



**Fidelity National Title Agency, Inc.**

1580 N. Kolb Rd, #100, Tucson, AZ 85715  
Phone: (520) 751-2900 • Fax: (520) 844-9765

Chrissy Orr  
Escrow Officer  
[Chrissy.orr@fnf.com](mailto:Chrissy.orr@fnf.com)

Escrow No.:  
Date:

\_\_\_\_\_

herein "Seller"  
whose address is  
Phone:

\_\_\_\_\_

herein "Buyer"  
whose address is  
Phone:

**TITLE POLICY TO SHOW TITLE VESTED IN:** \_\_\_\_\_

Buyer(s) have deposited with escrow, receipt of which is hereby acknowledged  
an initial deposit in the amount of: ..... \$

Buyer will execute and deliver a new New Deed of Trust in the amount of: ..... \$

**Total Consideration** \$

I/We hereby employ Fidelity National Title Agency, Inc. to act as Escrow Agent in connection with a sale by Seller to Buyer upon the following terms and conditions, which shall be complied with on or before \_\_\_\_\_, or as soon thereafter as possible unless a demand for cancellation has been made on Escrow Agent as provided for in these escrow instructions.

The property being sold is located in PIMA COUNTY, ARIZONA, and is described as:

**See Exhibit "A" attached hereto and made a part hereof.**

Seller represents Property address to be: \_\_\_\_\_

Personal property to be sold is as follows (for which a Bill of Sale is waived and for which no monetary consideration has been given):

**Seller's Initials:** \_\_\_\_\_  
**Buyer's Initials:** \_\_\_\_\_

Escrow No.:  
*Sale Escrow Instructions...Continued*

All Closing and escrow costs, unless otherwise stated herein, shall be allocated between Seller and Buyer in accordance with local custom and applicable laws and regulations. (i.e. Escrow Fee 1/2 and 1/2, Owners Policy by Seller, ALTA Loan Policy/Endorsements by Buyer, Transfer Fees 1/2 and 1/2, HOA Disclosure by Seller, Courier and Overnight mail fees as incurred, Recording Service fees 1/2 and 1/2.

Seller and Buyer Obligations are check ( X )	SELLER	BUYER
Escrow Fee	1/2	1/2
Title Policy Insuring:	Owner	Lender
( ) ALTA ( ) Standard ( ) Extender		X
Document Preparation to	X	X
Overnight/Courier Fees as incurred	X	X
Account Servicing Set-Up Fees	X	X
Tax Service Contract	X	X
Assumption/Transfer/Statement Fees	X	X
Improvement Lien Assessments to be paid in full	X	X
New Fire Insurance Policy		X
Recording Service Fee	1/2	1/2
Broker's Commission which Seller irrevocably assigns to Buyer \$	X	

Taxes, homeowner's association fees, rents, irrigation fees, and if assumed, insurance premiums, interest on assessments, interest on encumbrances and service contract shall be prorated as of CLOSE OF ESCROW, unless otherwise specified herein.

The amount of any assessment, other than homeowner's association assessments, which is a lien as of the close of escrow, shall be prorated and assumed by Buyer. Any assessment that becomes a lien after close of escrow is the Buyer's responsibility.

**Prorations:** Prorate as of Close of Escrow

Taxes; HOA

**Seller's Initials:** \_\_\_\_\_  
**Buyer's Initials:** \_\_\_\_\_

Escrow No.:

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Seller's Initials:** \_\_\_\_\_  
**Buyer's Initials:** \_\_\_\_\_

## GENERAL PROVISIONS

### **SELLER AND BUYER AGREE AS FOLLOWS:**

#### **1. DEPOSIT OF DOCUMENTS AND FUNDS BY PARTIES.**

They will deliver to Escrow Agent all documents, pay to Escrow Agent all sums, do or cause to be done all other things necessary to enable Escrow agent to comply herewith and to record or deliver said documents; and they will pay to Escrow Agent upon demand all charges payable by them respectively.

