

VACANT LAND/LOT LISTING CONTRACT EXCLUSIVE RIGHT TO SELL/LEASE

Document:
February 2022



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If subdivided land or unsubdivided land is being sold by a subdivider, i.e., a person who owns 6 or more lots in the same tract/subdivision, a public report will generally be required. Additionally, an Addendum must be executed by the Owner/Seller and buyer if Owner/Seller: (i) has divided the property into 6 or more lots, parcels or fractional interests; (ii) owns or will own 6 or more lots, parcels or fractional interests in a subdivision; or (iii) has caused the property to be divided into 6 or more lots, parcels or fractional interests for the subdivider or for others.

1. PARTIES

1. OWNER/SELLER: _____
2. _____ (“Owner”)
3. BROKER: _____ acting through _____
FIRM NAME
4. _____ (“Broker”)
AGENT’S NAME AGENT’S NAME

2. PROPERTY

5. Owner agrees to sell the real property with all improvements, fixtures, and appurtenances thereon or incidental thereto, if any, plus the personal property described herein (collectively the “Property”).
7. Property Address: _____ Zoning: _____
8. Assessor’s #(s): _____
9. City: _____ County: _____ AZ, Zip Code: _____
10. Legal Description: _____
11. _____
12. _____
13. Legal Description attached

3. LISTING PRICE AND TERMS

14. **Agreement:** This Vacant Land/Lot Listing Contract - Exclusive Right to Sell/Lease (“Agreement”) is between Owner and Broker.
15. In consideration of Broker’s agreement to find a ready, willing, and able purchaser or lessor, Owner gives Broker the exclusive and irrevocable right to: Sell Lease Sell and Lease the Property described above.
17. Owner acknowledges that signing more than one Exclusive Right to Sell/Lease or other form of listing contract for the same Term could expose the Owner to liability for additional commissions.
19. **Price:** The listing price shall be: Sale \$ _____ and Lease \$ _____ per month, plus (in the case of a lease) all applicable lease or rental (transaction privilege) taxes or such other price and terms as are accepted by Owner.
21. **Term:** This Agreement shall commence on _____ and shall expire at 11:59 p.m. Mountain Standard Time on _____ (“Expiration Date”). Upon full execution of a contract for sale or lease of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sale or lease.
24. **Capacity:** Owner or any party that Owner designates to act on their behalf warrants that they have the legal capacity, full power and authority to enter into this Agreement, deliver marketable title to the Property, and consummate the transaction contemplated hereby.
26. **Modification:** This Agreement may be modified only in writing signed by Owner and Broker.
27. **Equal Housing Opportunity:** Broker and Owner shall comply with all federal, state and local fair housing laws and regulations, including, but not limited to, non-discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

