to
139. the Buyer within five (5) days after Contract acceptance.
- 4b. 140. **Additional Seller Disclosures and Information:** Seller shall provide to Buyer the following disclosures and information pertinent
141. to the Property within five (5) days after the Contract acceptance: (i) any information known to Seller that may adversely affect
142. the Buyer's use of the Property, (ii) any known pending special assessments, association fees, claims, or litigation, (iii) articles of
143. incorporation; by-laws; other governing documents; and any other documents required by law, (iv) financial statements, current
144. rent rolls, lists of current deposits, personal property lists, leases, rental agreements, service contracts, (v) soils, Phase I, or other
145. environmental reports in Seller's possession, (vi) the most recent survey, if available, and (vii) any and all other agreements,
146. documents, studies, or reports relating to the Property in Seller's possession or control provided, however, that Seller shall not
147. be required to deliver any report or study if the written contract that Seller entered into with the consultant who prepared such
148. report or study specifically forbids the dissemination of the report to others.
- 4c. 149. **Road Maintenance Agreement:** Seller shall provide to Buyer, within five (5) days after the Contract acceptance, a copy
150. of any known road maintenance agreement affecting the Property.
- 4d. 151. **Seller's Obligations Regarding Wells:** If a well is located on the Property, or if the Property is to be served by a shared
152. well, the AAR Domestic Water Well Addendum is attached hereto and incorporated by reference. At COE, if applicable, Seller
153. 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
154. associated with the Property.
- 4e. 155. **No Seller or Tenant Bankruptcy, Probate or Insolvency Proceedings:** Seller represents that Seller has no notice or knowledge
156. that any tenant on the Property is the subject of a bankruptcy, probate or insolvency proceeding. Further, Seller is not the
157. subject of a bankruptcy, insolvency or probate proceeding.
- 4f. 158. **Seller's Notice of Violations:** Seller represents that Seller has no knowledge of any notice of violations of City, County, State, or
159. Federal building, zoning, fire, or health laws, codes, statutes, ordinances, regulations, or rules filed or issued regarding the Property.
- 4g. 160. **Environmental Disclosure:** Seller has not knowingly caused or permitted the generation, storage, treatment, release or disposal
161. of any hazardous waste or regulated substances at the Property except as otherwise disclosed.
- 4h. 162. **Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five or fewer parcels of property other
163. than subdivided land are being transferred, the Seller shall deliver a completed Affidavit of Disclosure in the form required by law to the
164. Buyer within five (5) days after Contract Acceptance. Buyer shall provide notice of any Affidavit of Disclosure items disapproved within
165. five (5) days after receipt of the Affidavit of Disclosure.

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- 4i. 166. **H.O.A. / Condominium / Planned Community:** The Property is is not located within a homeowners' association/ 167. condominium/planned community. If yes, the HOA addendum is attached hereto and incorporated by reference.
- 4j. 168. **Changes During Escrow:** Seller shall immediately notify Buyer of any changes in the Property or disclosures made herein, in the SPDS, 169. or otherwise. Such notice shall be considered an update of the SPDS. Unless Seller is already obligated by Section 5a, or otherwise by 170. this Contract or any amendments hereto, to correct or repair the changed item disclosed, Buyer shall be allowed prior to the expiration of 171. the Due Diligence Period or five (5) days after delivery of such notice, whichever is later, to provide notice of disapproval to Seller.

5. WARRANTIES

- 5a. 172. **Seller Warranties:** Seller warrants and shall maintain and repair the Property so that at the earlier of possession or COE the 173. Property and any personal property included in the sale, will be in substantially the same condition as on the date of Contract 174. acceptance; and all personal property not included in the sale and all debris will be removed from the Property.
- 5b. 175. **Warranties that Survive Closing:** Seller warrants that Seller has disclosed to Buyer and Broker(s) all material latent defects and 176. any information concerning the Property known to Seller, excluding opinions of value, which materially and adversely affect the 177. consideration to be paid by Buyer. Prior to the COE, Seller warrants that payment in full will have been made for all labor, 178. professional services, materials, machinery, fixtures, or tools furnished within the 150 days immediately preceding the COE in 179. connection with the construction, alteration, or repair of any structure on or improvement to the Property. Seller warrants that 180. the information regarding connection to a sewer system or on-site wastewater treatment facility (conventional septic tank or 181. alternative system) is correct to the best of Seller's knowledge.
- 5c. 182. **Buyer Warranties:** Buyer warrants that Buyer has disclosed to Seller any information that may materially and adversely affect 183. the Buyer's ability to close escrow or complete the obligations of this Contract. At the earlier of possession of the Property or 184. COE, Buyer warrants to Seller that Buyer has conducted all desired independent inspections and investigations and accepts the 185. Property. **Buyer warrants that Buyer is not relying on any verbal representations concerning the Property** 186. **except disclosed as follows:** _____ 187. _____

