

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS (SALES)

Document updated:
January 2009



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



1. Premises Address: 203 W. Frontier Street, Payson, AZ 85541

2. **Lead Warning Statement:** Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint, which may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and to notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint or lead-based paint hazards is recommended prior to purchase.

1. SELLER'S DISCLOSURE (Seller must complete and initial sections a, b and c below)

9. (a) Lead-based paint and/or lead-based paint hazards (check either 1 or 2 below):
10. 1. Seller is aware that lead-based paint and/or lead-based paint hazards are present in the residence(s) and/or building(s) included in this sale. (Explain) _____
11. 2. Seller has no knowledge of any lead-based paint and/or lead-based paint hazards in the residence(s) and building(s) included in this sale.

(SELLER'S INITIALS REQUIRED) _____
SELLER SELLER

15. (b) Records and reports available to the seller (check either 1 or 2 below):
16. 1. Seller has provided the buyer with all available records and reports relating to lead-based paint and/or lead-based paint hazards in the residence(s) and building(s) included in the sale. (List documents) _____
17. 2. Seller has no reports or records relating to lead-based paint and/or lead-based paint hazards in the residence(s) and building(s) included in this sale.

(SELLER'S INITIALS REQUIRED) _____
SELLER SELLER

21. (c) Seller acknowledges Seller's obligation to disclose to any real estate agent(s) to whom the seller directly or indirectly is to pay compensation with regard to the transaction contemplated by this disclosure any known lead-based paint or lead-based paint hazards in the premises to be sold, as well as the existence of any reports or records relating to lead-based paint or lead-based paint hazards in the premises to be sold. Seller further acknowledges that this disclosure accurately reflects the entirety of the information provided by the seller to the agent(s) with regard to lead-based paint, lead-based paint hazards, and lead-based paint risk-assessment or inspection reports and records.

(SELLER'S INITIALS REQUIRED) _____
SELLER SELLER

2. BUYER'S ACKNOWLEDGMENT (Buyer must complete and initial sections a, b and c below)

27. (a) Buyer has read the information set forth above, and has received copies of the reports, records, or other materials listed above, if any.
28. (BUYER'S INITIALS REQUIRED) _____
BUYER BUYER

29. (b) Buyer has received the pamphlet *Protect Your Family From Lead in Your Home*.
30. (BUYER'S INITIALS REQUIRED) _____
BUYER BUYER

31. (c) Buyer has (check one):
32. Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
33. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
34. (BUYER'S INITIALS REQUIRED) _____
35. BUYER BUYER
36.

3. AGENT'S ACKNOWLEDGMENT (Any real estate agent who is to receive compensation from the seller or the listing agent with regard to the transaction contemplated in this disclosure must initial below.)

37. The agent(s) whose initials appear below has (have) ensured the seller's compliance under the Residential Resale Lead-Based Paint Hazard Reduction Act of 1992 by the seller's use and completion of this disclosure form.

(AGENT'S INITIALS REQUIRED) _____
LISTING AGENT COOPERATING AGENT

40. **Certification of Accuracy:** By signing below, each signatory acknowledges that he or she has reviewed the above information, and certifies that, to the best of his or her knowledge, the information provided by the signatory is true and accurate.

42. ^ SELLER'S SIGNATURE _____ MO/DA/YR ^ BUYER'S SIGNATURE _____ MO/DA/YR
Adobe Rim LLC Gila County

43. ^ SELLER'S SIGNATURE _____ MO/DA/YR ^ BUYER'S SIGNATURE _____ MO/DA/YR

44. ^ LISTING AGENT'S SIGNATURE _____ MO/DA/YR ^ COOPERATING AGENT'S SIGNATURE _____ MO/DA/YR
None Lori Coleman 12-20-13

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MARKET CONDITIONS ADVISORY

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August 2009



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The real estate market is cyclical and real estate values go up and down.

The financial market also changes, affecting the terms on which a lender will agree to loan money on real property. It is impossible to accurately predict what the real estate or financial market conditions will be at any given time.

The ultimate decision on the price a Buyer is willing to pay and the price a Seller is willing to accept for a specific property rests solely with the individual Buyer and Seller. The parties to a real estate transaction must decide on what price and terms they are willing to buy or sell in light of market conditions, their own financial resources and their own unique circumstances.

The parties must, upon careful deliberation, decide how much risk they are willing to assume in a transaction. Any waiver of contingencies, rights or warranties in the Contract may have adverse consequences. Buyer and Seller acknowledge that they understand these risks.

Buyer and Seller assume all responsibility should the return on investment, tax consequences, credit effects, or financing terms not meet their expectations. The parties understand and agree that the Broker(s) do not provide advice on property as an investment. Broker(s) are not qualified to provide financial, legal, or tax advice regarding a real estate transaction. Therefore, Broker(s) make no representation regarding the above items. Buyer and Seller are advised to obtain professional tax and legal advice regarding the advisability of entering into this transaction.

THE UNDERSIGNED ACCEPT AND UNDERSTAND THE FOREGOING AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS ADVISORY.

