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**Exclusive Right to Sell
Listing Agreement**

This is intended to be a legally binding contract. No representation is made as to the legal validity or adequacy of any provision or the tax consequences therefore. If you desire legal, tax or other professional advice, consult your attorney, tax advisor or other professional consultant.

Exclusive Right to Sell

The undersigned Seller(s) (“Seller”) hereby employs and grants the undersigned licensed Arizona real estate broker (“Broker”) the exclusive and irrevocable right to sell the real property described below (“Premises”) pursuant to the terms of this Exclusive Right to Sell Listing Agreement (“Listing”). Broker agrees to endeavor to effect such a sale of the Premises. Therefore, in consideration of the mutual covenants contained herein, Seller and Broker agree as follows.

Term

This Listing shall commence on _____
and expire at 11:59 p.m. on _____.

Real Property (“Premises”)

Address: _____ Assessor’s #: _____

City: _____ County: _____ Arizona, Zip Code: _____

Legal Description: _____

together with all fixtures and improvements thereon and appurtenances incidental thereto, plus any personal property specified in the Contract.

Listing Price

The listing price shall be \$ _____ and upon the terms and conditions set forth in the Property Profile Sheet/Data Entry Form, or upon such other price and terms accepted by Seller.

Form of Purchase Contract

Seller agrees that the form of contract for the sale of the Premises shall be the Arizona Association of REALTORS® contract form (“Contract”), receipt of a copy of which is hereby acknowledged. Seller agrees to read the Contract in its entirety including, but not limited to, all provisions relating to Fixtures and Personal Property to be included in the sale, Disclosures, and Seller Warranties, prior to entering into any agreement to sell the Premises.

Compensation

Seller agrees to compensate the Broker as follows:

Retainer: Broker acknowledges receipt of a non-refundable retainer fee of \$ _____ for initial consultation and research.

Brokerage Fees: If Broker produces a ready, willing, and able buyer to purchase the Premises in accordance with this Listing, or at such other price and terms agreed to by Seller, or if a sale, option or exchange of the Premises is made by Seller or through any

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other broker/agent, or otherwise, during the term of this Listing, Seller agrees to pay Broker a commission of _____ for services rendered.

Rental: Seller agrees not to rent the Premises during the term of this Listing without Broker's prior written consent. If the Premises are rented during the term of this Listing, Seller agrees to pay Broker a commission on rentals, including renewals and holdovers of _____. If during the term of any such rental, renewal or holdover, or within _____ days after rental termination the tenant, or any heir, executor, assigns, or agent of the tenant purchases the Premise, the commission set forth in _____ above shall be due and payable to Broker.

Failure to Complete: The commission set forth in _____ above shall be due and payable to Broker if: (1) without the written consent of Broker the Premises is withdrawn from sale; (2) completion of a sale is prevented by breach of Seller or with consent of Seller; or (3) Seller makes the Premises unavailable to Broker for sale. Further, if an earnest money deposit is forfeited by a buyer for any reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest money deposit or the full amount of the commission.

After Expiration: The commission set forth in _____ above shall be due and payable to Broker for any contract that was executed or escrow opened for the sale of the Premises during the term of this Listing, even if the transaction is not finalized until after expiration or termination of this Listing. Further, if an agreement for a sale, rental, exchange or option is entered into or consummated by Seller within _____ days after expiration or termination of the Listing, with any person to whom the Premises has been shown, or with whom Broker, other brokers or Seller has negotiated, the commission set forth in _____ above shall be due and payable to Broker, unless the Premises has been listed on an exclusive basis with another broker.

Payment from Escrow

Seller instructs the designated escrow company to pay all compensation to Broker as a condition to closing or upon cancellation of escrow.

Other Brokers

Seller authorizes Broker to divide all compensation with other brokers in any manner acceptable to Broker.

Earnest Money Deposits

Seller authorizes Broker to accept earnest money deposits on Seller's behalf and issue receipts for such deposits.

Lockbox and Access to Premises

Seller does does not authorize Broker to install and use a lockbox containing a key on the Premises, which permits access to the Premises by cooperating brokers with prospective buyers even when Seller is not present. Seller grants access to Broker and any other broker authorized by Broker to preview and show the Premises at reasonable times and upon reasonable notice. If Seller does not occupy the Premises, Seller shall provide Broker with written permission for access from the occupant.

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Signs

Broker is authorized to place Broker's sign(s) on the Premises until close of escrow or expiration of this Listing. Seller shall remove all other "For Sale" signs.

Multiple Listing Service ("MLS")

Seller authorizes Broker to provide any and all information regarding the Premises to any MLS of which Broker is a participant and to publish and disseminate such information in print or electronic form to MLS participants and the general public, including dissemination of the information through Internet Data Exchanges ("IDX") and Virtual Office Websites ("VOWs"). Broker is authorized to report the sale, exchange, option or rental of the Premises and its price, terms and financing, for dissemination through the MLS to MLS participants and the general public

Photo/Video of Premises

Seller does does not authorize the placement of photos and/or video images and/or to conduct virtual tours of the Premises on the Internet and other media.