6. DUE DILIGENCE

- 6a. 188. **Due Diligence Period:** Buyer's due diligence and inspection period shall be thirty (30) days or _____ days after the Contract acceptance 189. ("Due Diligence Period"). During Due Diligence Period Buyer shall perform all inspections and investigations to satisfy Buyer with respect to 190. the physical condition of the Property, financing, appraised value, the condition of title to the Property and as to the feasibility and suitability 191. of the Property for Buyer's intended purpose. During the Due Diligence Period, Buyer, at Buyer's expense, shall: (i) conduct all desired physical, 192. environmental, and other types of inspections and investigations to determine the value and condition of the Property; (ii) make inquiries and 193. consult government agencies, lenders, insurance agents, architects, and other appropriate persons and entities concerning the feasibility and 194. suitability of the Property and the surrounding area for the Buyer's intended purpose; (iii) investigate applicable building, zoning, fire, health, 195. and safety codes including applicable swimming pool barrier regulations to determine any potential hazards, violations or defects in the 196. Property; and (iv) verify any material multiple listing service ("MLS") information. If the presence of sex offenders in the vicinity or the occurrence 197. of a disease, natural death, suicide, homicide or other crime on or in the vicinity is a material matter to the Buyer, it must be investigated by the 198. Buyer during the Due Diligence Period. Buyer shall keep the Property free and clear of liens, shall indemnify and hold Seller harmless from all 199. liability, claims, demands, damages, and costs, and shall repair all damages arising from the inspections. Buyer shall provide Seller and 200. Broker(s) upon receipt, at no cost, copies of all inspection reports concerning the Property obtained by Buyer. If Buyer cancels this Contract, 201. Buyer shall return all documents provided by the Seller and provide Seller with copies of all reports or studies generated by Buyer, provided, 202. however, that Buyer shall not be required to deliver any such report or study if the written contract that Buyer entered into with the consultant 203. who prepared such report or study specifically forbids the dissemination of the report or study to others. Buyer is advised to consult the Arizona 204. Department of Real Estate *Buyer Advisory* provided by AAR to assist in Buyer's due diligence inspections and investigations.
- 6b. 205. **Square Footage/Acreage: BUYER IS AWARE THAT ANY REFERENCE TO THE SQUARE FOOTAGE/ACREAGE OF 206. THE PROPERTY, BOTH THE REAL PROPERTY (LAND) AND IMPROVEMENTS THEREON IS APPROXIMATE. IF 207. SQUARE FOOTAGE/ACREAGE IS A MATERIAL MATTER TO THE BUYER; IT MUST BE INVESTIGATED DURING THE 208. DUE DILIGENCE PERIOD.**
- 6c. 209. **Flood Hazard:** Flood hazard designations or the cost of flood hazard insurance shall be determined by Buyer during the Due Diligence 210. Period. If the Property is situated in an area identified as having any special flood hazards by any governmental entity, the lender may 211. require the purchase of flood hazard insurance. Special flood hazards may also affect the ability to encumber or improve the Property. >>

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6d. 212. **Insurance: IF INSURANCE IS A MATERIAL MATTER TO THE BUYER, BUYER SHALL APPLY FOR AND OBTAIN WRITTEN**
213. **CONFIRMATION OF THE AVAILABILITY AND COST OF INSURANCE FOR THE PROPERTY FROM BUYER'S INSURANCE**
214. **COMPANY DURING THE DUE DILIGENCE PERIOD.** Buyer understands that any fire, casualty, or other insurance desired by
215. Buyer or required by Lender should be in place at COE.

6e. 216. **Sewer or On-site Wastewater Treatment System:** The Property does does not contain an on-site wastewater treatment
217. system. If the Property is served by a conventional septic tank or alternative system, the AAR On-site Wastewater Treatment
218. Facility Addendum is incorporated herein by reference.

