☐Residential ☐Land ☐Commercial

Disclosure and Release

TO BE SIGNED PRIOR TO SIGNING PURCHASE CONTRACT ON THE FOLLOWING PROPERTY:

Address: _____

West USA Realty Flagstaff RECOMMENDS A COMPLETE REVIEW OF THE "BUYER ADVISORY," AVAILABLE AT THE ARIZONA ASSOCIATION OF REALTORS WEB SITE: WWW.AARONLINE.COM

AGENCY: I/We confirm that I have signed a Real Estate Agency Disclosure and Election form, and if West USA Realty Flagstaff represents both Buyer and Seller I have signed a Limited Dual Representation Agreement.

PURCHASE CONTRACT: I/We acknowledge that I have read the Purchase Contract thoroughly and realize there are certain time constraints regarding inspection and performance of the contract.

APPRAISAL: I/We understand West USA Realty Flagstaff does not determine the value of a property and the sales price is negotiated between the Buyer and Seller. I may obtain an independent appraisal at my expense.

SCHOOLS: I/We understand that schools may not be accepting enrollment of students and I will verify the status of schools I am planning to have my children or myself attend and I am aware that school boundaries are subject to change.

AIRPORTS: I/We understand I need to verify if the property is within a Military Airport Territory or any Airport over fly area if it is a concern to me. Information is available through the Arizona Department of Real Estate web site

RECOMMENDATIONS: If recommendations are made regarding a builder, contractor, escrow company, termite service, appraiser, lender, home inspection or home warranty company or any other person or entity for any purpose, they should be independently investigated and evaluated by Buyer.

SELLER PROPERTY DISCLOSURE STATEMENT: I/We acknowledge that a Sellers Property Disclosure Statement (SPDS) may not be available in certain cases such as lender owned property, estate sales, HUD or VA properties, etc. and if I close escrow on these transactions, I accept this condition of purchase.

RESIDENTIAL HOME WARRANTY: I/We have been informed that a home warranty may be purchased on residential properties and is highly recommended by West USA Realty Flagstaff. Home warranties cover items as listed in the warranty and they must be in working condition at close of escrow.

ADDITIONAL COMPENSATION CONSENT: Buyer acknowledges that administrative processing fees or other compensation may be paid to West USA Realty for services provided to companies related to this transaction.

PROPERTY INSPECTION: I/We understand that West USA Realty Flagstaff highly recommends an independent property inspection, mold infestation, roof rats, scorpions or bee infestations & other desert dwelling pests, radon gas, zoning, square footage, property lines, any homeowners' association documentation (if applicable) conditions, covenants & restrictions (CC&R's) and other items of concern as addressed in the "BUYER ADVISORY" and the purchase contract.

WEST USA LIABILITY: I/We agree that West USA Realty Flagstaff does not make any representation or warranties nor assumes responsibility for the condition of the property. I hereby expressly release, hold harmless, and indemnify West USA Realty Flagstaff and agents from any and all liability regarding the subject property; including compliance with applicable swimming pool barrier laws and regulations.

MOLD DISCLOSURE: I/We acknowledge receipt of the AZ Department of Health Services mold information sheet.

_____ _____

Buyer Date Buyer Date

Form A106 8/93 (rev. 12/06)