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Initials >

OWNER	OWNER

4. COMPENSATION

30. **Compensation for the sale or lease of the Property is not set by any Association/Board of REALTORS® or any Multiple Listing Service. The compensation payable for the sale or lease of the Property is negotiated between Broker and Owner.**
31. **All funds are to be in U.S. currency.**
32. **All funds are to be in U.S. currency.**
33. Owner agrees to compensate Broker and Cooperating Broker(s), if any, as follows:
34. **Retainer:** Broker shall be paid within five (5) days of execution of this Agreement, a non-refundable retainer fee in the amount of
35. \$ _____ payable to Broker for initial consultation, research and other services.
36. **Commissions:** If Broker produces a ready, willing and able purchaser or tenant in accordance with this Agreement, or if a sale or
37. lease of the Property is made by Owner or through any other broker, or otherwise, during the Term of this Agreement, Owner agrees
38. to pay Broker a **TOTAL COMMISSION** of:
39. **Sale:** _____ % of the gross sales price **OR** \$ _____; and
40. **Additional Broker Commission(s):** _____.
41. **Cooperating Brokers (SALE):** Broker intends to cooperate with all other brokers except when not in Owner's best interest, and to
42. offer compensation in the amount of _____ % of the gross purchase price **OR** \$ _____ to a buyer's broker,
43. who represents the interest of the buyer(s), and not the interest of Owner, in a transaction. Any such cooperation shall not increase
44. the total commission payable by Owner.
45. **Lease:** _____ % of the gross lease amount as calculated for the entire term of the initial lease, **OR** \$ _____,
46. upon execution of lease agreement.
47. **Cooperating Brokers (LEASE):** Broker intends to cooperate with all other brokers except when not in Owner's best interest, and to
48. offer compensation in the amount of _____ % of the gross lease amount as calculated for the entire term of the initial lease,
49. **OR** \$ _____ to a tenant's broker who represents the interest of the tenant(s), and not the interest of Owner, in a transaction.
50. Any such cooperation shall not increase the total commission payable by Owner.
51. **Lease Renewal or Extension:** Regardless of whether this Agreement has expired, Owner agrees to pay a commission of _____ %
52. **OR** \$ _____ of the gross lease amount within five (5) days of lease renewal or extension.
53. **Purchase by Tenant:** If during the terms of any lease of the Property, including any renewals or holdovers, or within _____ days
54. after the lease termination, any tenant, or heirs, executors, or assigns shall buy the Property from Owner, the sale commission
55. described in Section 4 shall be deemed earned by and payable to Broker.
56. **Cooperating Broker (Dispute):** In the event a dispute arises between Broker and any Cooperating Broker(s) regarding payment of
57. commission, Owner shall not revoke or seek to amend compensation previously offered. Any compensation dispute between Brokers
58. shall be resolved after the close of escrow in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed.
59. **Withdrawn/Cancelled Listings:** The same amount of sale or lease commission shall be due and payable to Broker if, without the
60. consent of Broker, the Property is withdrawn from this Agreement, otherwise withdrawn from sale or lease, or is rented, transferred,
61. or conveyed by Owner through any other broker or otherwise.
62. **Payment from Escrow or Rent:** Owner instructs the escrow company, if any, to pay all compensation due to Broker by check, wire
63. transfer, or certified funds as a condition to closing or upon cancellation of escrow, and irrevocably assigns to Broker, to the extent
64. necessary, money payable to Owner at the closing or cancellation of escrow. Broker is authorized to deduct compensation owed to
65. Broker from any rent or other monies received by Broker on Owner's behalf.
66. **After Expiration:** After the expiration of this Agreement, the same commissions, as appropriate, shall be payable if a sale or lease is
67. made by Owner to any person to whom the Property has been shown or with whom Owner or any broker has negotiated concerning
68. the Property during the term of this Agreement: (i) within _____ days after the expiration of this Agreement, unless the Property
69. has been listed on an exclusive basis with another broker; (ii) during the pendency, including the closing, of any purchase contract or
70. escrow relating to the Property that was executed or opened during the term of this Agreement; or (iii) as contemplated by Section 4.
71. **Failure to Complete:** If completion of a sale or lease is prevented by default of Owner, or with the consent of Owner, the
72. entire sale or lease commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for any
73. 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
74. commission.

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

5. FIXTURES & PERSONAL PROPERTY

79. **Fixtures and Personal Property:** For purposes of this Agreement, fixtures shall mean property attached/affixed to the Property.
80. Owner agrees that all existing: fixtures on the Property, personal property specified herein, and means to operate fixtures and
81. property (i.e., remote controls) shall convey in this sale or lease. Including the following:
- 82. • cattle guards
 - 83. • domestic water system
 - 84. • electrical (including pedestal)
 - 85. • fencing
 - 86. • gate openers and controls
 - 87. • gates
 - 88. • irrigation systems
 - mailbox
 - outdoor landscaping (i.e. – shrubbery, trees and unpotting plants)
 - plumbing
 - pumps
 - septic system
 - storage sheds
 - timers
 - underground tanks
 - utility meters (including gas and water)
 - water tanks
 - windmills
89. If owned by the Owner, the affixed alternate power system(s) serving the Property (i.e., solar) is included in the sale or rental.
90. Other leased or lien items not included in the sale or lease: _____
91. _____
92. Fixtures not included in the sale or lease: _____
93. _____

