

# RESIDENTIAL LISTING CONTRACT EXCLUSIVE AGENCY

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## 1. PARTIES

- 1. OWNER/SELLER: \_\_\_\_\_
- 2. \_\_\_\_\_ ("Owner")
- 3. BROKER: \_\_\_\_\_ acting through \_\_\_\_\_
- FIRM NAME
- 4. \_\_\_\_\_ ("Listing Broker")
- AGENT'S 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
- 6. 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. In
- 15. consideration of Listing Broker's agreement to find a ready, willing, and able buyer 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.
- 19. Price: The listing price shall be: Sale \$ \_\_\_\_\_ and Rent \$ \_\_\_\_\_ per month, plus (in the case of a rental) all applicable
- 20. 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
- 28. regulations, including, but not limited to, non-discrimination based on race, color, religion, sex, handicap, familial status, national
- 29. origin, sexual orientation, or gender identity.

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OWNER	OWNER

Residential Listing Contract - Exclusive Agency >>

4. COMPENSATION

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

34. (OWNER'S INITIALS REQUIRED) \_\_\_\_\_

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

36. Owner's Right to Sell/Rent: Owner reserves the right to sell/rent the Premises during the Term of this Agreement, without incurring
37. liability for any compensation to Listing Broker, provided that such sale/rental is not made to a person produced by Listing Broker
38. or with whom Listing Broker has negotiated during the Term of this Agreement, or through any other broker, and provided that Listing
39. Broker, prior to such sale/rental, has not become entitled to compensation in accordance with this Agreement. If Owner sells/rents the
40. Premises, Owner shall promptly notify Listing Broker in writing, specifying the name of buyer/tenant, the purchase/rental price to be
41. paid and shall indicate whether or not the sale/rental was or is being made through another broker.

42. Owner agrees to compensate Listing Broker and other broker, if any, as follows:

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

46. Listing Broker Compensation: If Listing Broker produces a ready, willing and able buyer or tenant in accordance with this
47. 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
48. this Agreement, Owner agrees to pay Listing Broker compensation of:

49. [ ] Sale: \_\_\_\_\_% of the full purchase price OR \$ \_\_\_\_\_.

50. Additional Listing Broker Compensation:

51. Unrepresented Buyer: [ ] Owner agrees to pay Listing Broker additional compensation of \_\_\_\_\_% of the full purchase
52. price OR \$ \_\_\_\_\_ if the buyer of the Premises is not represented by a buyer broker.

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

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

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

62. [ ] Rental: \_\_\_\_\_% of the gross rental amount as calculated for the entire term of the initial lease, OR \$ \_\_\_\_\_, upon
63. execution of lease agreement.

64. Additional Listing Broker Compensation:

65. Unrepresented Tenant: [ ] Owner agrees to pay Listing Broker additional compensation of \_\_\_\_\_% of the gross rental
66. amount as calculated for the entire term of the initial lease OR \$ \_\_\_\_\_ if the tenant of the Premises is not represented by a
67. tenant broker.

68. Tenant Broker: [ ] Owner authorizes Listing Broker to communicate an offer of compensation to a prospective tenant broker in
69. the amount of \_\_\_\_\_% of the gross rental amount as calculated for the entire term of the initial lease OR \$ \_\_\_\_\_
70. ("Offer Amount").