Accuracy of Information: Seller warrants that all information provided regarding the Premises, including information provided in the Property Profile Form/Data Entry Form is or will be at the time provided true, correct and complete. Seller shall immediately advise Broker of any change in the information provided.

Required Seller Disclosures

Seller acknowledges that a seller of real property has certain disclosure obligations to the buyer. Therefore, Seller warrants that Seller shall disclose to Broker and buyer all facts materially affecting the value of the property; any information, excluding opinions of value, that materially and adversely affect the consideration to be paid by the buyer; and all disclosures required by federal, state and local laws or regulations.

Seller Cooperation

Seller agrees to make all data, reports, documents and information pertaining to the Premises available to Broker and buyer. Seller shall take no action that may tend to hinder Broker's performance pursuant to this Listing, agrees not to communicate directly with any other broker or potential buyer, and shall refer all inquires relating to the purchase of the Premises to Broker.

Maintenance and Utilities

Seller shall maintain the Premises in the same or similar condition through the term of this Listing or until close of escrow. Seller shall maintain continuous utility service to the Premises during the term of this Listing or until close of escrow.

Insurance

During the term of this Listing or until close of escrow, Seller agrees to safeguard or remove valuables located in the Premises and maintain appropriate insurance to insure the Premises against any loss, including but not limited to damage, theft, vandalism, fire and personal injury.

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Other Seller and Buyers

Seller acknowledges that Broker may represent other sellers and buyers of properties similar to Seller's Premises, consents to such representation, and understands that the Premises will not be presented or shown to every potential buyer known to Broker.

Recommendations

Seller agrees to independently investigate any person or entity recommended by Broker and acknowledges that any decision to enter into any agreement with any such person or entity shall be based solely upon such independent investigation and evaluation.

Equal Housing Opportunity

The Premises shall be marketed and sold in compliance with federal, state, and local fair housing laws and regulations. Broker and Seller agree to abide by all local, state, and federal laws prohibiting discrimination against any individual or group of individuals.

Dispute Resolution

(a) Mediation: Any dispute or claim in law or equity arising out of this Listing shall be submitted to mediation in accordance with the mediation procedures of the applicable local REALTOR® Board or association or, if not available, another mediation provider.

(b) Arbitration: If the mediation does not result in the resolution of the dispute, Seller and Broker agree that the dispute shall be resolved by binding arbitration. Unless Seller objects in writing, the arbitration shall be conducted under the rules and procedures followed by the applicable Board or Association of REALTORS® pursuant to the Code of Ethics and Arbitration Manual of the NATIONAL ASSOCIATION OF REALTORS®. If Seller objects to REALTOR® arbitration, the arbitration shall be conducted by a mutually agreed upon arbitrator, or if the parties fail to agree upon an arbitrator, the dispute shall be resolved by American Arbitration Association arbitration. Initially, all applicable deposits, arbitrators' fees, filing fees, administrative costs and expenses shall be borne equally by the parties. However, the arbitrator shall be authorized to award or refund all costs and deposits to the prevailing party. The decision of the arbitrator shall be binding, conclusive and may be enforced in any court of competent jurisdiction.

Attorneys' Fees

In any non-REALTOR® association action, proceeding or arbitration to enforce the compensation due to Broker pursuant to this Listing, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

Indemnification

Seller agrees to indemnify and hold harmless Broker, all Boards and Associations of REALTORS®, multiple listing services and other brokers, against any and all claims

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arising from any misrepresentation, failure to disclose, breach of warranty, or negligence of Seller in the marketing or sale of the Premises.

Additional Documents

The following documents are incorporated herein:

Real Estate Agency Disclosure and Election Other: _____

Additional Terms

Capacity: Seller warrants that Seller has full power and authority to enter into this Listing, sell the Premises, and consummate all transactions contemplated hereby. At close of escrow, Seller shall provide to buyer good and marketable title, evidenced by an American Land Title Association Title Insurance Policy.

Entire Agreement

This Listing, any attached exhibits and any addenda signed by the parties shall constitute the entire agreement between Broker and Seller, and shall supersede any other written or oral agreement between Broker and Seller. This Listing can be modified only by a writing signed by Broker and Seller.

Counterparts

This Listing may be executed in any number of counterparts. A fully executed facsimile copy of this Listing shall be treated as an original.

Governing Law

This Listing shall be governed by the laws of the State of Arizona.

Commissions

COMMISSIONS PAYABLE FOR THE PURCHASE, EXCHANGE, OPTION OR LEASE OF PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS® OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN AS NEGOTIATED BETWEEN BROKER AND SELLER.

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Acceptance

Seller hereby agrees to all of the terms and conditions herein and acknowledges receipt of a copy of this Listing.

Seller's Signature MO/DA/YR Seller's Signature MO/DA/YR

Seller's Name Printed Seller's Name Printed

Street City State Zip
() ()

Telephone Fax

Broker agrees to endeavor to effect a sale of the Premises in accordance with the terms of this Listing.

Firm Name ("Broker"): _____

By: _____
Agent Signature MO/DA/YR

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Telephone Fax

For Broker Use Only
Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ MO/DA/YR _____