

RESIDENTIAL LISTING CONTRACT EXCLUSIVE RIGHT TO SELL/RENT

DRAFT



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1. PARTIES

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

2. PROPERTY

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

3. LISTING PRICE AND TERMS

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

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Initials >

OWNER	OWNER

4. COMPENSATION

30. LISTING BROKER COMPENSATION IS NOT SET BY LAW, ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN AS NEGOTIATED BETWEEN LISTING BROKER AND OWNER IN THIS AGREEMENT. SHOULD THE OWNER CHOOSE TO OFFER COMPENSATION TO A BUYER'S OR TENANT'S BROKER, THE OFFERED AMOUNT IS ALSO NEGOTIABLE AND AGREED UPON AFTER DISCUSSION WITH THE LISTING BROKER.

34. (OWNER'S INITIALS REQUIRED) _____ / _____

35. 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. All funds are to be in U.S. currency.

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

39. (Check if applicable) Retainer: Seller agrees to pay Listing Broker a non-refundable retainer fee in the amount of \$ _____ within five (5) days or _____ of execution of this Agreement, for initial consultation, research and other services. This fee shall shall not be credited against the Listing Broker compensation.

42. Commissions Listing Broker Compensation: If Listing 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 Listing Broker compensation a TOTAL COMMISSION of:

45. SALE: _____ % of the full purchase prices gross sales price OR \$ _____; and

46. Additional Listing Broker compensation and reimbursement commission(s): _____

47. Unrepresented Buyer: Owner agrees to pay Listing Broker additional compensation of _____ % of the full purchase price OR \$ _____ if the buyer of the Premises is not represented by a buyer's broker.

49. Buyer Brokers (SALE): Owner chooses to advertise an offer of compensation to a prospective buyer's broker in the amount of _____ % of the full purchase price OR \$ _____ ("Buyer Broker Offer Amount"). Based on the advertised offer of compensation, Owner authorizes Listing Broker to enter into an agreement to compensate a prospective buyer's broker if they represent a buyer who purchases the Premises. In such circumstances, Owner shall reimburse Listing Broker the amount paid to the buyer's broker pursuant to the compensation agreement, up to the Buyer Broker Offer Amount.

54. Owner acknowledges that buyer's broker represents the interest of the buyer(s), and not the interest of Owner, in a transaction. Owner also acknowledges that the buyer's broker may credit part, or all, of their compensation to the buyer.

56. 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.

60. RENTAL: _____ % of the gross rental amount as calculated for the entire term of the initial lease OR \$ _____, upon execution of lease agreement.

62. Additional Listing Broker compensation and reimbursement:

63. Unrepresented Tenant: Owner agrees to pay Listing Broker additional compensation of _____ % of the gross rental amount as calculated for the entire term of the initial lease OR \$ _____ if the tenant of the Premises is not represented by a tenant's broker.

65. Tenant Brokers (RENTAL): Owner chooses to advertise an offer of compensation to a prospective tenant's broker in the amount of _____ % of the gross rental amount as calculated for the entire term of the initial lease OR \$ _____ ("Tenant Broker Offer Amount"). Based on the advertised offer of compensation, Owner authorizes Listing Broker to enter into an agreement to compensate a prospective tenant's broker if they represent a tenant who leases the Premises. In such circumstances, Owner shall reimburse Listing Broker the amount paid to the tenant's broker pursuant to the compensation agreement, up to the Tenant Broker Offer Amount.

71. Owner acknowledges that tenant's broker represents the interest of the tenant(s), and not the interest of Owner, in a transaction. Owner also acknowledges that the tenant's broker may credit part, or all, of their compensation to the tenant.

73. 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.