6. AGENCY

94. **Owner Representation:** Broker shall represent Owner in any resulting transaction during the term of this Agreement, except
95. as specified in Section 4. Unless otherwise agreed, Broker acts as Owner's agent only and has the duties of loyalty, obedience,
96. disclosure, confidentiality, and accounting (Fiduciary Duties) as well as other duties imposed by the Arizona Department of Real Estate.
97. Owner acknowledges that Broker may show prospective buyers the Property and this shall not constitute a conflict of interest.
98. **Conduct of Brokers:** Regardless of whom they represent, Broker has the obligation to: (i) treat all parties to a transaction fairly; (ii)
99. disclose, in writing, all facts known to the licensee that may materially and adversely affect the consideration to be paid for the Property;
100. and (iii) disclose that Owner or buyer(s) may be unable to perform. REALTORS® are further obligated by the National Association of
101. REALTORS® Code of Ethics to treat all parties honestly.
102. **Limited Representation:** A limited agency may occur when Broker procures a buyer(s) for the Property. In this situation, the same
103. real estate company may represent the Owner's interest and the buyer(s) interest but not to the detriment of the other party. Broker can
104. legally represent both parties with the knowledge and written consent of both parties.
105. **What Broker Cannot Disclose to Clients Under Limited Representation:** (i) confidential information the Broker may know about
106. 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
107. Owner; (iii) the price or terms the buyer(s) is willing to pay without permission of the buyer(s); (iv) a recommended or suggested price or
108. terms the buyer(s) should offer; and (v) a recommended or suggested price or terms the Owner should counter with or accept.
109. **Competing Owners:** Owner understands that Broker may have or obtain listings on other properties, and that potential buyer(s) may
110. consider, make offers on, or purchase through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's
111. representation of Owners and buyer(s) of other properties before, during, and upon expiration of this Agreement.

7. BROKER AUTHORITY

112. **Broker's Role:** Broker is not responsible for the custody or condition of the Property or its management (except under separate
113. contract), upkeep, or repair.
114. **Advertising:** Owner agrees to not advertise or market the Property in any manner without the prior written permission of Broker.
115. **Multiple Listing Service (MLS):** Broker is authorized to provide any and all information regarding the Property to any MLS of which Broker is
116. a participant and to publish and disseminate such information in print or electronic form to MLS participants and the general public, including

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117. dissemination of the information through Internet Data Exchanges (IDX) and Virtual Office Websites (VOWs). Broker is authorized to report the
118. sale or lease of the Property and its price, terms and financing for dissemination through the MLS to MLS participants and the general public.
119. All terms of the transaction, including sales price and financing, if applicable: (i) will be provided to the MLS(s); and (ii) may be provided
120. to the MLS even if the Property is not listed with the MLS(s).
121. **Signs:** Broker IS IS NOT allowed to place Broker's "For Sale" sign or "For Rent" sign in conjunction with any customary sign rider
122. on the Property, and in the event of a sale, a "Sold" or "Pending" sign, or lease, a "Rented" sign (at Broker's discretion) on the Property.
123. Owner acknowledges that any public marketing of the Property will require submission to the MLS within one business day.
124. **Photos/Video:** Owner DOES DOES NOT authorize Broker to place photos, video images/virtual tours of the Property on the
125. internet and other electronic and on-line media platforms. If authorized by Owner to do so, such marketing will be performed at the
126. sole discretion of Broker. Owner is cautioned to protect items in view.
127. Owner acknowledges that once images are placed on the internet, neither Broker nor Owner has control over who can view such
128. images and what use viewers may make of the images, or how long such images may remain available on the internet. Owner
129. further assigns any rights in all images, if owned, to the Broker and agrees that such images are the property of Broker and that
130. Broker may use such images for advertising, including post sale and for Broker's business in the future.
131. **Lockbox/Keysafe:** Broker IS IS NOT authorized to install a lockbox/keysafe. A lockbox/keysafe is designed to hold a key
132. to the Property to permit access to the Property by Broker, Cooperating Brokers, MLS participants, their authorized licensees and
133. representatives, authorized inspectors, and prospective buyers. Broker, Cooperating Brokers, MLS and Associations/Boards of
134. REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a lockbox/keysafe.
135. **Offers:** Broker IS IS NOT authorized to disclose the existence of offers. Broker IS IS NOT authorized to disclose the
136. terms of offers with other offerors which may include the price and terms for a sale or lease.
137. **Subsequent Purchase or Lease Offers:** Broker acknowledges that Owner has the right to accept subsequent offers until the close
138. of escrow in the case of a sale or until possession by a lessor of the Property in the case of a lease. Owner understands that any
139. subsequent offers accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts
140. arising from the acceptance of earlier offers.
141. Broker may (Check if applicable) Accept backup offers Withhold verbal offers Withhold all offers once Owner accepts
142. a purchase or lease contract for the Property.
143. Broker will change or maintain the correct MLS Listing status in accordance with the MLS Rules and Regulations and any
144. associated policies.
145. **Cancellation:** Broker reserves the right to cancel this Agreement unilaterally for cause, which shall include, but is not limited to,
146. Broker's good faith belief that any service requested of Broker or any action undertaken by anyone other than Broker is (or could be
147. determined to be) in violation of any applicable law.