#### **2. PAYMENTS BY ESCROW AGENT.**

They authorize Escrow Agent to pay from any funds held by it for their respective credit all amounts necessary to procure documents and to pay on their behalf all charges and obligations payable by them respectively. Escrow Agent is authorized to rely upon, and pay according to, any statement furnished by the holder or payee, or the agent thereof, of any lien, charge, assessment or obligation set forth in these instructions without liability or responsibility for the accuracy of such statement, including, but not limited to, statements of real estate taxes and assessments furnished by the real estate tax reporting service customarily employed by Escrow Agent.

#### **3. RECORDING AND DISBURSEMENT**

When these instructions have been complied with and the insurer is willing to issue a title insurance policy as herein provided and when escrow Agent's fees and charges have been paid, Escrow Agent shall file or record in the appropriate public office all documents required to be filed or recorded and shall disburse all funds in accordance with these instructions.

#### **4. DEPOSIT AND CLEARANCE OF FUNDS BY ESCROW AGENT.**

Direct that all money payable hereunder be paid in United States dollars to Escrow Agent which upon receipt thereof shall deposit such funds in a non-interest bearing general escrow account in one or more financial institutions doing business in Arizona whose deposits are federally-insured. Disbursement of any funds may be made by checks of Escrow Agent. Escrow Agent shall be under no obligation to disburse any funds represented by check or draft, and no check or draft shall be deemed payment to Escrow Agent in compliance with any of the requirements hereon until it is advised by the bank in which deposited that such check or draft has been honored, unless Escrow Agent specifically agrees in writing to accept liability for the sufficiency thereof. The seller agrees to refund to Escrow Agent any disbursements made by Escrow Agent to the seller, or for the seller's benefit, in the event any buyer's check is subsequently dishonored. Escrow Agent is not liable for any loss or impairment of funds while those funds are in the course of collection or while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of such financial institution. Escrow Agent may require cash, cashier's check, certified check or money order or may present a check for proper clearance prior to any disbursements. The failure of Escrow Agent to present a check for clearance is not a waiver of Escrow Agent's right to be reimbursed for a dishonored check.

#### **5. PRORATIONS AND ADJUSTMENTS.**

All prorations and adjustments shall be made on the basis of a 30 day month. Real estate taxes shall be prorated on the basis of the current year if the taxes for the current year are available on the business day next preceding the close of escrow through the real estate tax reporting service used by Escrow Agent or if the parties have delivered to Escrow Agent on or before the business day next preceding the close of escrow a copy of the current tax bill issued by the county treasurer. Escrow Agent is not liable in the event a subsequent tax bill is different from that used as a basis for tax proration. Furthermore, Escrow Agent is not liable, nor is it responsible for making an adjustment in the escrow settlement, if the taxing authority after the close of escrow determines that additional taxes are due.

#### **6. INSURANCE OTHER THAN TITLE.**

Escrow Agent is authorized to execute on their behalf form assignments of or to order changes in any insurance called for herein other than title insurance and to forward the policies to insurer's agent with a request that the insurer consent to such transfer, attach a loss payable clause or other endorsement or make such other additions or corrections as may be specifically required herein and that said agent thereafter return such policies to the parties entitled thereto. The parties are responsible to determine that the premiums have been paid, that the insurance is in force or has been renewed, transferred, assigned or properly endorsed, that an existing policy has been cancelled or terminated or that the type and amount of any insurance coverage is appropriate or sufficient. Escrow Agent may assume that the insurance information provided by the parties is correct, is not liable for any inaccuracy thereof and is not obligated to inquire further.

**Seller's Initials:** \_\_\_\_\_

**Buyer's Initials:** \_\_\_\_\_

Escrow No.:

**7. CONFLICTING DEMANDS.**

In the event of any conflicting demands concerning these instructions or this escrow they authorize Escrow Agent, at its election, to hold any money and documents deposited hereunder until it receives mutual instructions from all parties or until a court of competent jurisdiction has finally determined the rights of all parties. In the alternative, Escrow Agent may, at its discretion at any time, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction to determine its rights and the rights of the parties to this escrow.

**8. INDEMNITY.**

They will pay upon demand all costs, damages, attorneys' fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with these instructions or the escrow or any court action arising therefrom, including but not limited to any interpleader action or any legal action to enforce collection of its fees and charges, except as caused by the gross negligence of Escrow Agent.

