

Residential Listing Contract - Exclusive Right to Sell/Rent >>

162. **Multiple Listing Service (MLS):** MLSs are databases through which broker participants share information about
 163. properties available for sale or lease (Listings) with other broker participants. Public MLS Marketing provides broad
 164. exposure of the Premises by distributing information about the Premises through MLS(s) where the Listing Broker
 165. participates, thereby making the Listing viewable to: (i) MLS brokers; (ii) consumers using MLS brokers' websites; and
 166. (iii) the general public accessing real estate websites (Public MLS Marketing).

~~Listing Broker is authorized to provide any and all information regarding the Premises to any MLS of which Listing 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).~~

167. **Owner Choice on Public MLS Marketing:** Owner **■ DOES ■ DOES NOT** authorize Listing Broker to Publicly MLS Market the
 168. Premises. If Owner DOES NOT authorize Listing Broker to Publicly MLS Market the Premises, Listing Broker and Owner will
 169. complete an addendum describing Owner's decision on how to market the Premises. AAR's Owner's Delayed or Limited Marketing
 170. Election Addendum form is available for this purpose.

171. Listing Broker is authorized to report the sale or rental of the Premises and its
 172. price, terms and financing for dissemination through the MLS to MLS participants and the general public.

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

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

179. **Photos/Video:** Owner **■ DOES ■ DOES NOT** authorize Listing Broker to place photos, video images/virtual tours of
 180. the Premises on the internet and other media, electronic and on-line media platforms. If authorized by Owner to do so,
 181. such marketing will be performed at the sole discretion of Listing Broker. Owner is cautioned to protect items in view.

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

187. **Lockbox/Keysafe:** Listing Broker **■ IS ■ IS NOT** authorized to install a lockbox/keysafe. A lockbox/keysafe is
 188. designed to hold a key to the Premises to permit access to the Premises by Listing Broker, cooperating brokers, MLS
 189. participants, their authorized licensees and representatives, authorized inspectors, and prospective buyers. Listing
 190. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft,
 191. loss, vandalism or damage attributed to the use of a lockbox/keysafe. If Premises is rented, Owner must comply with
 192. providing proper notice to tenant(s) pursuant to Arizona law.

193. **Offers:** Listing Broker **■ IS ■ IS NOT** authorized to disclose the existence of offers, which includes the sales price
 194. and terms of sale or rent price and terms of lease, on the Premises.

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

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

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

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

8. OWNER OBLIGATION

206. **Premises Access:** Owner shall provide access to the Premises at reasonable times and upon reasonable notice to