219. **IF A SEWER CONNECTION, OR THE AVAILABILITY OF A SEWER CONNECTION, IS A MATERIAL MATTER TO THE**
220. **BUYER, IT MUST BE INVESTIGATED DURING THE DUE DILIGENCE PERIOD.**

221. (BUYER'S INITIALS REQUIRED) _____
BUYER BUYER

6f. 222. **Site/Soil Evaluation For Installation of On-site Wastewater Treatment Facility:** If the suitability of the Property for installation
223. of an on-site wastewater treatment facility (conventional septic tank or alternative system) and associated costs are material to
224. the Buyer, Buyer shall complete a site/soil evaluation and investigate all on-site wastewater treatment facility installation costs
225. within the Due Diligence Period. **NOTE: Buyer is advised that the site/soil evaluation is not binding on the State-delegated**
226. **County agency in any future permitting decision as to the suitability of the design or type of facility for the Property.**

6g. 227. **LAND DIVISIONS: LAND PROPOSED TO BE DIVIDED FOR PURPOSES OF SALE OR LEASE IS SUBJECT TO STATE,**
228. **COUNTY AND MUNICIPAL LAWS, ORDINANCES AND REGULATIONS. IF STATE, COUNTY AND MUNICIPAL**
229. **REQUIREMENTS RELATING TO THE DIVISION OR SPLITTING OF THE PROPERTY ARE A MATERIAL MATTER TO THE**
230. **BUYER, THEY MUST BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD. BROKER(S) HAVE MADE NO**
231. **REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE ABILITY TO DIVIDE OR SPLIT THE PROPERTY.**

232. (BUYER'S INITIALS REQUIRED) _____
BUYER BUYER

6h. 233. **ROADS: IF ROADWAYS, COST AND RESPONSIBILITY FOR ROAD MAINTENANCE, IMPROVEMENTS OR ACCESS IS**
234. **A MATERIAL MATTER TO BUYER, IT MUST BE INVESTIGATED BY BUYER DURING DUE DILIGENCE PERIOD.**

6i. 235. **Survey:** A survey shall shall not be performed. If to be performed, the survey shall be performed by a licensed surveyor
236. within the Due Diligence Period or _____ days after Contract acceptance.

237. Cost of the survey shall be paid by Seller Buyer Other: _____.

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

- 6j. 240. Survey instructions are: A boundary survey and survey plat showing the corners either verified
241. or monumentation.
242. A survey certified by a licensed surveyor, acceptable to Buyer and the Title
243. Company, in sufficient detail for an American Land Title Association ("ALTA")
244. Owner's Policy of Title Insurance with boundary, encroachment or survey
245. exceptions and showing all improvements, utility lines and easements on
246. the Property or within five (5) feet thereof.

Other survey terms: _____

251. (BUYER'S INITIALS REQUIRED) _____
BUYER BUYER

6k. 252. **WELL WATER/WATER RIGHTS: IF WELL WATER/WATER RIGHTS IS/ARE A MATERIAL MATTER TO THE BUYER, IT MUST**
253. **BE VERIFIED BY BUYER DURING THE DUE DILIGENCE PERIOD.**

6l. 254. **BUYER ACKNOWLEDGMENT: BUYER RECOGNIZES, ACKNOWLEDGES AND AGREES THAT BROKER(S) ARE NOT**
255. **QUALIFIED, NOR LICENSED, TO CONDUCT DUE DILIGENCE WITH RESPECT TO THE PROPERTY OR THE SURROUNDING**
256. **AREA. BUYER IS INSTRUCTED TO CONSULT WITH QUALIFIED LICENSED PROFESSIONALS TO ASSIST IN BUYER'S**
257. **DUE DILIGENCE EFFORTS. BECAUSE CONDUCTING DUE DILIGENCE WITH RESPECT TO THE PROPERTY AND**
258. **SURROUNDING AREA IS BEYOND THE SCOPE OF THE BROKERS EXPERTISE AND LICENSING, BUYER EXPRESSLY**
259. **RELEASES AND HOLDS HARMLESS BROKER(S) FROM LIABILITY FOR ANY DEFECTS OR CONDITIONS THAT COULD**
260. **HAVE BEEN DISCOVERED BY INSPECTION OR INVESTIGATION.**