X
^ BUYER'S SIGNATURE _____ MO/DA/YR
Gila County

^ BUYER'S SIGNATURE _____ MO/DA/YR

^ SELLER'S SIGNATURE _____ MO/DA/YR
Adobe Rim LLC

^ SELLER'S SIGNATURE _____ MO/DA/YR

Market Conditions Advisory • Updated: August 2009
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BISHOP REALTY

SURVEY ADDENDUM

Buyers are advised that in the past there have been properties sold that encroach on neighboring properties because property corners have been incorrectly marked. As a result of incorrectly identified property corners, lawsuits have arisen. Therefore, to protect you, Coldwell Banker Bishop Realty strongly recommends that the buyer have property corners marked by a licensed surveyor.

Property Location: 203 W. Frontier Street Payson, AZ 85541

Initial one:



_____ Buyer agrees to order property corners marked by a licensed surveyor.

_____ Buyer does not wish a survey. Buyer will take all responsibility for position of property corners and will hold Coldwell Banker Bishop Realty harmless, and defend Coldwell Banker Bishop Realty in the event of any dispute arising from encroachments or disputes regarding the property corners.

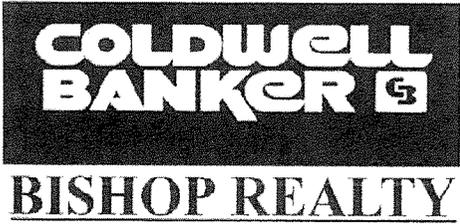
X

Buyer

Date

Buyer

Date



WAIVER OF PROPERTY INSPECTION

I/We, Gila County, the buyer(s) of the
(name(s))
following property, 203 W. Frontier Street Payson, AZ 85541
(address)

hereby expressly waive the property inspection connected with this purchase even though we have been strongly urged by Coldwell Banker Bishop Realty to have it performed. In addition, I/We relieve Coldwell Banker Bishop Realty and its agent of any further liability connected with problems that may arise and which may have been revealed by said inspections.

X

_____	_____
Buyer	Date
_____	_____
Buyer	Date

BUSINESS RELATIONSHIP DISCLOSURE NOTICE

AFFILIATED BUSINESS ARRANGEMENTS DISCLOSURE STATEMENT

This is to give you notice that:

Coldwell Banker Bishop Realty ("CBBR") has business relationships with other companies as does Coldwell Banker Real Estate Corporation ("CBREC"), the franchiser of all Coldwell Banker real estate offices. CBREC is owned by Realogy. Realogy has a marketing agreement for doing business in Arizona as Coldwell Banker Mortgage, and as such CBBR will receive financial benefit for participating in marketing PHH Mortgage /Coldwell Banker Mortgage loans.

Below, we have set forth the range of services that these companies provide along with an estimate of the range of usual charges. **You are NOT required to use the listed companies as a condition for the settlement of your loan or purchase, sale or refinancing of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THOSE SERVICES.**

Coldwell Banker Bishop Realty

Provides a full range of brokerage services in the purchase and sale of real property and leasing services. Commissions are typically paid by the seller and range from 6% to 15% of the price of the property.

PHH Mortgage /Coldwell Banker Mortgage

Provides a wide range of residential first deed of trust home loan products and services. Fees are as follows:
Loan origination 0-1% of the loan amount; Discount Fee (also called points) 0-3% of the loan amount;
Application Fee \$0-\$350; Tax Service \$0-\$100

BUSINESS RELATIONSHIP DISCLOSURE

Additionally, Coldwell Banker Bishop Realty has a business relationship with several warranty companies as their non-exclusive marketing agent in the State of Arizona and as such, may earn a fee as paid by these warranty companies for services performed on behalf of them at the point of sale. Coldwell Banker Bishop Realty services include, but are not limited to, promoting the Home Warranty through marketing materials such as display and advertising, describing and promoting the plan to clients, assisting in the processing of the application and payment for the Plan through the settlement provider, and assisting in resolving disputes between warranty companies and the client/customer through the applicable initial period.

You are not required to use any warranty company as a provider of home warranty service as a condition of the purchase or sale of the subject property. THERE ARE FREQUENTLY OTHER PROVIDERS OF HOME WARRANTY SERVICES AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THOSE SERVICES.

The principals of Coldwell Banker Bishop Realty are the owners of Pine Creek Properties, LLC dba Rim Satellite. Rim Satellite is a dealer of DirecTV services and as such, receives compensation from DirecTV. **You are not required to use Rim Satellite as your TV programming provider as a condition of the purchase or sale of the subject property. THERE ARE FREQUENTLY OTHER PROVIDERS OF TV PROGRAMMING AVAILABLE. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THOSE SERVICES.**

Coldwell Banker Bishop Realty is an Independently Owned and Operated Office.

The undersigned Buyer(s) or Seller(s) acknowledge that they have received a copy of this disclosure.

Gila County

Print Name

Print Name

Signed Name

Mo/Da/Yr

Signed Name

Mo/Da/Yr