



4. COMPENSATION

30. Compensation for the sale or rental of the Premises is not set by any Association/Board of REALTORS® or any Multiple Listing Service. The compensation payable for the sale or rental of the Premises is negotiated between Broker and Owner.

32. Owner's Right to Sell/Rent: Owner reserves the right to sell/rent the Premises during the Term of this Agreement, without incurring liability for any compensation to Broker, provided that such sale/rental is not made to a person produced by Broker or with whom Broker has negotiated during the Term of this Agreement, or through any other broker, and provided that Broker, prior to such sale/rental, has not become entitled to compensation in accordance with this Agreement. If Owner sells/rents the Premises, Owner shall promptly notify Broker in writing, specifying the name of buyer/tenant, the purchase/rental price to be paid and shall indicate whether or not the sale/rental was or is being made through another broker.

38. Owner agrees to compensate Broker and Cooperating Broker(s), if any, as follows:

39. Retainer: Broker shall be paid within five (5) days of execution of this Agreement, a non-refundable retainer fee in the amount of \$ \_\_\_\_\_ payable to Broker for initial consultation, research and other services.

41. Commissions: If Broker produces a ready, willing and able purchaser or tenant in accordance with this Agreement, or if a sale or rental of the Premises is made by Owner or through any other broker, or otherwise, during the Term of this Agreement, Owner agrees to pay Broker a total commission of:

44. Sale: \_\_\_\_\_ % of the gross sales price OR \$ \_\_\_\_\_.

45. Additional Broker commission(s): \_\_\_\_\_.

46. Cooperating brokers (sale): Broker intends to cooperate with all other brokers except when not in Owner's best interest, and to offer compensation in the amount of \_\_\_\_\_ % of the gross purchase price OR \$ \_\_\_\_\_ to a buyer's broker, who represents the interest of the buyer(s), and not the interest of Owner, in a transaction. Any such cooperation shall not increase the total commission payable by Owner.

50. Rental: \_\_\_\_\_ % of the gross rental amount as calculated for the entire term of the initial lease, OR \$ \_\_\_\_\_, upon execution of lease agreement.

52. Cooperating brokers (rental): Broker intends to cooperate with all other brokers except when not in Owner's best interest, and to offer compensation in the amount of \_\_\_\_\_ % of the gross rental amount as calculated for the entire term of the initial lease, OR \$ \_\_\_\_\_ to a tenant's broker who represents the interest of the tenant(s), and not the interest of Owner, in a transaction. Any such cooperation shall not increase the total commission payable by Owner.

56. Holdover or renewal of rental: Regardless of whether this Agreement has expired, Owner agrees to pay a commission of \_\_\_\_\_ % OR \$ \_\_\_\_\_ of the gross rental amount.

58. Purchase by Tenant: If during the terms of any rental of the Premises, including any renewals or holdovers, or within \_\_\_\_\_ days after the rental's termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the sale commission described in Section 4 shall be deemed earned by and payable to Broker.

61. Withdrawn/Cancelled Listings: The same amount of sale or rental commission shall be due and payable to Broker if, without the consent of Broker, the Premises is withdrawn from this Agreement, otherwise withdrawn from sale or rental, or is rented, transferred, or conveyed by Owner through any other broker.

64. Payment from Escrow or Rent: Owner instructs the escrow company, if any, to pay all such compensation to Broker by check, wire transfer, or certified funds as a condition to closing or upon cancellation of the escrow, and irrevocably assigns to Broker, to the extent necessary, money payable to Owner at the closing or cancellation of escrow. Broker is authorized to deduct compensation owed to Broker from any rent or other monies received by Broker on Owner's behalf.

68. After Expiration: After the expiration of this Agreement, the same commissions, as appropriate, shall be payable if a sale or rental is made by Owner to any person to whom the Premises has been shown or with whom Owner or any broker has negotiated concerning the Premises during the term of this Agreement: (i) within \_\_\_\_\_ days after the expiration of this Agreement, unless the Premises has been listed on an exclusive basis with another broker; (ii) during the pendency, including the closing, of any purchase contract or escrow relating to the Premises that was executed or opened during the term of this Agreement; or (iii) as contemplated by Section 4.

