



Last year, the Arizona REALTORS® released to the Multiple Listing Services (MLSs) in Arizona standardized Residential Listing Agreements for each of the MLSs to use if they so choose. Following the release of the Residential Listing Agreements, a request was submitted to the Arizona REALTORS® Risk Management Committee for the Arizona REALTORS® to additionally draft Vacant Land/Lot Listing Agreements for release to the MLSs for their consideration.

As a result of that request, by way of a Workgroup chaired by Beth Adams[1], the Arizona REALTORS® drafted the following NEW forms: (1) **Vacant Land/Lot Listing Contract Exclusive Right to Sell/Lease**; and (2) **Vacant Land/Lot Listing Contract Exclusive Agency** (collectively “Listing Agreements”).

The Listing Agreements were provided to each MLS on February 1, 2022. Like the Residential Listing Agreements, the MLSs use of the forms is not mandatory, meaning each MLS can decide for itself if and when to adopt the forms. Please, therefore, contact your MLS to confirm whether it has elected to adopt the new forms. 📩

[1] Beth Adams would like to thank the valuable contributions made by the following members of the Workgroup: Jan Leighton, Lori Doerfler, Lisa Paffrath, Clark Jones, Bill Johnson, Rick Sack, Andrew Castillo, Paul Kriewall, Dan Arnold, Travis Bard, and Elise Harron. The Workgroup was assisted by Arizona REALTORS® staff members Nikki Salgat, Jan Steward, and Jamilla Brandt.

This article is of a general nature and reflects only the opinion of the author at the time it was drafted. It is not intended as definitive legal advice, and you should not act upon it without seeking independent legal counsel

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VACANT LAND/LOT LISTING CONTRACT EXCLUSIVE AGENCY

Document: February 2022

ARIZONA REALTORS REAL ESTATE PROFESSIONAL BOARD

The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.

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: _____ ("Owner")
 2. _____ acting through

3. BROKER: _____ FIRM NAME _____ ("Broker")
 4. _____ AGENT'S NAME _____ AGENT'S NAME _____ ("Broker")

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").
 6. _____ Zoning: _____
 7. Property Address: _____
 8. Assessor's #(s): _____ AZ, Zip Code: _____
 9. City: _____ County: _____
 10. Legal Description: _____
 11. _____
 12. _____
 13. Legal Description attached

3. LISTING PRICE AND TERMS

14. **Agreement:** This Vacant Land/Lot Listing Contract - Exclusive Agency ("Agreement") is between Owner and Broker. In consideration of Broker's agreement to find a ready, willing, and able purchaser or lessee, Owner gives Broker the exclusive and irrevocable right to: Sell Lease Sell and Lease the Property described above.
 15. Owner acknowledges that signing more than one Exclusive Agency or other form of listing contract for the same Term could expose the Owner to liability for additional commissions.
 16. **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.
 17. **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.
 18. **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.
 19. **Modification:** This Agreement may be modified only in writing signed by Owner and Broker.
 20. **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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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: _____ ("Owner")
 2. _____ acting through

3. BROKER: _____ FIRM NAME _____ ("Broker")
 4. _____ AGENT'S NAME _____ AGENT'S NAME _____ ("Broker")

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").
 6. _____ Zoning: _____
 7. Property Address: _____
 8. Assessor's #(s): _____ AZ, Zip Code: _____
 9. City: _____ County: _____
 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. In consideration of Broker's agreement to find a ready, willing, and able purchaser or lessee, Owner gives Broker the exclusive and irrevocable right to: Sell Lease Sell and Lease the Property described above.
 15. 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.
 16. **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.
 17. **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.
 18. **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.
 19. **Modification:** This Agreement may be modified only in writing signed by Owner and Broker.
 20. **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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