

RESIDENTIAL LISTING CONTRACT EXCLUSIVE AGENCY

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1. PARTIES

1. OWNER/SELLER: DRAFT _____ (“Owner”)

2. _____ (“Owner”)

3. BROKER: _____ acting through
FIRM NAME

4. _____ (“Listing Broker”)
AGENT’S NAME DRAFT 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 Agency (“Agreement”) is between Owner and Listing Broker.

15. In consideration of Listing Broker’s agreement to find a ready, willing, and able buyer purchaser or tenant, Owner gives Listing Broker the

16. exclusive and irrevocable right to: **Sell** **Rent** **Sell and Rent** the Premises described above.

17. Owner acknowledges that signing more than one Exclusive Agency or other form of listing contract for the same Term could expose

18. 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
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4. COMPENSATION

30. LISTING BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN LISTING BROKER AND OWNER IN THIS AGREEMENT. SHOULD THE OWNER CHOOSE TO OFFER COMPENSATION TO A BUYER BROKER OR TENANT BROKER, THE OFFERED AMOUNT IS ALSO FULLY NEGOTIABLE AND AGREED UPON AFTER DISCUSSION WITH THE LISTING BROKER.

35.

(OWNER'S INITIALS REQUIRED)



36. 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. 38. All funds are to be in U.S. currency.

39. 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 Listing Broker, provided that such sale/rental is not made to a person produced by Listing Broker or with whom Listing Broker has negotiated during the Term of this Agreement, or through any other broker, and provided that Listing 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 Listing 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.

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

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

49. 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.

51. Commissions Listing Broker Compensation: If Listing Broker produces a ready, willing and able buyer 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:

54. Sale: _____ % of the full purchase price gross sales price OR \$ _____; and

55. Additional Listing Broker Compensation commission(s): _____.

56. 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 broker.

58. Buyer Broker: Owner authorizes Listing Broker to communicate an offer of compensation to a prospective buyer broker in the amount of _____ % of the full purchase price OR \$ _____ ("Offer Amount").

60. Owner's authorization includes consent for the Listing Broker to enter into an agreement with a prospective buyer broker to compensate the broker if they represent the buyer of the Premises. In such circumstances, Owner shall provide Listing Broker the funds necessary to pay the agreed upon buyer broker compensation, not to exceed the Offer Amount. Owner shall also pay Listing Broker the Offer Amount as additional compensation if any agent of Listing Broker represents the buyer of the Premises.

64. Owner acknowledges that buyer broker represents the interest of the buyer(s), and not the interest of Owner, in a transaction unless the agent(s) of Listing Broker represent both Owner and buyer under Limited Representation as described in Section 6. Owner also acknowledges that the buyer broker may credit part, or all, of their compensation to the buyer.

67. 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.

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

73. Additional Listing Broker Compensation:

74. Unrepresented Tenant: Owner agrees to pay Listing Broker additional compensation of _____ % of the gross rental amount as



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75. calculated for the entire term of the initial lease **OR** \$ _____ if the tenant of the Premises is not represented by a tenant broker.

76. **Tenant Broker:** Owner authorizes Listing Broker to communicate an offer of compensation to a prospective tenant
77. broker in the amount of _____ % of the gross rental amount as calculated for the entire term of the initial lease **OR**
78. \$ _____ ("Offer Amount").

79. Owner's authorization includes consent for the Listing Broker to enter into an agreement with a prospective tenant broker to
80. compensate the broker if they represent a tenant who leases the Premises. In such circumstances, Owner shall
81. provide Listing Broker the funds necessary to pay the agreed upon tenant broker compensation, not to exceed the Offer Amount.
82. Owner shall also pay Listing Broker the Offer Amount as additional compensation if any agent of Listing Broker represents the tenant
83. who leases the Premises.

84. Owner acknowledges that tenant broker represents the interest of the tenant(s), and not the interest of Owner, in a transaction
85. unless the agent(s) of Listing Broker represent both Owner and tenant under Limited Representation as described in
86. Section 6. Owner also acknowledges that tenant broker may credit part, or all, of their compensation to the tenant.

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

91. **Rental Renewal or Extension:** Regardless of whether this Agreement has expired, Owner agrees to pay Listing Broker compensation a
92. commission of ___% **OR** \$ _____ of the gross rental amount within (five) 5-days of rental renewal or extension.

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

96. **Cooperating Broker (dispute):** In the event a dispute arises between Listing Broker and any Cooperating B ~~other~~ broker(s) regarding
97. payment of ~~compensation~~ ~~commission~~, Owner shall not revoke or seek to amend compensation previously offered. Any compensation
98. shall be resolved after the close of escrow in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed.