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

- 77. **Rental Renewal or Extension:** Regardless of whether this Agreement has expired, Owner agrees to pay Listing Broker compensation
- 78. ~~a commission~~ of _____% OR \$_ of the gross rental amount within (five) 5-days of rental renewal or extension.
- 79. **Purchase by Tenant:** If during the terms of any rental of the Premises, including any renewals or holdovers, or within _____ days
- 80. after the rental's termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the sale compensation
- 81. ~~commission~~ described in Section 4 shall be deemed earned by and payable to Listing Broker.
- 82. **Cooperating Broker (dispute):** In the event a dispute arises between Listing Broker and any ~~Cooperating B~~ other broker(s) regarding
- 83. payment of ~~commission~~ compensation, Owner shall not revoke or seek to amend compensation previously offered. Any compensation
- 84. dispute between Brokers shall be resolved after the close of escrow in accordance with the REALTORS® Dispute Resolution System, or as
- 85. otherwise agreed.
- 86. **Withdrawn/Cancelled Listings:** The same amount of sale or rental ~~commission~~ compensation shall be due and payable to Listing Broker
- 87. if, without the consent of Listing Broker, the Premises is withdrawn from this Agreement, otherwise withdrawn from sale or rental, or is
- 88. rented, transferred, or conveyed by Owner through any other broker or otherwise.
- 89. **Payment from Escrow or Rent:** Owner instructs the escrow company, if any, to pay all such compensation to Listing Broker by check,
- 90. wire transfer, or certified funds as a condition to closing or upon cancellation of the escrow, and irrevocably assigns to Listing Broker, to the
- 91. extent necessary, money payable to Owner at the closing or cancellation of escrow. Listing Broker is authorized to deduct compensation
- 92. owed to Listing Broker from any rent or other monies received by Listing Broker on Owner's behalf.
- 93. **After Expiration:** After the expiration of this Agreement, the same ~~commissions~~ compensation, as appropriate, shall be payable if a sale or
- 94. rental is made by Owner to any person to whom the Premises has been shown or with whom Owner or any broker has negotiated
- 95. concerning the Premises during the term of this Agreement: (i) within _____ days after the expiration of this Agreement, unless the
- 96. Premises has been listed on an exclusive basis with another broker; (ii) during the pendency, including the closing, of any purchase
- 97. contract or escrow relating to the Premises that was executed or opened during the term of this Agreement; or (iii) as contemplated by
- 98. Section 4.
- 99. **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
- 100. or rental ~~commission~~ compensation, as appropriate, shall be paid to Listing Broker by Owner. If any earnest deposit is forfeited for any other
- 101. 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~~ compensation.
- 102. **Construction:** To the maximum extent permitted by applicable law, this Agreement shall be construed as limiting applicable
- 103. provisions of law relating to when ~~commissions~~ compensation are earned or payable. In the event of any express disagreement between
- 104. any provision of this Agreement and the requirements of applicable law, the applicable provision of this Agreement shall be deemed as
- 105. modified to the minimum extent necessary to ensure compliance with applicable law.

5. FIXTURES & PERSONAL PROPERTY

106. **Fixtures and Personal Property:** For purposes of this Agreement, fixtures shall mean property attached/affixed to the Premises. 107. Owner agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and 108. property (i.e., remote controls) shall convey in this sale or rental. Including the following:

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

118. If owned by Owner, the following items also are included in this sale or rental:

- 119. • affixed alternate power systems serving the Premises (i.e., solar)
- 120. • in-ground pool and spa/hot tub equipment and covers (including any mechanical or other cleaning systems)
- 121. • security and/or fire systems and/or alarms
- water purification systems
- water softeners

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Initials>

OWNER	OWNER

122. **Additional Existing Personal Property Which may be Included in this Sale (if checked):**
123. refrigerator(s) (description): _____
124. washer(s) (description): _____
125. dryer(s) (description): _____
126. above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): _____
99. _____
100. other: _____
101. Additional items of personal property which may be included in the sale or rental: _____
102. _____
103. **Leased or Not Owned Items:** The following items are leased or not owned by Owner (if checked):
104. solar system alarm system propane tank water softener
105. Other leased or lien items not included in the sale or rental: _____
106. _____
107. _____
108. Fixtures not included in the sale or rental: _____
109. _____

