



**ARIZONA RESIDENTIAL PURCHASE & SALE CONTRACT
PREPARATION AGREEMENT**



Complete, print, sign and mail this Agreement to hire KEYTLaw, L.L.C. and one of its Arizona real estate law attorneys (the "Firm") to prepare a Residential Purchase/Sale Agreement and related documents for a fixed legal fee. This Agreement states exactly what the Firm will do in exchange for the fixed fee. For information about the firm, see www.keytlaw.com. For more information about the documents used in Arizona residential sales, see "[Documents Commonly Used in the Sale of Arizona FSBO Homes](#)." Before you do it yourself, see "[FSBO Test of Legal Knowledge Needed to Prepare a Sale Contract](#)."

We require payment in advance before we provide any services for new clients. Unless there are unforeseen costs (for example you want us to send documents to you via FedEx or UPS overnight) or developments or you hire us for additional services unrelated to the services contracted for in this Agreement, your advance payment should be the only amount you pay. We will send you an itemized invoice for all services.

YOUR FIXED FEE & AMOUNT PAYABLE TO KEYTLAW, LLC

Check the boxes below to select the desired services and applicable fees:

\$697 Preparation of the following custom drafted documents: (1) **Residential Purchase/Sale Agreement** (drafted to favor our client as buyer or seller), (2) **Escrow Instructions**, (3) **Special Warranty Deed** to convey the property, (4) **Foreign Investment in Real Property Act Affidavit**, and (5) an **Affidavit of Legal Value**. The purchase agreement will provide for an escrow with a local escrow company and title insurance for the buyer on closing. For more information about the documents listed above plus additional documents that are commonly used in Arizona residential purchase and sale transactions, see my article called "[Documents Commonly Used in the Sale of Arizona Homes](#)."

For no additional charge, we will also give you the following documents: (1) a **Seller's Property Disclosure Statement** to be completed by the seller and given to the buyer (Arizona law requires a seller of Arizona real estate to disclose to the buyer all material facts concerning the property), (2) a **Lead Based Paint Disclosure** (only if we are told that the home was built before 1978), (3) a **Residential Pool Safety Notice** (only if we are told that the home has a pool), (4) a document entitled "**For Your Protection: Get a Home Inspection**," (5) **Homeowners' Association Disclosure Statement** (only if the home is subject to an HOA), and (6) **Report of Inspection and Notice of Transfer of Ownership** (for property with a septic tank).

\$200 Preparation of a custom drafted **Promissory Note** and/or **Deed of Trust**. These documents are needed if the buyer does not pay the purchase price in full at closing and all or a portion of the purchase price will be owed to the seller after the sale. The **Promissory Note** evidences the buyer's debt to the seller and contains the payment terms. The **Deed of Trust** will be recorded at the time of closing. It creates a lien on the property sold and can be foreclosed if the buyer defaults under the **Promissory Note**.

\$249 Special two business day expedited preparation of the documents. Normal preparation time is one week.

\$375 **For buyers only:** Review of the commitment for title insurance (including title exceptions such as Conditions, Covenants & Restrictions), preparation of a letter to the buyer explaining the document and preparation of a letter to the seller objecting to any title problems (if necessary and requested by the buyer).

\$_____ Total

The above fixed fees include all of our time necessary to gather information from you and prepare the contract and related documents plus an additional one hour of our time answering your questions and modifying the documents after we first deliver them to you. **Except for the fixed fees specified above, we do not charge for any time for our services on your behalf before we deliver the documents to you.** For most people, an additional hour of our time at no cost is all they need to complete a transaction. **We will not provide any services beyond the one additional free hour without first calling you and getting your approval in advance for the services.** For any services in addition to the fixed fee services specified above, our hourly rates are: (1) \$150 for legal assistants, and (2) \$250 for attorney Jeana Morrissey's time. We will only represent the signer of this agreement as the seller or the buyer as indicated above the signature on page 2. We cannot represent both the buyer and the seller.

We will not provide any services until we are paid in advance and have your signed copy of this Arizona Residential Purchase & Sale Contract Preparation Agreement. If an invoice shows a balance owed, you agree to pay it within ten days after we mail the invoice. If you do not pay an invoice within thirty days, we may charge interest on unpaid amounts at the rate of 1.5% per

month, and we may terminate our services and/or withdraw from further representation of the Company. The entire amount you pay KEYTLaw, LLC, for fees and costs is nonrefundable, but you may nevertheless discharge KEYTLaw, LLC, at any time and in that event you may be entitled to a refund of all or part of the fee based upon the value of the representation. The person who pays our fees and costs by credit card confirms that the company that issued the credit card allows charges for future services, costs and expenses. After three years, we may destroy all documents we collect during the time we provide services.