8. OWNER OBLIGATIONS

148. **Property Access:** Owner shall provide access to the Property at reasonable times and upon reasonable notice to allow for showing the
149. Property to prospective buyers and Cooperating Brokers.
150. **Security, Insurance, Showings, Audio and Video:** Broker(s) is not responsible for loss of or damage to personal or real property or person,
151. whether attributable to use of a lockbox/keysafe, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers,
152. inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of the Property. Owner agrees: (i) to take
153. reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance
154. to protect against these risks. Broker does not maintain insurance for the Owner's benefit. Persons visiting the Property may not be aware that
155. they could be recorded by audio or visual devices installed by Owner (such as "nanny cams" and hidden security cameras).
156. Owner is advised to post notice disclosing the existence of security devices on the Property, if any.
157. **Adverse Information:** Owner has disclosed to Broker all material latent defects and information concerning the Property known to
158. Owner, including all material information relating to: (i) connection to a public sewer system, septic tank or other sanitation system;
159. (ii) the existence of any tax, judgment or other type of lien; (iii) past or present infestation by or treatment for wood-destroying
160. pests or organisms; (iv) past or present repair of the Property for damage resulting from wood destroying pests or organisms;
161. (v) easements/right of way; and (vi) environmental information. During the term of this Agreement, Owner agrees to continue disclosing
162. to Broker all additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such
163. information by updating the Vacant Land/Lot Seller's Property Disclosure Statement or other written notice.