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

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Initials >

Table with 2 columns: OWNER, OWNER

**Residential Listing Contract - Exclusive Agency >>**

75. Owner acknowledges that tenant broker represents the interest of the tenant(s), and not the interest of Owner, in a transaction unless  
 76. the agent(s) of Listing Broker represent both Owner and tenant under Limited Representation as described in Section 6. Owner also  
 77. acknowledges that tenant broker may credit part, or all, of their compensation to the tenant.
78. **Rental Renewal or Extension:** Regardless of whether this Agreement has expired, Owner agrees to pay Listing Broker compensation  
 79. of \_\_\_\_\_% of the gross rental amount **OR** \$\_\_\_\_\_ within (five) 5-days of rental renewal or extension.
80. **Purchase by Tenant:** If during the terms of any rental of the Premises, including any renewals or holdovers, or within \_\_\_\_\_ days  
 81. after the rental's termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the sale  
 82. compensation described in Section 4 shall be deemed earned by and payable to Listing Broker.
83. **Broker (dispute):** In the event a dispute arises between Listing Broker and any other broker(s) regarding payment of compensation,  
 84. Owner shall not revoke or seek to amend compensation previously offered. Any compensation dispute between Brokers shall be  
 85. resolved after the close of escrow in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed.
86. **Withdrawn/Cancelled Listings:** The same amount of sale or rental compensation shall be due and payable to Listing Broker if,  
 87. 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  
 90. by check, wire transfer, or certified funds as a condition to closing or upon cancellation of the escrow, and irrevocably assigns  
 91. to Listing Broker, to the extent necessary, money payable to Owner at the closing or cancellation of escrow. Listing Broker is  
 92. authorized to deduct compensation owed to Listing Broker from any rent or other monies received by Listing Broker on Owner's  
 93. behalf.
94. **After Expiration:** After the expiration of this Agreement, the same compensation, as appropriate, shall be payable if a sale or rental is  
 95. made by Owner to any person to whom the Premises has been shown or with whom Owner or any broker has negotiated concerning  
 96. the Premises during the term of this Agreement: (i) within \_\_\_\_\_ days after the expiration of this Agreement, unless the Premises  
 97. has been listed on an exclusive basis with another broker; (ii) during the pendency, including the closing, of any purchase contract or  
 98. escrow relating to the Premises that was executed or opened during the term of this Agreement; or (iii) as contemplated by 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  
 100. sale or rental compensation, as appropriate, shall be paid to Listing Broker by Owner. If any earnest deposit is forfeited for any  
 101. 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  
 102. compensation.
103. **Construction:** To the maximum extent permitted by applicable law, this Agreement shall be construed as limiting applicable  
 104. provisions of law relating to when compensation is earned or payable. In the event of any express disagreement between any  
 105. provision of this Agreement and the requirements of applicable law, the applicable provision of this Agreement shall be deemed as  
 106. modified to the minimum extent necessary to ensure compliance with applicable law.

**5. FIXTURES & PERSONAL PROPERTY**

107. **Fixtures and Personal Property:** For purposes of this Agreement, fixtures shall mean property attached/affixed to the Premises.  
 108. Owner agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and  
 109. property (i.e., remote controls) shall convey in this sale or rental. Including the following:
110. • built-in appliances, ceiling fans and remotes • media antennas/satellite dishes (affixed) • storage sheds  
 111. • central vacuum, hose, and attachments • outdoor fountains and lighting • storm windows and doors  
 112. • draperies and other window coverings • outdoor landscaping (i.e., shrubbery, trees • stoves: gas-log, pellet, wood-burning  
 113. • fireplace equipment (affixed) and unpotted plants) • timers (affixed)  
 114. • floor coverings (affixed) • shutters and awnings • towel, curtain and drapery rods  
 115. • free-standing range/oven • smart home devices, access to which shall • wall mounted TV brackets and hardware  
 116. • garage door openers and remotes be transferred (i.e., video doorbell, automat- (excluding TVs)  
 117. • light fixtures ed thermostat) • water-misting systems  
 118. • mailbox • speakers (flush-mounted) • window and door screens, sun shades
119. If owned by Owner, the following items also are included in this sale or rental:
120. • affixed alternate power systems serving • in-ground pool and spa/hot tub equipment • security and/or fire systems and/or alarms  
 121. the Premises (i.e., solar) and covers (including any mechanical or • water purification systems  
 122. other cleaning systems) • water softeners

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

- 124.  refrigerator(s) (description): \_\_\_\_\_
- 125.  washer(s) (description): \_\_\_\_\_
- 126.  dryer(s) (description): \_\_\_\_\_
- 127.  above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): \_\_\_\_\_
- 128. \_\_\_\_\_
- 129.  other: \_\_\_\_\_

130. Additional items of personal property which may be included in the sale or rental: \_\_\_\_\_  
131. \_\_\_\_\_

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

- 133.  solar system                       alarm system                       propane tank                       water softener

134. Other leased or lien items not included in the sale or rental: \_\_\_\_\_  
135. \_\_\_\_\_  
136. \_\_\_\_\_

137. Fixtures not included in the sale or rental: \_\_\_\_\_  
138. \_\_\_\_\_

**6. AGENCY**

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

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

148. **Limited Representation:** A limited agency may occur when Listing Broker procures a buyer(s) for the Premises. In this  
149. situation, the same real estate company may represent the Owner's interest and the buyer's interest but not to the detriment of the  
150. other party. Listing Broker can legally represent both parties with the knowledge and prior written consent of both parties.