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

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

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

112. **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
113. or rental ~~compensation~~ ~~commission~~, as appropriate, shall be paid to Listing Broker by Owner. If any earnest deposit is forfeited for any other
114. reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the ~~compensation~~.
~~commission~~.

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

5. FIXTURES & PERSONAL PROPERTY

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



OWNER	OWNER

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- 122. • built-in appliances, ceiling fans and remotes
- 123. • central vacuum, hose, and attachments
- 124. • draperies and other window coverings
- 125. • fireplace equipment (affixed)
- 126. • floor coverings (affixed)
- 127. • free-standing range/oven
- 128. • garage door openers and remotes
- 129. • light fixtures
- 130. • 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

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

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

135. **Additional Existing Personal Property Which may be Included in this Sale (if checked):**

- 136. refrigerator(s) (description): _____
- 137. washer(s) (description): _____
- 138. dryer(s) (description): _____
- 139. above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): _____
- 140. _____
- 141. other: _____

142. Additional items of personal property which may be included in the sale or rental: _____
143. _____

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

- 145. solar system alarm system propane tank water softener

146. Other leased or lien items not included in the sale or rental: _____
147. _____
148. _____

149. Fixtures not included in the sale or rental: _____
150. _____

6. AGENCY

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

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

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OWNER OWNER

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159. **Limited Representation:** A limited agency may occur when Listing Broker procures a buyer's for the Premises. In this
 160. situation, the same real estate company may represent the Owner's interest and the buyer's interest but not to the detriment of the
 161. other party. Listing Broker can legally represent both parties with the knowledge and prior written consent of both parties.
162. **What Listing Broker Cannot Disclose to Clients Under Limited Representation:** (i) confidential information the Listing Broker may
 163. 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
 164. 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
 165. price or terms the buyer(s) should offer; and (v) a recommended or suggested price or terms the Owner should counter with
 166. or accept.
167. **Competing Owners:** Owner understands that Listing Broker may have or obtain listings on other properties, and that potential buyer(s)
 168. may consider, make offers on, or purchase through Listing Broker, property the same as or similar to Owner's Premises. Owner
 consents
 169. to Listing Broker's representation of Owners and buyer(s) of other properties before, during, and upon expiration of this Agreement.

7. BROKER AUTHORITY

170. **Listing Broker's Role:** Listing Broker is not responsible for the custody or condition of the Premises or its management (except under
 171. separate contract), upkeep, or repair.
172. **Advertising:** Owner agrees **not to** advertise or market the Premises in any manner without the prior written permission of Broker.
173. **Multiple Listing Service (MLS):** Listing Broker is authorized to provide any and all information regarding the Premises to any MLS of
 174. which Listing Broker is a participant and to publish and disseminate such information in print or electronic form to MLS participants and
 175. the general public, including dissemination of the information through Internet Data Exchanges (IDX) and Virtual Office Websites
 176. (VOWs). Listing Broker is authorized to report the sale or rental of the Premises and its price, terms and financing for dissemination
 177. through the MLS to MLS participants and the general public.
178. All terms of the transaction, including sale price and financing, if applicable, (i) will be provided to the MLS(s); and (ii) may be
 179. provided to the MLS even if the Premises is not listed with the MLS(s).
180. **Signs:** Listing Broker **IS** **IS NOT** allowed to place Listing Broker's "For Sale" sign or "For Rent" sign in conjunction with any
 181. 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
 182. discretion) on the Premises. Seller acknowledges that any public marketing of the premises will require submission to the MLS within
 183. one business day.
184. **Photos/Video:** Owner **DOES** **DOES NOT** authorize Listing Broker to place photos, video images/virtual tours of the Premises on
 185. the internet and other media, electronic and on-line media platforms. If authorized by Owner to do so, such marketing will be
 186. performed at the sole discretion of Listing Broker. Owner is cautioned to protect items in view.
187. Owner acknowledges that once images are placed on the internet, neither Listing Broker nor Owner has control over who can view
 188. such images and what use viewers may make of the images, or how long such images may remain available on the internet.
 189. Owner further assigns any rights, if owned, in all images to the Listing Broker and agrees that such images are the property of
 190. Listing Broker and that Listing Broker may use such images for advertising, including post sale and for Listing Broker's business in
 the future.
191. **Lockbox/Keysafe:** Listing Broker **IS** **IS NOT** authorized to install a lockbox/keysafe. A lockbox/keysafe is designed to hold a key to
 192. the Premises to permit access to the Premises by Listing Broker, cooperating brokers, MLS participants, their authorized licensees and
 193. representatives, authorized inspectors, and prospective buyers. Listing Broker, cooperating brokers, MLS and Associations/Boards of
 194. REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a lockbox/keysafe. If premises is
 195. rented, Owner must comply with providing proper notice to tenant(s) pursuant to Arizona law.
196. **Offers:** Listing Broker **IS** **IS NOT** authorized to disclose the existence of offers, which includes the sales price and terms of sale or
 197. rent price and terms of lease, on the Premises.
198. **Subsequent Purchase or Lease Offers:** Listing Broker acknowledges that Owner has the right to accept subsequent offers until the close
 199. 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
 200. accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising
 201. from the acceptance of earlier offers.
202. (Check if applicable) **Accept backup offers** **Withhold verbal offers** **Withhold all offers** once Owner accepts a purchase
 203. contract or lease agreement for the Premises.
204. Listing Broker will change or maintain the correct MLS Listing status in accordance with the MLS Rules and Regulations and any
 205. associated policies.