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164. **Public Report:** If the Property is located in a subdivision:
165. A. Have you and/or any entity in which you have a financial interest ever owned six or more lots in this subdivision? Yes No
166. B. If Yes to A, Owner has applied for and been issued an approved Public Report Yes No
167. **Disclosures:** Owner shall provide Broker with accurate information about the Property. Owner acknowledges that Arizona law
168. requires Owner to disclose material (important) facts about the Property, even if Owner is not asked by the buyer(s) or a real estate
169. agent. Owner agrees to provide the following disclosures, if applicable:
170. **1. Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five (5) or fewer parcels of property
171. other than subdivided property are being transferred, Owner shall deliver a completed Affidavit of Disclosure in the form required by
172. law to buyer within five (5) days after contract acceptance.
173. **2. Domestic Water Well/Water Use Addendum Seller's Property Disclosure Statement:** If the Property is served by a domestic water well,
174. Owner shall deliver a completed SPDS to buyer within five (5) days after contract acceptance.
175. **3. Shared Well Agreement:** If the Property is served by a shared well, Owner shall deliver a copy of the shared well agreement to buyer within
176. five (5) days after contract acceptance.
177. **4. Environmental Disclosure:** Owner shall disclose any and all information wherein Owner has caused or permitted the generation,
178. storage, treatment, release or disposal of any hazardous waste or regulated substances at the Property.
179. **5. Foreign Investment in Real Property Tax Act certificate:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is
180. applicable if Owner is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate
181. ("Foreign Person"). Owner agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Owner is a
182. Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of the purchase price withheld,
183. unless an exception applies. Owner is responsible for obtaining independent legal and tax advice.
184. **6. H.O.A. Condominium / Planned Community Addendum:** If the Property is in a residential HOA/Condominium or Planned Unit
185. Development, Owner shall complete and return to Broker page 1 of the HOA Addendum.
186. **7. Architectural Design Guidelines:** If the Property is subject to Architectural Design Guidelines, Owner shall deliver a copy to buyer.
187. **8. Road and/or Gate Maintenance Agreement:** Owner shall provide to buyer, within five (5) days after contract acceptance, a copy
188. of any known road and/or gate maintenance agreement affecting the Property.
189. **9. Survey:** Owner shall deliver a copy of any and all survey(s) relating to the Property in Owner's possession to buyer.
190. **10. Site Soil Evaluation:** If Owner has a site soil evaluation that is acceptable to the county the Property is located in, Owner shall
191. provide a copy to the buyer.
192. **11. Vacant Land/Lot Lease Agreement (Lease):** If the Property is to be sold while subject to a Lease, Owner shall provide a copy of
193. the Lease to the Broker.
194. **12. Vacant Land/Lot Seller's Property Disclosure Statement (VLSPDS):** The VLSPDS is designed to protect the Owner by
195. disclosing pertinent information regarding the Property. Owner shall complete and return the SPDS to Broker.
196. **13. Agricultural Foreign Investment Disclosure Act:** Owner and buyer shall comply with the Agricultural Foreign Investment
197. Disclosure Act and make the required disclosures to the U.S. Department of Agriculture.
198. **Recommendations:** If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser,
199. lender, inspection company or warranty company or any other person or entity to Owner for any purpose, such recommendations
200. shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any
201. contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent
202. investigation and evaluation. Owner understands that said contractual arrangement may result in Compensation or fee to Broker.
203. Owner agrees it will not allow mechanic's liens to be recorded against the Property during the term of this Agreement or at any time
204. prior to close of escrow.
205. **Indemnification:** Owner hereby expressly releases, holds harmless and indemnifies Broker, all Boards or Associations of
206. REALTORS®, MLS, and all other brokers from any and all liability, damages, and responsibility regarding damage or loss arising
207. from any misrepresentation or breach of warranty by Owner in this Agreement, any incorrect information supplied by Owner and any

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208. facts concerning the Property not disclosed or withheld by Owner, including without limitation, any facts known to Owner relating to
209. Adverse Information or latent defects, or any injury or damage to persons or property in connection with the marketing or showing of
210. the Property.