73. Failure to Complete: If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner, the entire sale or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the commission.

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76. Construction: To the maximum extent permitted by applicable law, this Agreement shall be construed as limiting applicable
77. provisions of law relating to when commissions are earned or payable. In the event of any express disagreement between any
78. provision of this Agreement and the requirements of applicable law, the applicable provision of this Agreement shall be deemed
79. as modified to the minimum extent necessary to ensure compliance with applicable law.

5. FIXTURES & PERSONAL PROPERTY

80. Fixtures and Personal Property: For purposes of this Agreement, fixtures shall mean property attached/affixed to the Premises.
81. Owner agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and
82. property (i.e., remote controls) shall convey in this sale or rental. Including the following:

- 83. • built-in appliances, ceiling fans and remotes • media antennas/satellite dishes (affixed) • storage sheds
84. • central vacuum, hose, and attachments • outdoor fountains and lighting • storm windows and doors
85. • draperies and other window coverings • outdoor landscaping (i.e., shrubbery, trees • stoves: gas-log, pellet, wood-burning
86. • fireplace equipment (affixed) and unpotted plants) • timers (affixed)
87. • floor coverings (affixed) • shutters and awnings • towel, curtain and drapery rods
88. • free-standing range/oven • smart home devices, access to which shall • wall mounted TV brackets and hardware
89. • garage door openers and remotes be transferred (i.e., video doorbell, automat- (excluding TVs)
90. • light fixtures ed thermostat) • water-misting systems
91. • mailbox • speakers (flush-mounted) • window and door screens, sun shades

- 92. If owned by Owner, the following items also are included in this sale or rental:
93. • affixed alternate power systems serving • in-ground pool and spa/hot tub equipment • security and/or fire systems and/or alarms
94. the Premises (i.e., solar) and covers (including any mechanical or • water purification systems
95. other cleaning systems) • water softeners

96. Additional existing personal property which may be included in this sale (if checked):

- 97. [ ] refrigerator(s) (description): \_\_\_\_\_
98. [ ] washer(s) (description): \_\_\_\_\_
99. [ ] dryer(s) (description): \_\_\_\_\_
100. [ ] above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): \_\_\_\_\_
101. \_\_\_\_\_
102. [ ] other: \_\_\_\_\_

103. Additional items of personal property which may be included in the sale or rental: \_\_\_\_\_
104. \_\_\_\_\_

105. Leased or Not Owned Items: The following items are leased or not owned by Owner (if checked):

- 106. [ ] solar system [ ] alarm system [ ] propane tank [ ] water softener

107. Other leased or lien items not included in the sale or rental: \_\_\_\_\_
108. \_\_\_\_\_
109. \_\_\_\_\_

110. Fixtures not included in the sale or rental: \_\_\_\_\_
111. \_\_\_\_\_

6. AGENCY

112. Owner Representation: Broker shall represent Owner in any resulting transaction during the term of this Agreement, except
113. as specified in Section 4. Unless otherwise agreed, Broker acts as Owner's agent only and has the duties of loyalty, obedience,
114. disclosure, confidentiality, and accounting (Fiduciary Duties) as well as other duties imposed by the Arizona Department of Real
115. Estate. Owner acknowledges that Broker may show prospective buyers the Premises and this shall not constitute a conflict of interest.

116. Conduct of Brokers: Regardless of whom they represent, Broker has the obligation to: (i) treat all parties to a transaction fairly;
117. (ii) disclose, in writing, all facts known to the licensee that may materially and adversely affect the consideration to be paid for the
118. Premises; and (iii) disclose that Owner or buyer(s) may be unable to perform. REALTORS® are further obligated by the National
119. Association of REALTORS® Code of Ethics to treat all parties honestly.

120. Limited Representation: A limited agency may occur when Broker procures a buyer(s) for the Premises. In this situation, the
121. same real estate company may represent the Owner's interest and the buyer(s) interest but not to the detriment of the other party.
122. Broker can legally represent both parties with the knowledge and written consent of both parties.