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

DRAFT**8. OWNER OBLIGATION**

209. **Premises Access:** Owner shall provide access to the Premises at reasonable times and upon reasonable notice to allow for showing
 210. the Premises to prospective buyers and cooperating brokers.
211. **Security, Insurance, Showings, Audio and Video:** Broker(s) is not responsible for loss of or damage to personal or real property
 212. or person, whether attributable to use of a keysafe/lockbox, a showing of the Premises, or otherwise. Third parties, including, but
 213. not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of
 214. the interior of the Premises. Owner agrees to: (i) take reasonable precautions to safeguard and protect valuables that might be
 215. accessible during showings of the Premises; and (ii) obtain insurance to protect against these risks. Broker does not maintain
 216. insurance for the Owner's benefit. Persons visiting the Premises may not be aware that they could be recorded by audio or visual
 217. devices installed by Owner (such as "nanny cams" and hidden security cameras).
218. Owner is advised to post notice disclosing the existence of security devices on the Premises, if any.
219. **Adverse Information:** Owner has disclosed to Listing Broker all material latent defects and information concerning the Premises known
 220. to Owner, including all material information relating to: (i) connection to a public sewer system, septic tank or other sanitation
 221. system; (ii) the existence of any tax, judgment or other type of lien; (iii) past or present infestation by or treatment for wood-
 222. destroying pests or organisms; and (iv) past or present repair of the Premises for damage resulting from wood destroying pests
 223. or organisms. During the term of this Agreement, Owner agrees to continue disclosing to Listing Broker all additional information of the
 224. type required by the preceding sentence promptly after Owner becomes aware of any such information by updating the Seller's
 225. Property Disclosure Statement, Residential Lease Owner's Property Disclosure Statement or other written notice.
226. **Disclosures:** Owner shall provide Listing Broker with accurate information about the Premises. Owner acknowledges that Arizona law
 227. requires Owner to disclose material (important) facts about the Premises, even if Owner is not asked by the buyer(s) or a real
 228. estate agent. Owner agrees to provide the following disclosures, if applicable:
229. **1. Affidavit of Disclosure:** If the Premises is located in an unincorporated area of the county, and five (5) or fewer parcels
 230. of property other than subdivided property are being transferred, Owner shall deliver a completed Affidavit of Disclosure
 231. in the form required by law to buyer within five (5) days after purchase contract acceptance.
232. **2. Disclosure of Lead-Based Paint and Lead-Based Paint Hazards (Sale or Rental):** If the Premises structure was built
 233. before 1978, federal law requires that Owner provide the buyer or tenant with a lead-based paint disclosure form.
234. **3. Domestic Water Well Addendum Seller's Property Disclosure Statement:** If the Premises is served by a domestic
 235. water well, Owner shall deliver a completed Domestic Water Well Addendum to buyer within three (3) days of contract
 236. acceptance.
237. **4. Foreign Investment in Real Property Tax Act certificate:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is
 238. applicable if Owner is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate
 239. ("Foreign Person"). Owner agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Owner
 240. is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of the purchase price
 241. withheld, unless an exception applies. Owner is responsible for obtaining independent legal and tax advice.
242. **5. H.O.A. Condominium / Planned Community Addendum:** If the Premises is in a residential HOA/Condominium or Planned
 243. Unit Development, Owner shall complete and return to Listing Broker page 1 of the HOA Addendum.
244. **6. Insurance Claims History:** Owner shall deliver to buyer a written five (5) year insurance claims history regarding the
 245. Premises (or a claims history for the length of time Owner has owned the Premises if less than five (5) years) from Owner's
 246. insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these
 247. sources, from Owner, within five (5) days after purchase contract acceptance.
248. **7. Residential Lease Agreement (Lease):** If the Premises is to be sold while subject to a Lease, Owner shall provide a copy
 249. of the Lease to the Listing Broker.
250. **8. Residential Lease Owner's Property Disclosure Statement (RLOPDS):** The RLOPDS is designed to protect the Owner
 251. by disclosing pertinent information regarding the Premises.
252. **9. Owner's Property Disclosure Statement (SPDS):** The SPDS is designed to protect the Owner by disclosing pertinent
 253. information regarding the Premises. Owner shall complete and return the SPDS to Listing Broker.