211. (OWNER'S INITIALS REQUIRED) _____

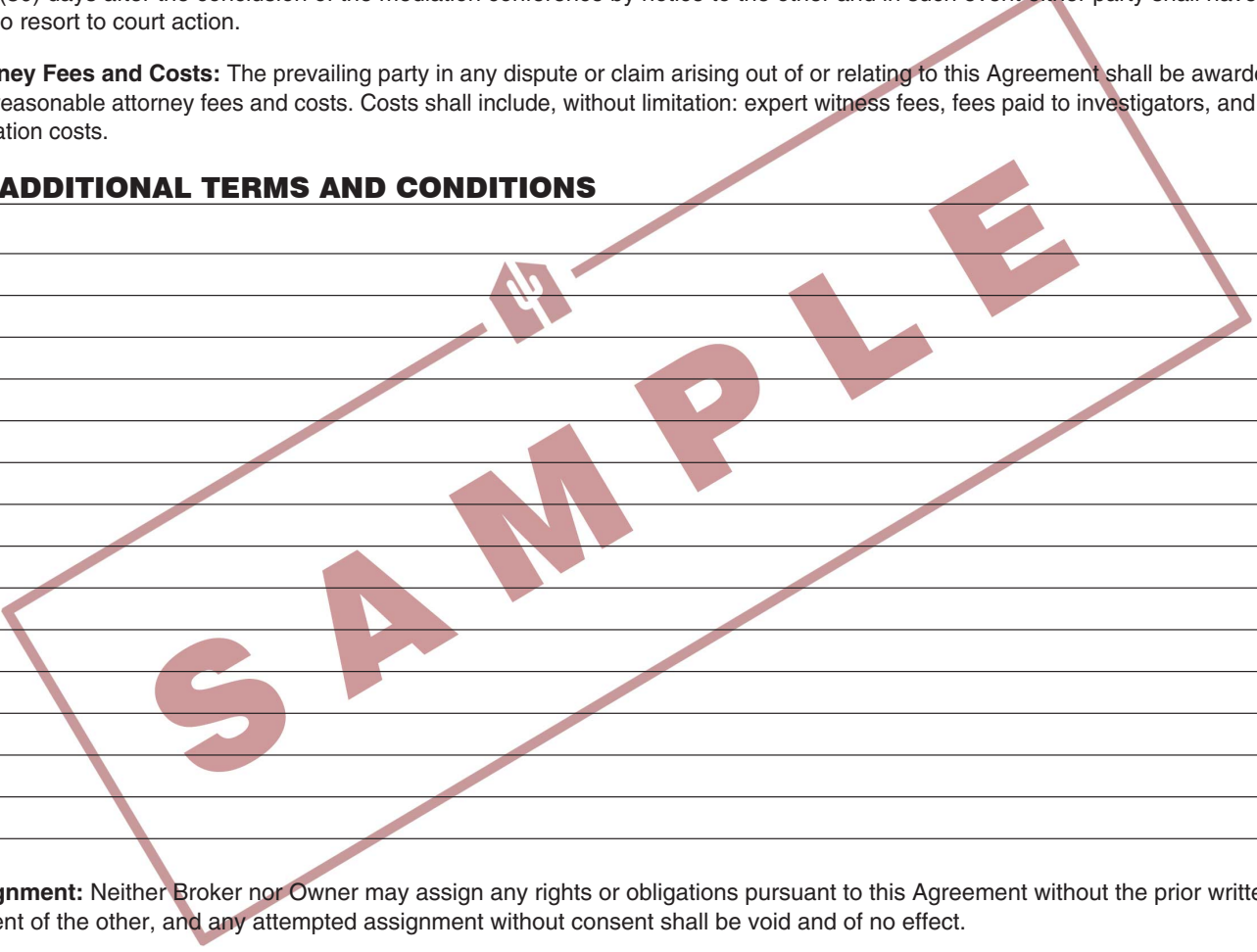
9. REMEDIES

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

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

10. ADDITIONAL TERMS AND CONDITIONS

224. _____
225. _____
226. _____
227. _____
228. _____
229. _____
230. _____
231. _____
232. _____
233. _____
234. _____
235. _____
236. _____
237. _____
238. _____



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

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

242. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted shall be in writing addressed
243. to Owner or Broker as indicated in Sections 11 and 12 and deemed delivered and received when: (i) hand-delivered; (ii) sent via
244. facsimile transmission; (iii) sent via electronic mail, if email addresses are provided herein; (iv) sent by recognized overnight courier
245. 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
246. notice is mailed, whichever occurs first.

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

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Initials>

OWNER	OWNER

Vacant Land/Lot Listing Contract - Exclusive Right to Sell/Lease

248. **Copies and Counterparts:** This Agreement may be executed by facsimile or other electronic means and in any number of
249. counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement.
250. **Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Agreement between Owner and Broker and
251. shall supersede any other written or oral agreements. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect
252. any other provisions of this Agreement. The failure to initial any page of this Agreement shall not affect the validity or terms of this Agreement.
253. **Acceptance:** The undersigned agree to the terms and conditions set forth herein and acknowledge receipt of a copy of this Agreement.

11. OWNER

254. _____ MO/DA/YR _____ MO/DA/YR
^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE ^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE
255. _____
^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME ^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME
256. _____
^ ADDRESS ^ ADDRESS
257. _____
^ CITY, STATE, ZIP CODE ^ CITY, STATE, ZIP CODE
258. _____
^ TELEPHONE ^ TELEPHONE
259. _____
^ EMAIL ^ EMAIL

12. BROKER

260. Agent is a member of the _____ Association/Board of REALTORS® and subscribes to the
261. REALTOR® Code of Ethics.
262. _____ MO/DA/YR _____ MO/DA/YR
^ AGENT'S SIGNATURE ^ AGENT'S SIGNATURE
263. _____
^ AGENT'S PRINTED NAME ^ AGENT'S PRINTED NAME
264. _____
^ PRINT FIRM NAME ^ PRINT FIRM NAME
265. _____
^ TELEPHONE ^ TELEPHONE
266. _____
^ EMAIL ^ EMAIL

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

OWNER	OWNER