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Initials >

Table with 2 columns: OWNER, OWNER

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123. What Broker Cannot Disclose to Clients Under Limited Representation: (i) confidential information the Broker may know about
125. a client, without the client's express consent; (ii) the price or terms the Owner will take other than the Price without permission of the
126. Owner; (iii) the price or terms the buyer(s) is willing to pay without permission of the buyer(s); (iv) a recommended or suggested
127. price or terms the buyer(s) should offer; and (v) a recommended or suggested price or terms the Owner should counter with
128. or accept.

129. Competing Owners: Owner understands that Broker may have or obtain listings on other properties, and that potential buyer(s)
130. may consider, make offers on, or purchase through Broker, property the same as or similar to Owner's Premises. Owner consents
131. to Broker's representation of Owners and buyer(s) of other properties before, during, and upon expiration of this Agreement.

7. BROKER AUTHORITY

132. Broker's Role: Broker is not responsible for the custody or condition of the Premises or its management (except under separate
133. contract), upkeep, or repair.

134. Advertising: Owner agrees to not advertise or market the Premises in any manner without the prior written permission of Broker.

135. Multiple Listing Service (MLS): Broker is authorized to provide any and all information regarding the Premises to any MLS of
136. which Broker is a participant and to publish and disseminate such information in print or electronic form to MLS participants and
137. the general public, including dissemination of the information through Internet Data Exchanges (IDX) and Virtual Office Websites
138. (VOWs). Broker is authorized to report the sale or rental of the Premises and its price, terms and financing for dissemination
139. through the MLS to MLS participants and the general public.

140. The Premises will be listed with the following MLS(s) \_\_\_\_\_

141. \_\_\_\_\_

142. which  DOES  DOES NOT include the MLS for the geographical area in which the Premises is located.

143. All terms of the transaction, including sale price and financing, if applicable, (i) will be provided to the MLS(s); and (ii) may be
144. provided to the MLS even if the Premises is not listed with the MLS(s).

145. Signs: Broker  IS  IS NOT allowed to place Broker's "For Sale" sign or "For Rent" sign in conjunction with any customary
146. sign rider on the Premises, and in the event of a sale, a "Sold" or "Pending" sign, or lease, a "Rented" sign (at Broker's discretion)
147. on the Premises. Seller acknowledges that any public marketing of the premises will require submission to the MLS within one
148. business day.

149. Photos/Video: Broker  IS  IS NOT authorized to place photos, video images/virtual tours of the Premises on the internet and
150. other media, electronic or otherwise, at the sole discretion of Broker. Owner is cautioned to protect items in view.

151. Owner acknowledges that once images are placed on the internet, neither Broker nor Owner has control over who can view
152. such images and what use viewers may make of the images, or how long such images may remain available on the internet.
153. Owner further assigns any rights, if owned, in all images to the Broker and agrees that such images are the property of Broker
154. and that Broker may use such images for advertising, including post sale and for Broker's business in the future.

155. Lockbox/Keysafe: Broker  IS  IS NOT authorized to install a lockbox/keysafe. A lockbox/keysafe is designed to hold a key to
156. the Premises to permit access to the Premises by Broker, cooperating brokers, MLS participants, their authorized licensees and
157. representatives, authorized inspectors, and prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of
158. REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a lockbox/keysafe.

159. Offers: Broker  IS  IS NOT authorized to disclose the existence of offers, which includes the sales price and terms of sale or
160. rent price and terms of lease, on the Premises.

161. Subsequent Purchase or Lease Offers: Broker acknowledges that Owner has the right to accept subsequent offers until the close
162. of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner understands that any subsequent offers
163. accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising
164. from the acceptance of earlier offers.

165. (Check if applicable)  Accept backup offers  Withhold verbal offers  Withhold all offers once Owner accepts a purchase
166. contract or lease agreement for the Premises.

167. Broker will change or maintain the correct MLS Listing status in accordance with the MLS Rules and Regulations and any
168. associated policies.

169. Cancellation: Broker reserves the right to cancel this Agreement unilaterally for cause, which shall include, but is not limited to,
170. Broker's good faith belief that any service requested of Broker or any action undertaken by anyone other than Broker is (or could
171. be determined to be) in violation of any applicable law.

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8. OWNER OBLIGATION

- 172. **Premises Access:** Owner shall provide access to the Premises at reasonable times and upon reasonable notice to allow for showing
- 173. the Premises to prospective buyers and cooperating brokers.
  