**9. ESCROW AGENT'S LIEN.**

They grant to Escrow Agent a lien upon, and authority to reimburse itself for, charges, damages or expenses incurred or sustained in connection with these instructions or the escrow from all of the right, title and interest of seller and buyer in all of the documents and money deposited hereunder.

**10. AFFIDAVIT OF REAL PROPERTY VALUE.**

They authorize the Escrow Agent to execute and file on their behalf the affidavit required by Section 42-1612, Arizona Revised Statutes, using the sales price herein as the total consideration unless instructed to the contrary.

**11. RESIGNATION.**

The Escrow Agent reserves the right to resign upon giving written ten day notice to all parties in the manner provided in Paragraph 16. If such right is exercised, all documents and all funds, after deducting all charges payable by the respective parties, shall be returned to the party who deposited them or for whose credit they were deposited and thereafter Escrow Agent shall have no further duty, responsibility or liability in connection with these escrow instructions.

**12. CANCELLATION.**

If either party who is not in breach hereunder elects to cancel these instructions because of the failure of the other party to comply with any of the terms hereof within the time limits provided herein, said party so electing to cancel shall deliver to Escrow Agent a written notice to the other party and Escrow Agent demanding that said other party comply with the terms hereof within thirteen days from the receipt of said notice by Escrow Agent or that these instructions shall thereupon be cancelled without further notice. Within three days after receipt, Escrow Agent will send a copy of such notice to the other party as provided in Paragraph 16. If said other party fails to comply, these instructions shall be cancelled. Escrow Agent is authorized to deduct all charges, including Escrow Agent's cancellation fee, and then to pay to the party electing to cancel any deposited funds designated as earnest money, to pay all other deposited funds to the party for whose credit the deposit was made, and to return all documents to the party who deposited them, except documents executed and deposited by both seller and buyer, which shall be marked "cancelled" and retained in the files of the Escrow Agent. The Escrow Agent has no duty hereunder to determine when or if there has been a breach of these instructions. The acceptance and service by Escrow Agent of a notice of a party's election to cancel does not obligate Escrow Agent to release deposited funds or documents without a mutual instruction or appropriate court order, if in its opinion there has not been compliance by the one party and a breach by the other or if Escrow Agent cannot determine the issues of breach, compliance or good faith. Escrow Agent shall not accept any payment after receipt of a cancellation notice unless said payment is tendered in cash, certified or cashier's check, or money order.

**13. CANCELLATION – FAILURE OF PARTIES TO RESOLVE CONFLICT.**

If Escrow Agent is presented with conflicting demands as to any funds or documents on deposit at the time the escrow is cancelled by either of the parties and the parties cannot agree as to their disposition and no legal action to resolve the conflict has been commenced within one year from the date the Escrow Agent notified all parties and the real estate broker of the conflicting demands, then the Escrow Agent shall return without further notice the funds and the documents to the party who deposited them, after deducting all charges, and Escrow Agent shall have no further duty, responsibility or liability in connection with the funds, the documents or the escrow.

**14. TERMINATION.**

If there has been no action taken by the parties within 6 months after the compliance date set forth on the front hereof or a written extension thereof, Escrow Agent may at its discretion terminate the escrow and

**Seller's Initials:** \_\_\_\_\_

**Buyer's Initials:** \_\_\_\_\_

Escrow No.:

return all documents or funds to the parties depositing same, or for whose benefit or credit they were deposited.

**15. REAL ESTATE COMMISSION.**

If the seller is obligated to pay a real estate commission to a licensed Arizona real estate broker and has instructed Escrow Agent to pay such commission as a condition to closing this escrow, then the seller does hereby irrevocably assign to said real estate broker sufficient of the seller's proceeds to pay said commission. The party obligated to pay a real estate commission shall not agree to any mutual cancellation of these instructions without having first delivered to Escrow Agent the real estate broker's written consent; and Escrow Agent shall not recognize any mutual cancellation without receipt of such written consent. Upon cancellation of these instructions for any reason, should the earnest money, after deducting all charges, including the Escrow Agent's cancellation fee, become payable to a party obligated to pay a commission to a licensed Arizona real estate broker, Escrow Agent shall pay to said broker therefrom a sum equal to one-half of the earnest money but not more than the full amount of said commission.