6. AGENCY

110. **Owner Representation:** Listing Broker shall represent Owner in any resulting transaction during the term of this Agreement, except
111. as specified in Section 4. Unless otherwise agreed, Listing Broker acts as Owner's agent only and has the duties of loyalty, obedience,
112. disclosure, confidentiality, and accounting (Fiduciary Duties) as well as other duties imposed by the Arizona Department of Real
113. Estate. Owner acknowledges that Listing Broker may show prospective buyers the Premises and this shall not constitute a conflict of interest.
114. **Conduct of Brokers:** Regardless of whom they represent, all brokers have the obligation to: (i) treat all parties to a transaction fairly;
115. (ii) disclose, in writing, all facts known to the licensee that may materially and adversely affect the consideration to be paid for the
116. Premises; and (iii) disclose that Owner or buyer(s) may be unable to perform. REALTORS® are further obligated by the National
117. Association of REALTORS® Code of Ethics to treat all parties honestly.
118. **Limited Representation (Dual Agency):** A limited agency may occur when Listing Broker procures a buyer(s) for the Premises. In this
119. situation, the same real estate company may represent the Owner's interest and the buyer's interest but not to the detriment of the
120. other party. Listing Broker can legally represent both parties with the knowledge and prior written consent of both parties.
121. **What Listing Broker Cannot Disclose to Clients Under Limited Representation:** (i) confidential information the Listing Broker may
122. know about a client, without the client's express consent; (ii) the price or terms the Owner will take other than the Price without permission
123. of the 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
125. or terms the buyer(s) should offer; and (v) a recommended or suggested price or terms the Owner should counter with or accept.
126. **Competing Owners:** Owner understands that Listing Broker may have or obtain listings on other properties, and that potential buyer(s)
127. may consider, make offers on, or purchase through Listing Broker, property the same as or similar to Owner's Premises. Owner consents
128. to Listing Broker's representation of Owners and buyer(s) of other properties before, during, and upon expiration of this Agreement.

7. BROKER AUTHORITY

129. **Listing Broker's Role:** Listing Broker is not responsible for the custody or condition of the Premises or its management (except under
130. separate contract), upkeep, or repair.
131. **Advertising:** Owner agrees not to advertise or market the Premises in any manner without the prior written permission of Broker.
132. **Multiple Listing Service (MLS):** Listing Broker is authorized to provide any and all information regarding the Premises to any MLS of
133. which Listing Broker is a participant and to publish and disseminate such information in print or electronic form to MLS participants and
134. the general public, including dissemination of the information through Internet Data Exchanges (IDX) and Virtual Office Websites
135. (VOWs). Listing Broker is authorized to report the sale or rental of the Premises and its price, terms and financing for dissemination
136. through the MLS to MLS participants and the general public.
137. All terms of the transaction, including sale price and financing, if applicable, (i) will be provided to the MLS(s); and (ii) may be
138. provided to the MLS even if the Premises is not listed with the MLS(s).
139. **Signs:** Listing Broker IS IS NOT allowed to place Listing Broker's "For Sale" sign or "For Rent" sign in conjunction with any
140. customary sign rider on the Premises, and in the event of a sale, a "Sold" or "Pending" sign, or lease, a "Rented" sign (at Listing Broker's
141. discretion) on the Premises. Seller acknowledges that any public marketing of the premises will require submission to the MLS within
142. one business day.
143. **Photos/Video:** Owner DOES DOES NOT authorize Listing Broker to place photos, video images/virtual tours of the Premises on
144. the internet and other electronic and on-line media platforms. If authorized by Owner to do so, such marketing will be performed at

145. the sole at the sole discretion of Listing Broker. Owner is cautioned to protect items in view.
146. Owner acknowledges that once images are placed on the internet, neither Listing Broker nor Owner has control over who can view
147. such images and what use viewers may make of the images, or how long such images may remain available on the internet.
148. Owner further assigns any rights in all images, if owned, to the Listing Broker and agrees that such images are the property of Listing
149. Broker and that Listing Broker may use such images for advertising, including post sale and for Listing Broker's business in the future.
150. **Lockbox/Keysafe:** Listing Broker IS IS NOT authorized to install a lockbox/keysafe. A lockbox/keysafe is designed to hold a key
151. to the Premises to permit access to the Premises by Listing Broker, cooperating brokers, MLS participants, their authorized licensees
152. and representatives, authorized inspectors, and prospective buyers. Listing Broker, cooperating brokers, MLS and Associations/Boards
153. of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a lockbox/keysafe. If
154. Premises is rented, Owner must comply with providing proper notice to tenant(s) pursuant to Arizona law.
155. **Offers:** Listing Broker IS IS NOT authorized to disclose the existence of offers, which includes the sales price and terms of sale or
156. rent price and terms of lease, on the Premises.
157. **Subsequent Purchase or Lease Offers:** Listing Broker acknowledges that Owner has the right to accept subsequent offers until the
158. close 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
159. accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising from
160. the acceptance of earlier offers.
161. (Check if applicable) **Accept backup offers** **Withhold verbal offers** **Withhold all offers** once Owner accepts a purchase
162. contract or lease agreement for the Premises.
163. Listing Broker will change or maintain the correct MLS Listing status in accordance with the MLS Rules and Regulations and any
164. associated policies.
165. **Cancellation:** Listing Broker reserves the right to cancel this Agreement unilaterally for cause, which shall include, but is not limited to,
166. Listing Broker's good faith belief that any service requested of Listing Broker or any action undertaken by anyone other than Listing
167. Broker is (or could be determined to be) in violation of any applicable law.