261. (BUYER'S INITIALS REQUIRED) _____
BUYER BUYER

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- 6m. 262. **Due Diligence Period Notice:** Prior to expiration of the Due Diligence Period, Buyer shall deliver to Seller a signed notice of any items disapproved. AAR's Vacant Land/Lot Buyer's Due Diligence Notice and Seller's Response form is available for this purpose.
- 263. Buyer shall conduct all desired inspections and investigations prior to delivering such notice to Seller and all Due Diligence Period items disapproved shall be provided in a single notice.
- 6n. 266. **Buyer Disapproval:** If Buyer, in Buyer's sole discretion, disapproves of any aspect of the Property, financing, title, or other matter, Buyer shall deliver to Seller notice of the items disapproved and state in the notice that Buyer elects to either:
 - 268. (1) immediately cancel this Contract and all Earnest Money shall be released to Buyer, or
 - 269. (2) provide the Seller an opportunity to correct the items disapproved, in which case:
 - 270. (a) Seller shall respond in writing within five (5) days or _____ days after delivery to Seller of Buyer's notice of items disapproved. Seller's failure to respond to Buyer in writing within the specified time period shall conclusively be deemed Seller's refusal to correct any of the items disapproved.
 - 271. (b) **If Seller agrees in writing to correct item(s) disapproved, Seller shall correct the items, complete any repairs in a workmanlike manner and deliver any paid receipts evidencing the corrections and repairs to Buyer three (3) days or _____ days prior to COE Date.**
 - 272. (c) If Seller is unwilling or unable to correct any of the items disapproved, Buyer may cancel this Contract within five (5) days after delivery of Seller's response or after expiration of the time for Seller's response, whichever occurs first, and all Earnest Money shall be released to Buyer. If Buyer does not cancel this Contract within the five (5) days as provided, Buyer shall close escrow without correction of those items that Seller has not agreed in writing to correct.
- 273. 280. VERBAL DISCUSSIONS WILL NOT EXTEND THESE TIME PERIODS. Only a written agreement signed by both parties will extend response times or cancellation rights.
- 274. 281. BUYER'S FAILURE TO GIVE NOTICE OF DISAPPROVAL OF ITEMS OR CANCELLATION OF THIS CONTRACT WITHIN THE SPECIFIED TIME PERIOD SHALL CONCLUSIVELY BE DEEMED BUYER'S ELECTION TO PROCEED WITH THE TRANSACTION WITHOUT CORRECTION OF ANY DISAPPROVED ITEMS.
- 275. 282. 283. 284. 285. **Inspection(s):** Seller grants Buyer and Buyer's inspector(s) reasonable access to conduct inspection(s) of the Property for the purpose of satisfying Buyer that any corrections agreed to by the Seller have been completed and that the Property is in substantially the same condition as on the date of Contract acceptance. If Buyer does not conduct such inspection(s), Buyer releases Seller and Broker(s) from liability for any defects that could have been discovered.

7. REMEDIES

- 7a. 289. **Cure Period:** A party shall have an opportunity to cure a potential breach of this Contract. If a party fails to comply with any provision of this Contract, the other party shall deliver a notice to the non-complying party specifying the non-compliance. If the non-compliance is not cured within three (3) days after delivery of such notice ("Cure Period"), the failure to comply shall become a breach of Contract.
- 7b. 293. **Breach:** In the event of a breach of Contract, the non-breaching party may cancel this Contract and/or proceed against the breaching party in any claim or remedy that the non-breaching party may have in law or equity, subject to the Alternative Dispute Resolution obligations set forth herein. In the case of the Seller, because it would be difficult to fix actual damages in the event of Buyer's breach, the Earnest Money may be deemed a reasonable estimate of damages and Seller may, at Seller's option, accept the Earnest Money as Seller's sole right to damages. An unfulfilled contingency is not a breach of Contract. The parties expressly agree that the failure of any party to comply with the terms and conditions of Section 1f to allow COE to occur on the COE Date, if not cured after a cure notice is delivered pursuant to Section 7a, will constitute a material breach of this Contract, rendering the Contract subject to cancellation.
- 7c. 301. **Alternative Dispute Resolution ("ADR"):** Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to resort to court action.
- 7d. 310. **Exclusions from ADR:** The following matters are excluded from the requirement for ADR hereunder: (i) any action brought in the Small 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 claims division; (ii) judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or agreement for sale; (iii) an unlawful entry or detainer action; (iv) the filing or enforcement of a mechanic's lien; or (v) any matter that is within the jurisdiction of a probate court. Further, the filing of a judicial action to enable the recording of a notice of pending action ("lis pendens"),

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SELLER	SELLER				BUYER	BUYER



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315. or order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the
316. obligation to submit the claim to ADR, nor shall such action constitute a breach of the duty to mediate or arbitrate.

7e. 317. Attorneys Fees and Costs: The prevailing party in any dispute or claim between Buyer and Seller arising out of or relating to
318. this Contract shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation, attorney fees,
319. expert witness fees, fees paid to investigators, and arbitration costs.

8. ADDITIONAL TERMS AND CONDITIONS

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8b. 350. Risk of Loss: If there is any loss or damage to the Property between the date of Contract acceptance and COE or possession,
351. whichever is earlier, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Seller, provided,
352. however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the purchase price, either Seller or
353. Buyer may elect to cancel the Contract.

8c. 354. Permission: Buyer and Seller grant Broker(s) permission to advise the public of this Contract.

8d. 355. Arizona Law: This Contract shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

8e. 356. Time is of the Essence: The parties acknowledge that time is of the essence in the performance of the obligations
357. described herein.

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SELLER	SELLER

<Initials

Initials>

BUYER	BUYER