- 174. **Security, Insurance, Showings, Audio and Video:** Broker(s) is not responsible for loss of or damage to personal or real property
- 175. or person, whether attributable to use of a key safe/lockbox, a showing of the Premises, or otherwise. Third parties, including, but
- 176. not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of
- 177. the interior of the Premises. Owner agrees to: (i) take reasonable precautions to safeguard and protect valuables that might be
- 178. accessible during showings of the Premises; and (ii) obtain insurance to protect against these risks. Broker does not maintain
- 179. insurance for the Owner's benefit. Persons visiting the Premises may not be aware that they could be recorded by audio or visual
- 180. devices installed by Owner (such as "nanny cams" and hidden security cameras).
  
- 181. Owner is advised to post notice disclosing the existence of security devices on the Premises, if any.
  
- 182. **Adverse Information:** Owner has disclosed to Broker all material latent defects and information concerning the Premises known
- 183. to Owner, including all material information relating to: (i) connection to a public sewer system, septic tank or other sanitation
- 184. system; (ii) the existence of any tax, judgment or other type of lien; (iii) past or present infestation by or treatment for wood-
- 185. destroying pests or organisms; and (iv) past or present repair of the Premises for damage resulting from wood destroying pests
- 186. or organisms. During the term of this Agreement, Owner agrees to continue disclosing to Broker all additional information of the
- 187. type required by the preceding sentence promptly after Owner becomes aware of any such information by updating the Seller's
- 188. Property Disclosure Statement, Residential Lease Owner's Property Disclosure Statement or other written notice.
  
- 189. **Disclosures:** Owner shall provide Broker with accurate information about the Premises. Owner acknowledges that Arizona law
- 190. requires Owner to disclose material (important) facts about the Premises, even if Owner is not asked by the buyer(s) or a real
- 191. estate agent. Owner agrees to provide the following disclosures, if applicable:
  
- 192. **1. Affidavit of Disclosure:** If the Premises is located in an unincorporated area of the county, and five (5) or fewer parcels
- 193. of property other than subdivided property are being transferred, Owner shall deliver a completed Affidavit of Disclosure
- 194. in the form required by law to buyer within five (5) days after purchase contract acceptance.
  
- 195. **2. Disclosure of Lead-Based Paint and Lead-Based Paint Hazards (Sale or Rental):** If the Premises structure was built
- 196. before 1978, federal law requires that Owner provide the buyer or tenant with a lead-based paint disclosure form.
  
- 197. **3. Domestic Water Well Addendum Seller's Property Disclosure Statement:** If the Premises is served by a domestic
- 198. water well, Owner shall deliver a completed Domestic Water Well Addendum to buyer within three (3) days of contract
- 199. acceptance.
  
- 200. **4. Foreign Investment in Real Property Tax Act certificate:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is
- 201. applicable if Owner is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate
- 202. ("Foreign Person"). Owner agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Owner
- 203. is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of the purchase price
- 204. withheld, unless an exception applies. Owner is responsible for obtaining independent legal and tax advice.
  
- 205. **5. H.O.A. Condominium / Planned Community Addendum:** If the Premises is in a residential HOA/Condominium or Planned
- 206. Unit Development, Owner shall complete and return to Broker page 1 of the HOA Addendum.
  
- 207. **6. Insurance Claims History:** Owner shall deliver to buyer a written five (5) year insurance claims history regarding the
- 208. Premises (or a claims history for the length of time Owner has owned the Premises if less than five (5) years) from Owner's
- 209. insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these
- 210. sources, from Owner, within five (5) days after purchase contract acceptance.
  
- 211. **7. Residential Lease Agreement (Lease):** If the Premises is to be sold while subject to a Lease, Owner shall provide a copy
- 212. of the Lease to the Broker.
  
- 213. **8. Residential Lease Owner's Property Disclosure Statement (RLOPDS):** The RLOPDS is designed to protect the Owner
- 214. by disclosing pertinent information regarding the Premises. Owner shall complete and return the RLOPDS to Broker.
  