8. OWNER OBLIGATION

168. **Premises Access:** Owner shall provide access to the Premises at reasonable times and upon reasonable notice to allow for showing
169. the Premises to prospective buyers and cooperating brokers.
170. **Security, Insurance, Showings, Audio and Video:** Broker(s) is not responsible for loss of or damage to personal or real property
171. or person, whether attributable to use of a keysafe/lockbox, a showing of the Premises, or otherwise. Third parties, including,
172. but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs
173. of the interior of the Premises. Owner agrees to: (i) take reasonable precautions to safeguard and protect valuables that might
174. be accessible during showings of the Premises; and (ii) obtain insurance to protect against these risks. Broker does not maintain
175. insurance for the Owner's benefit. Persons visiting the Premises may not be aware that they could be recorded by audio or visual
176. devices installed by Owner (such as "nanny cams" and hidden security cameras).
177. Owner is advised to post notice disclosing the existence of security devices on the Premises, if any.
178. **Adverse Information:** Owner has disclosed to Listing Broker all material latent defects and information concerning the Premises
179. known to Owner, including all material information relating to: (i) connection to a public sewer system, septic tank or other sanitation
180. system; (ii) the existence of any tax, judgment or other type of lien; (iii) past or present infestation by or treatment for wood-
181. destroying pests or organisms; and (iv) past or present repair of the Premises for damage resulting from wood destroying pests
182. or organisms. During the term of this Agreement, Owner agrees to continue disclosing to Listing Broker all additional information of the
183. type required by the preceding sentence promptly after Owner becomes aware of any such information by updating the Seller's
184. Property Disclosure Statement, Residential Lease Owner's Property Disclosure Statement or other written notice.
185. **Disclosures:** Owner shall provide Listing Broker with accurate information about the Premises. Owner acknowledges that Arizona law
186. requires Owner to disclose material (important) facts about the Premises, even if Owner is not asked by the buyer(s) or a real
187. estate agent. Owner agrees to provide the following disclosures, if applicable:
188. **1. Affidavit of Disclosure:** If the Premises is located in an unincorporated area of the county, and five (5) or fewer parcels of
189. property other than subdivided property are being transferred, Owner shall deliver a completed Affidavit of Disclosure in
190. the form required by law to buyer within five (5) days after purchase contract acceptance.
191. **2. Disclosure of Lead-Based Paint and Lead-Based Paint Hazards (Sale or Rental):** If the Premises structure was built
192. before 1978, federal law requires that Owner provide the buyer or tenant with a lead-based paint disclosure form.
193. **3. Domestic Water Well Addendum Seller's Property Disclosure Statement:** If the Premises is served by a domestic water
194. well, Owner shall deliver a completed Domestic Water Well Addendum to buyer within three (3) days of contract acceptance.
195. **4. Foreign Investment in Real Property Tax Act certificate:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is
196. applicable if Owner is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate
197. ("Foreign Person"). Owner agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Owner