151. **What Listing Broker Cannot Disclose to Clients Under Limited Representation:** (i) confidential information the Listing Broker  
152. may know about a client, without the client's express consent; (ii) the price or terms the Owner will take other than the Price  
153. without permission of the Owner; (iii) the price or terms the buyer(s) is willing to pay without permission of the buyer(s); (iv) a  
154. recommended or suggested price or terms the buyer(s) should offer; and (v) a recommended or suggested price or terms the  
155. Owner should counter with or accept.

156. **Competing Owners:** Owner understands that Listing Broker may have or obtain listings on other properties, and that potential  
157. buyer(s) may consider, make offers on, or purchase through Listing Broker, property the same as or similar to Owner's Premises.  
158. Owner consents to Listing Broker's representation of Owners and buyer(s) of other properties before, during, and upon expiration of  
159. this Agreement.

**7. BROKER AUTHORITY**

160. **Listing Broker's Role:** Listing Broker is not responsible for the custody or condition of the Premises or its management (except  
161. under separate contract), upkeep, or repair.

162. **Advertising:** Owner agrees not to advertise or market the Premises in any manner without the prior written permission of Broker.

163. **Multiple Listing Service (MLS):** Listing Broker is authorized to provide any and all information regarding the Premises to any  
164. MLS of which Listing Broker is a participant and to publish and disseminate such information in print or electronic form to MLS  
165. participants and the general public, including dissemination of the information through Internet Data Exchanges (IDX) and Virtual  
166. Office Websites (VOWs). Listing Broker is authorized to report the sale or rental of the Premises and its price, terms and financing  
167. for dissemination through the MLS to MLS participants and the general public.

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Initials >

OWNER	OWNER



**Residential Listing Contract - Exclusive Agency >>**

- 168. All terms of the transaction, including sale price and financing, if applicable, (i) will be provided to the MLS(s); and (ii) may be
- 169. provided to the MLS even if the Premises is not listed with the MLS(s).
  
- 170. **Signs:** Listing Broker  **IS**  **IS NOT** allowed to place Listing Broker's "For Sale" sign or "For Rent" sign in conjunction with any
- 171. 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
- 172. Broker's discretion) on the Premises. Seller acknowledges that any public marketing of the Premises will require submission to the
- 173. MLS within one business day.
  
- 174. **Photos/Video:** Owner  **DOES**  **DOES NOT** authorize Listing Broker to place photos, video images/virtual tours of the
- 175. Premises on the internet and other media, electronic and on-line media platforms. If authorized by Owner to do so, such marketing
- 176. will be performed at the sole discretion of Listing Broker. Owner is cautioned to protect items in view.
  
- 177. Owner acknowledges that once images are placed on the internet, neither Listing Broker nor Owner has control over who
- 178. can view such images and what use viewers may make of the images, or how long such images may remain available on
- 179. the internet. Owner further assigns any rights, if owned, in all images to the Listing Broker and agrees that such images are
- 180. the property of Listing Broker and that Listing Broker may use such images for advertising, including post sale and for Listing
- 181. Broker's business in the future.
  
- 182. **Lockbox/Keysafe:** Listing Broker  **IS**  **IS NOT** authorized to install a lockbox/keysafe. A lockbox/keysafe is designed to hold
- 183. a key to the Premises to permit access to the Premises by Listing Broker, cooperating brokers, MLS participants, their authorized
- 184. licensees and representatives, authorized inspectors, and prospective buyers. Listing Broker, cooperating brokers, MLS and
- 185. Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a
- 186. lockbox/keysafe. If Premises is rented, Owner must comply with providing proper notice to tenant(s) pursuant to Arizona law.
  