**16. NOTICE, DEMAND OR DECLARATION.**

If for any reason a Notice, Demand or Declaration of any kind is to be given by either party to the other party, said Notice, Demand or Declaration shall be in writing, signed by the party giving the Notice or making the Demand or Declaration, directed to the other party and shall be filed with Escrow Agent. Escrow Agent shall within a reasonable time after receipt of said Notice, Demand or Declaration, or within the time otherwise specified herein, send it to the party to whom it is directed by enclosing a copy of said instrument in an envelope addressed to said party at the last address which said party shall have filed with Escrow Agent, or if no address has been so filed, to said party in care of General Delivery at the city in which the office of Escrow Agent is located as shown on the first page of these instructions and depositing said envelope with proper postage affixed thereto in the United States mail. The mailing of any such instrument by Escrow Agent in the manner herein provided shall constitute notice of the contents of such instrument to the party to whom the instrument is directed as of the date of such mailing and no further notice thereof shall be required.

**17. ACTS OUTSIDE OF ESCROW.**

Whenever provision is made herein for the payment of any sum, the delivery of any instrument or the performance of any act "outside of escrow", Escrow Agent shall not be responsible therefor, shall not be concerned therewith and is specifically relieved of any obligation relative thereto.

**18. ADDITIONAL SERVICES.**

Any additional services, including but not limited to long-distance telephone calls, special messenger service, overnight delivery services & requests for copies, required of or performed by the Escrow Agent, not inconsistent with its duties outlined in these instructions, either prior to or after close of escrow, shall be paid for by the part requesting such additional service or upon whose behalf said additional service is required.

**19. DESTRUCTION OF RECORDS.**

Escrow Agent may destroy these instructions and all other records of this escrow at the expiration of the period of retention required by the Arizona State Banking Department.

**20. COPIES TO REAL ESTATE BROKER OR LENDER.**

Escrow Agent is authorized to furnish copies of these instructions, supplements, amendments, notices and closing statements to the real estate broker and lender. The parties hereby designate the real estate brokers and their agents named on the reverse side hereof as their duly-authorized agents for the purpose of accepting on their behalf documents or notices intended for delivery to the parties.

**21. CONSTRUCTION & INTERPRETATION.**

These instructions and any written amendments or supplements thereto shall constitute the complete escrow instructions, notwithstanding the provisions of any purchase contract or other agreement, oral or written, between the parties. Any amendments and supplements to these instructions must be in writing and signed by all parties. To be effective the amendment must be delivered to and accepted by Escrow Agent. Escrow Agent is authorized to rely upon duly-executed instructions or notices that have been received by facsimile transmission. Time is of the essence of these instructions. The language of these instructions shall be interpreted according to its fair meaning and not strictly for or against either party or Escrow Agent. Words used in the masculine, feminine or neuter gender shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with the circumstances. If any provision of these instructions is determined by a court of

**Seller's Initials:** \_\_\_\_\_

**Buyer's Initials:** \_\_\_\_\_

Escrow No.:

competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**22. LEGAL ADVICE.**

The parties agree that Escrow Agent has not given, and will not be expected or requested to give, financial or legal advice, to give advice as to the type or form of instrument to be used in connection with this escrow, to review any documents deposited as to their legality or sufficiency, to explain the meaning or legal consequences of any such document, to make any inquiry of any nature concerning the financial condition of the parties, the risks associated with the transaction, the value or condition of the real or personal property involved or to assist in negotiating or structuring the real estate transaction. As an accommodation Escrow Agent makes available to the parties certain standard forms of instruments that are commonly used but does not, and will not, recommend or select a particular form and will not complete, fill in or alter any form unless specifically instructed to do so by the parties, their attorneys or their real estate agents who will designate the specific information to be inserted on the form or the specific source where such information can be found.

**23. DEFINITIONS.**

"Charges" refer to all expenses and obligations incurred by the Escrow Agent on behalf of the parties pursuant to these instructions, including all escrow fees and all fees in connection with the issuance of, or the cancellation of an order for, a title insurance policy or other evidence of title to real property. "Close of Escrow" is the date on which the documents vesting Buyer's interest in accordance with these instructions are recorded. "Party" refers to Seller or Buyer.