- 198. is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of the purchase price
- 199. withheld, unless an exception applies. Owner is responsible for obtaining independent legal and tax advice.
- 200. **5. H.O.A. Condominium / Planned Community Addendum:** If the Premises is in a residential HOA/Condominium or Planned
- 201. Unit Development, Owner shall complete and return to Listing Broker page 1 of the HOA Addendum.
- 202. **6. Insurance Claims History:** Owner shall deliver to buyer a written five (5) year insurance claims history regarding the
- 203. Premises (or a claims history for the length of time Owner has owned the Premises if less than five (5) years) from Owner's
- 204. insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these
- 205. sources, from Owner, within five (5) days after purchase contract acceptance.
- 206. **7. Residential Lease Agreement (Lease):** If the Premises is to be sold while subject to a Lease, Owner shall provide a copy
- 207. of the Lease to the Listing Broker.
- 208. **8. Residential Lease Owner's Property Disclosure Statement (RLOPDS):** The RLOPDS is designed to protect the Owner
- 209. by disclosing pertinent information regarding the Premises.
- 210. **9. Seller's Property Disclosure Statement (SPDS):** The SPDS is designed to protect the Owner by disclosing pertinent
- 211. information regarding the Premises. Owner shall complete and return the SPDS to Listing Broker.
- 212. **10. Solar Lease / Solar Loan Assumption Addendum:** If a solar photovoltaic panel system ("Solar System") has been installed
- 213. on the Premises that is subject to a lease or unpaid loan, Owner shall complete and return the Solar Lease / Solar Loan
- 214. Assumption Addendum to Listing Broker.
- 215. **Recommendations:** If Listing Broker recommends a builder, contractor, escrow company, title company, pest control service,
- 216. appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such
- 217. recommendations shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to
- 218. enter into any contractual arrangement with any such person or entity recommended by Listing Broker will be based solely upon such
- 219. independent investigation and evaluation. Owner understands that said contractual arrangement may result in Compensation
- 220. or fee to Listing Broker. Owner agrees it will not allow mechanic's liens to be recorded against the Premises during the term of this
- 221. Agreement or at any time prior to close of escrow.
- 222. **Indemnification:** Owner hereby expressly releases, holds harmless and indemnifies Listing Broker, all Boards or Associations of
- 223. REALTORS®, MLS, and all other brokers from any and all liability and responsibility regarding damage or loss arising from any
- 224. misrepresentation or breach of warranty by Owner in this Agreement, any incorrect information supplied by Owner and any facts
- 225. concerning the Premises not disclosed or withheld by Owner, including without limitation, any facts known to Owner relating to
- 226. Adverse Information or latent defects.
- 227.

(OWNER'S INITIALS REQUIRED) _____

9. REMEDIES

- 228. **Alternative Dispute Resolution:** Owner and Listing Broker ("Parties") agree to mediate any dispute or claim arising out of or
- 229. relating to this Agreement. All mediation costs shall be paid equally by the Parties. In the event that mediation does not resolve all
- 230. disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the Parties shall agree
- 231. upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the Parties are unable to agree on an arbitrator, the
- 232. dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real
- 233. Estate Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may
- 234. be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within
- 235. thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have
- 236. the right to resort to court action.
- 237. **The Parties agree that any and all disputes or claims will be brought in the Parties' individual capacity, and not as a**
- 238. **plaintiff or class member in any purported class, collective, representative, or other consolidated proceeding. The**
- 239. **Parties hereby waive their right to commence, become a party to or remain a participant in any group, representative,**
- 240. **class collective or hybrid class/collective action in any proceeding and the arbitrator shall not preside over any form of a**
- 241. **group, representative or class collective proceeding.**
- 242.

(OWNER'S INITIALS REQUIRED) _____ / _____

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

10. ADDITIONAL TERMS AND CONDITIONS

- 246. _____
- 247. _____
- 248. _____

249. _____
 250. _____
 251. _____
 252. _____
 253. _____
 254. _____
 255. _____
 256. _____
 257. _____
 258. _____
 259. _____
 260. _____

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

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

264. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted shall be in writing addressed
 265. to Owner or Listing Broker as indicated in Sections 11 and 12 and deemed delivered and received when: (i) hand-delivered; (ii) sent
 266. via facsimile transmission; (iii) sent via electronic mail, if email addresses are provided herein; (iv) sent by recognized overnight
 267. 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
 268. after the notice is mailed, whichever occurs first.

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

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

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

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

11. OWNER

271.	_____	_____
	^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR	^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR
272.	_____	_____
	^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME	^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME
273.	_____	_____
	^ ADDRESS	^ ADDRESS
274.	_____	_____
	^ CITY, STATE, ZIP CODE	^ CITY, STATE, ZIP CODE
275.	_____	_____
	^ TELEPHONE	^ TELEPHONE
276.	_____	_____
	^ EMAIL	^ EMAIL

12. LISTING BROKER

277. Agent is a member of the _____ Association/Board of REALTORS® and subscribes to the
 278. REALTOR® Code of Ethics.

279.	_____	_____
	^ AGENT'S SIGNATURE MO/DA/YR	^ AGENT'S SIGNATURE MO/DA/YR
280.	_____	_____
	^ AGENT'S PRINTED NAME	^ AGENT'S PRINTED NAME
281.	_____	_____
	^ PRINT FIRM NAME	^ PRINT FIRM NAME
282.	_____	_____
	^ TELEPHONE	^ TELEPHONE

For Broker Use Only:

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