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254. **10. Solar Lease / Solar Loan Assumption Addendum:** If a solar photovoltaic panel system ("Solar System") has been
255. installed on the Premises that is subject to a lease or unpaid loan, Owner shall complete and return the Solar Lease/Solar
256. Loan Assumption Addendum to Listing Broker.

257. **Recommendations:** If Listing Broker recommends a builder, contractor, escrow company, title company, pest control service,
258. appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such
259. recommendations shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to
260. enter into any contractual arrangement with any such person or entity recommended by Listing Broker will be based solely upon such
261. independent investigation and evaluation. Owner understands that said contractual arrangement may result in Compensation
262. 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
263. Agreement or at any time prior to close of escrow.

264. **Indemnification:** Owner hereby expressly releases, holds harmless and indemnifies Listing Broker, all Boards or Associations of
265. REALTORS®, MLS, and all other brokers from any and all liability and responsibility regarding damage or loss arising from any
266. misrepresentation or breach of warranty by Owner in this Agreement, any incorrect information supplied by Owner and any facts
267. concerning the Premises not disclosed or withheld by Owner, including without limitation, any facts known to Owner relating to
268. Adverse Information or latent defects.
269.

(OWNER'S INITIALS REQUIRED)



9. REMEDIES

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

279. The Parties agree that any and all disputes or claims will be brought in the Parties' individual capacity, and not as a
280. plaintiff or class member in any purported class, collective, representative, or other consolidated proceeding. The
281. Parties hereby waive their right to commence, become a party to or remain a participant in any group, representative,
282. class collective or hybrid class/collective action in any proceeding and the arbitrator shall not preside over any form
283. of a group, representative or class collective proceeding.

284. (OWNER'S INITIALS REQUIRED)



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

10. ADDITIONAL TERMS AND CONDITIONS

288. _____
289. _____
290. _____
291. _____
292. _____
293. _____
294. _____
295. _____
296. _____
297. _____
298. _____
299. _____
300. _____
301. _____
302. _____



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- 303. **Assignment:** Neither Listing Broker nor Owner may assign any rights or obligations pursuant to this Agreement without the prior written
- 304. consent of the other, and any attempted assignment without consent shall be void and of no effect.
- 305. **Arizona Law:** This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 306. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted shall be in writing addressed
- 307. to Owner or Listing Broker as indicated in Sections 11 and 12 and deemed delivered and received when: (i) hand-delivered; (ii) sent
- 308. via facsimile transmission; (iii) sent via electronic mail, if email addresses are provided herein; (iv) sent by recognized overnight
- 309. 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
- 310. after the notice is mailed, whichever occurs first.
- 311. **Days:** All references to days shall be deemed to be calendar days unless otherwise provided.
- 312. **Copies and Counterparts:** This Agreement may be executed by facsimile or other electronic means and in any number of
- 313. counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement.
- 314. **Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Agreement between Owner and
- 315. Listing Broker and shall supersede any other written or oral agreements. Invalidation or unenforceability of one or more provisions of this
- 316. Agreement shall not affect any other provisions of this Agreement. The failure to initial any page of this Agreement shall not affect
- 317. the validity or terms of this Agreement.
- 318. **Acceptance:** The undersigned agree to the terms and conditions set forth herein and acknowledges receipt of a copy of this Agreement.

11. OWNER

DRAFT

DRAFT

- 319. _____ ^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR
- 320. _____ ^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME
- 321. _____ ^ ADDRESS
- 322. _____ ^ CITY, STATE, ZIP CODE
- 323. _____ ^ TELEPHONE
- 324. _____ ^ EMAIL

12. LISTING BROKER

- 325. Agent is a member of the _____ Association/Board of REALTORS® and subscribes to the
- 326. REALTOR® Code of Ethics.

DRAFT

DRAFT

- 327. _____ ^ AGENT'S SIGNATURE MO/DA/YR
- 328. _____ ^ AGENT'S PRINTED NAME
- 329. _____ ^ PRINT FIRM NAME
- 330. _____ ^ TELEPHONE
- 331. _____ ^ EMAIL

For Broker Use Only:

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

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