- 215. **9. Owner's Property Disclosure Statement (SPDS):** The SPDS is designed to protect the Owner by disclosing pertinent
- 216. information regarding the Premises. Owner shall complete and return the SPDS to Broker.
  
- 217. **10. Solar Lease / Solar Loan Assumption Addendum:** If a solar photovoltaic panel system ("Solar System") has been
- 218. installed on the Premises that is subject to a lease or unpaid loan, Owner shall complete and return the Solar Lease/Solar
- 219. Loan Assumption Addendum to Broker.

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Initials >

OWNER	OWNER

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220. Recommendations: If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such recommendations shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement may result in Compensation or fee to Broker. Owner agrees it will not allow mechanic's liens to be recorded against the Premises during the term of this Agreement or at any time prior to close of escrow.

227. Indemnification: Owner hereby expressly releases, holds harmless and indemnifies Broker, all Boards or Associations of REALTORS®, MLS, and all other brokers from any and all liability and responsibility regarding damage or loss arising from any misrepresentation or breach of warranty by Owner in this Agreement, any incorrect information supplied by Owner and any facts concerning the Premises not disclosed or withheld by Owner, including without limitation, any facts known to Owner relating to Adverse Information or latent defects.

(OWNER'S INITIALS REQUIRED) \_\_\_\_\_

9. REMEDIES

233. Alternative Dispute Resolution: Owner and Broker agree to mediate any dispute or claim arising out of or relating to this Agreement. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to resort to court action.

242. Attorney Fees and Costs: The prevailing party in any dispute or claim arising out of or relating to this Agreement shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation: expert witness fees, fees paid to investigators, and arbitration costs.

10. ADDITIONAL TERMS AND CONDITIONS

245. \_\_\_\_\_
246. \_\_\_\_\_
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259. \_\_\_\_\_

260. Assignment: Neither Broker nor Owner may assign any rights or obligations pursuant to this Agreement without the prior written consent of the other, and any attempted assignment without consent shall be void and of no effect.

262. Arizona Law: This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

263. Notice: Unless otherwise provided, delivery of all notices and documentation required or permitted shall be in writing addressed to Owner or Broker as indicated in Sections 11 and 12 and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses are provided herein; (iv) sent by recognized overnight courier service, or (v) sent by U.S. mail, in which case the Notice shall be deemed received when actually received or five (5) days after the notice is mailed, whichever occurs first.

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Initials > [OWNER] [OWNER]

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268. **Days:** All references to days shall be deemed to be calendar days unless otherwise provided.

269. **Copies and Counterparts:** This Agreement may be executed by facsimile or other electronic means and in any number of  
270. counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement.

271. **Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Agreement between Owner and  
272. Broker and shall supersede any other written or oral agreements. Invalidity or unenforceability of one or more provisions of this  
273. Agreement shall not affect any other provisions of this Agreement. The failure to initial any page of this Agreement shall not affect  
274. the validity or terms of this Agreement.

275. **Acceptance:** The undersigned agree to the terms and conditions set forth herein and acknowledges receipt of a copy of this Agreement.

**11. OWNER**

276. \_\_\_\_\_  
 ^ OWNER'S SIGNATURE MO/DAYR ^ OWNER'S SIGNATURE MO/DAYR

277. \_\_\_\_\_  
 ^ OWNER'S PRINTED NAME ^ OWNER'S PRINTED NAME

278. \_\_\_\_\_  
 ^ TELEPHONE ^ TELEPHONE

279. \_\_\_\_\_  
 ^ EMAIL ^ EMAIL

**12. BROKER**

280. Agent is a member of the \_\_\_\_\_ Association/Board of REALTORS® and subscribes to the  
281. REALTOR® Code of Ethics.

282. \_\_\_\_\_  
 ^ AGENT'S SIGNATURE MO/DAYR ^ AGENT'S SIGNATURE MO/DAYR

283. \_\_\_\_\_  
 ^ AGENT'S PRINTED NAME ^ AGENT'S PRINTED NAME

284. \_\_\_\_\_  
 ^ TELEPHONE ^ TELEPHONE

285. \_\_\_\_\_  
 ^ EMAIL ^ EMAIL

**For Broker Use Only:**  
 Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
 MO/DAYR