You are hiring the Firm only with respect to the legal matters stated above, not for any other legal services, including, but not limited to, advising you with respect to federal or state income tax issues related to the transaction. We recommend that you consult with an experienced tax advisor for advice concerning all federal and state income tax issues. We are not acting as your attorney in advising you with respect to this Agreement because we would have a conflict of interest in doing so. If you have any questions about this Agreement, you should consult with other legal counsel.

ABOUT THE SIGNATURE LINE BELOW

Chose one of the following three signature options:

1. **Digital Signature:** You can digitally sign this agreement using Adobe's free secure digital signature feature. To sign it digitally, click on the line below that is just above the text that says: **Signature of signer** then follow the instructions. Once you have digitally signed this agreement, it cannot be altered without your key.
2. **Old Fashioned Manual Signature:** Click on the print button below to print this agreement. Sign the agreement and then deliver it to Jeana Morrissey using one of the methods described on the last page of this agreement.
3. **No Signature:** If you pay for by credit card, you do not have to actually sign this agreement. By paying with your credit card, you agree to the terms and conditions in this agreement.

If you have any questions about this agreement or about our services, call Jeana Morrissey at 602-906-4953, ext. 4.

Check one: Buyer Seller KEYTLaw, L.L.C., an Arizona limited liability company

By: _____
Jeana Morrissey, Attorney

Print Signer's Name

Signature of signer

HOW TO DELIVER THIS AGREEMENT TO KEYTLAW

1. **Easy Email Method (only for Outlook & Outlook Express):** Click on the **Submit to KEYTLaw Via Email** button found at the end of this agreement. Clicking on the submit button will open **Outlook** or **Outlook Express** with an email message pre-addressed to Jeana Morrissey. Click on the SEND icon **IN YOUR EMAIL PROGRAM** to send the email to Jeana with this agreement attached as an Adobe pdf file. Use the Harder Email Method if you do not use **Outlook** or **Outlook Express**.
2. **Harder Email Method:** Save this agreement as a file on your computer then send the saved pdf file to jrm@keytlaw.com as an attachment to an email. **You must have Adobe Acrobat or Reader version 8 or later to save this form on your computer with the data in it.** Go here to download the latest version of the free Adobe Reader program: www.adobe.com/products/acrobat/readstep2.html.
3. **Fax:** Fax this Agreement directly to Jeana Morrissey at 602-798-7682. You do not need a cover sheet.
4. **Snail Mail:** Mail or deliver the Agreement in a sealed envelope addressed as indicated to the following address:

Jeana Morrissey
KEYTLaw, LLC
3001 East Camelback Road, Suite 130
Phoenix, Arizona 85016

CLICK BELOW TO EMAIL THIS AGREEMENT TO JEANA MORRISSEY

If you use Outlook or Outlook Express for your email, you can send this agreement to Jeana Morrissey by clicking on the button below that says **Submit to KEYTLaw Via Email**. Your email program will open with an email message pre-addressed to Jeana Morrissey and this agreement attached as an Adobe pdf file. When your email program opens, click on the **send icon** in your email program.

CAUTION: WHAT TO DO IF CLICKING ON THE SUBMIT VIA EMAIL BUTTON DOES NOT WORK

If clicking on the **Submit to KEYTLaw Via Email** button below does not cause your email program to open with this document attached as a file, you must deliver this completed agreement to Jeana Morrissey by the Harder Email Method (Number 2), or methods 3 or 4 described at the bottom of the previous page.

CONFIRMATION FROM KEYTLAW ON RECEIVING THIS AGREEMENT & YOUR PAYMENT

When we receive this agreement and your payment, we will send you an email message confirming receipt. If we do not get either your agreement or your payment, we will notify you of that fact by another email. We usually send the confirmation email within a few hours if we receive it on a business day between 8 and 5 pm. If we receive your agreement and payment on a non-business day or after hours, we may not send a confirmation email until the next business day.

WARNING: EMAIL YOUR AGREEMENT TO KEYTLAW & SAVE THE FILE ON YOUR COMPUTER OR PRINT THE AGREEMENT BEFORE GOING TO THE STORE TO PAY BECAUSE YOUR BROWSER WINDOW WILL CHANGE AND YOU WILL NOT SEE THIS FORM UNLESS YOU GO BACK

HOW TO PAY

1. **Preferred Method:** [Click on this link to go to our secure online store](#) and pay by Visa or MasterCard.
2. Mail or deliver your check payable to: **KEYTLaw, LLC** to the address at the top of this page.
3. Call 602-424-4159 and give your credit card information to Jeana Morrissey's legal assistant Milena.