



Disclosure and Release

To Be Signed Prior To Signing Purchase Contract On the Following Property:

Address: _____

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

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

AIRPORTS: I/We understand the need to verify if the property is within a Military Airport Territory or any airport Over-flight area if it is a concern to me. Information is available through the Arizona Department of Real Estate website.

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 the buyer.**

SELLER PROPERTY DISCLOSURE STATEMENT (SPUDS): I/We acknowledge that a Seller Property Disclosure Statement (SPDS) may not be available in certain cases such as lender owned, 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 Realty USA Southwest. Home warranties cover items as listed in the warranty and they must be in working condition as close of escrow.

PROPERTY INSPECTION (TO BE COMPLETED IN THE TIME SPECIFIED IN LINES 235-237 OF THE PURCHASE CONTRACT): I/We understand that Realty USA Southwest, **highly recommends** an independent property inspection, including **lead based paint** (if applicable), **mold infestation, radon gas, water and gas pipes** (including copper and polybutylene), **animals** (wild and tame), **reptiles** (including snakes), **birds** (including pigeons), **insects** (including ants, bees, mosquitoes, scorpions and wood destroying organisms), **poisonous plants, expansive soil** (including underground fissures), **existing and abandoned mines and easements** that may negatively affect my/our decision to purchase or affect the property in the future, any superfund and hazardous waste sites and an Insurance E.L.U.E. Report at Buyer's Expense of the entire premises to determine the condition of the property and/or improvements thereof. I acknowledge that it is my responsibility to investigate the possibility of sex offenders living in the area and it is up to me to choose a termite inspector and hire a roofing company to inspect the roof.

I HAVE BEEN ADVISED TO CAREFULLY READ THE PURCHASE CONTRACT: That lists items of concern such as zoning, square footage, property lines, structural integrity, working components of the structure, and environmental hazards. Items are not inclusive of all possible concerns. It is understood that the real estate professionals are not inspectors, and in accordance with the Code of Ethics and Commissioner's Rules, they will always do their best to look for and identify any problems having to do with the property or surrounding area and report it to the principals involved. Agents may also observe things when listing a property and as due diligence to protect the general public, look for water marks on ceilings, permits for additions, and from the Seller's Property Disclosure Statement, include other things that have been noted.

MOLD DISCLOSURE: I/We have been informed by our agent of the hazards of mold and understand that it is our responsibility to have the property inspected for mold and do an independent investigation. We also acknowledge receiving a mold information sheet for the Arizona Department of Health Services from our agent.

I/We agree that Realty USA Southwest **does not make any representation or warranties nor assume responsibility for the conditions of the property nor the mental state or criminal activity of neighbors in the vicinity of the subject property.** I hereby expressly release, hold harmless, and indemnify Realty USA Southwest, Inc. and its agents from any and all liability regarding the subject property including compliance with applicable swimming pool barrier laws and regulations or, the offering or negotiated final purchase price and terms determined by us...Not our agent.

I/We agree to hereby expressly release, hold harmless and indemnify Realty USA Southwest, Inc. /Broker from any liability and **responsibility resulting from any personally expressed ideas, personal views or comments/statements made by any agent that may be offensive to the client or any party to the pending transactions, directly or indirectly.** These are not the views of Realty USA Southwest, Inc.

Buyer

Date

Buyer

Date