**24. BUSINESS DAY.**

The day established herein for compliance with any requirement shall end at the close of the then regularly established public business hours by Escrow Agent for such day; provided, should Escrow Agent be closed during any of said business hours on said day, such requirement may be met during normal business hours on the next succeeding day on which Escrow Agent is open for business.

**25. TITLE INSURANCE.**

The title insurance provided for, unless otherwise specified herein or in the lender's instructions, shall be a standard coverage form of title insurance policy subject to those provisions of the title insurer's commitment for title insurance, preliminary title report or policy with a liability not less than the purchase price paid by the buyer or the amount of any loan, the title insurer to be that company customarily used by the office of the Escrow Agent shown on the front hereof. The parties understand that Escrow Agent is only the agent for the title insurer, that the title insurance contract is between the insured owner and the title insurer and that these escrow instructions do not alter, affect or amend that contract. The employment of Fidelity National Title Agency, Inc. as Escrow Agent shall not affect any right of subrogation under the terms of any title insurance policy issued pursuant to these instructions.

**26. NOTICE OF ABANDONED OR DORMANT FUNDS CUSTODIAL FEE.**

This rate shall apply when funds are remaining in an escrow account, account servicing or trust account due to a payee's failure to negotiate a check provided as payment or fails to claim the funds belonging to them that remain in the account. There shall be a minimum charge of \$120, which shall be considered earned when (a) funds remaining in an escrow have not been claimed for a period of 180 days from the time the funds became available or (b) when a check remains un-cashed for a period of 90 days after date of issuance. When the funds have remained in escrow for a period of more than twelve (12) months, then there shall be an additional fee of \$10 per month or fraction thereof, which shall be considered earned at the end of each additional month. This fee shall also apply to charges that occurred in escrow, wherein a payee other than a principal to the escrow, failed to negotiate amounts tendered to them through the escrow or failed to claim funds belonging to them that remain in escrow. Fees as incurred shall be deducted from the amount held prior to disbursement and until such time as any remaining funds are escheated to the state pursuant to ARS Title 44, Chapter 3, Article 1. In the event the amount of the fee(s) incurred is/are more than the amount of funds held in escrow, then the amount of the funds remaining in the file shall be considered payment in full of the fees due.

**27. EXCLUDED MATTERS.**

There are some matters which Escrow Agent will not investigate or determine and for which it assumes no liability including in particular, but not limited to, unrecorded liens, including mechanics' liens; proposed improvement district liens or assessments; homeowners association liens; personal property taxes or transfer of personal property; utility charges or deposits; boundary lines, location or condition of improvements; possessory rights, including the delivery of possession; compliance with limitations on the use of property, such as, building or zoning ordinances or restrictions; taxes or assessments which are

Seller's Initials: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_

Escrow No.:

not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property as of the closing of this escrow; reservations or exceptions in patents; transfers or filings involving the Department of Water Resources; treatment of wood infestation; premiums and assignability or effectiveness of fire, property damage, flood or casualty insurance policies provided for herein; usury in any loan involved in this escrow; the availability of or charges for irrigation water and power; and the sufficiency or correctness as to form or manner of execution, of any document deposited by the parties, their agents or the lender or as to the identity, authority or right of any person executing the same.

**28. PARTIES ACKNOWLEDGMENT.**

As evidenced by their signatures hereon the parties acknowledge that they have read and understand these instructions and that these instructions, and any supplements, or amendments thereto, are the complete contract between them and Escrow Agent and that they will look to no other previous contract or writing to define the duties and obligation of the Escrow Agent.

**29. NON-RESIDENT ALIEN.**

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. **Fidelity National Title Agency, Inc.** will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. **Fidelity National Title Agency, Inc.** will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. **Fidelity National Title Agency, Inc.** is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. **Fidelity National Title Agency, Inc.** is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. **Fidelity National Title Agency, Inc.** is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from **Fidelity National Title Agency, Inc.** is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Seller's Initials:** \_\_\_\_\_  
**Buyer's Initials:** \_\_\_\_\_