- 187. **Offers:** Listing Broker  **IS**  **IS NOT** authorized to disclose the existence of offers, which includes the sales price and terms of
- 188. sale or rent price and terms of lease, on the Premises.
  
- 189. **Subsequent Purchase or Lease Offers:** Listing Broker acknowledges that Owner has the right to accept subsequent offers until the
- 190. 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
- 191. offers accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts
- 192. arising from the acceptance of earlier offers.
  
- 193. (Check if applicable)  **Accept backup offers**  **Withhold verbal offers**  **Withhold all offers** once Owner accepts a purchase
- 194. contract or lease agreement for the Premises.
  
- 195. Listing Broker will change or maintain the correct MLS Listing status in accordance with the MLS Rules and Regulations and
- 196. any associated policies.
  
- 197. **Cancellation:** Listing Broker reserves the right to cancel this Agreement unilaterally for cause, which shall include, but is not
- 198. limited to, Listing Broker's good faith belief that any service requested of Listing Broker or any action undertaken by anyone other
- 199. than Listing Broker is (or could be determined to be) in violation of any applicable law.

**8. OWNER OBLIGATION**

- 200. **Premises Access:** Owner shall provide access to the Premises at reasonable times and upon reasonable notice to allow for showing
- 201. the Premises to prospective buyers and cooperating brokers.
  
- 202. **Security, Insurance, Showings, Audio and Video:** Broker(s) is not responsible for loss of or damage to personal or real property
- 203. or person, whether attributable to use of a keysafe/lockbox, a showing of the Premises, or otherwise. Third parties, including, but
- 204. not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of
- 205. the interior of the Premises. Owner agrees to: (i) take reasonable precautions to safeguard and protect valuables that might be
- 206. accessible during showings of the Premises; and (ii) obtain insurance to protect against these risks. Broker does not maintain
- 207. insurance for the Owner's benefit. Persons visiting the Premises may not be aware that they could be recorded by audio or visual
- 208. devices installed by Owner (such as "nanny cams" and hidden security cameras).
  
- 209. Owner is advised to post notice disclosing the existence of security devices on the Premises, if any.
  
- 210. **Adverse Information:** Owner has disclosed to Listing Broker all material latent defects and information concerning the Premises
- 211. known to Owner, including all material information relating to: (i) connection to a public sewer system, septic tank or other sanitation
- 212. system; (ii) the existence of any tax, judgment or other type of lien; (iii) past or present infestation by or treatment for wood-
- 213. destroying pests or organisms; and (iv) past or present repair of the Premises for damage resulting from wood destroying pests or
- 214. organisms. During the term of this Agreement, Owner agrees to continue disclosing to Listing Broker all additional information of
- 215. the type required by the preceding sentence promptly after Owner becomes aware of any such information by updating the Seller's

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Initials >

OWNER	OWNER

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- 216. Property Disclosure Statement, Residential Lease Owner's Property Disclosure Statement or other written notice.
- 217. **Disclosures:** Owner shall provide Listing Broker with accurate information about the Premises. Owner acknowledges that Arizona
- 218. law requires Owner to disclose material (important) facts about the Premises, even if Owner is not asked by the buyer(s) or a real
- 219. estate agent. Owner agrees to provide the following disclosures, if applicable:
- 220. **1. Affidavit of Disclosure:** If the Premises is located in an unincorporated area of the county, and five (5) or fewer parcels
- 221. of property other than subdivided property are being transferred, Owner shall deliver a completed Affidavit of Disclosure
- 222. in the form required by law to buyer within five (5) days after purchase contract acceptance.
- 223. **2. Disclosure of Lead-Based Paint and Lead-Based Paint Hazards (Sale or Rental):** If the Premises structure was built
- 224. before 1978, federal law requires that Owner provide the buyer or tenant with a lead-based paint disclosure form.
- 225. **3. Domestic Water Well Addendum Seller's Property Disclosure Statement:** If the Premises is served by a domestic
- 226. water well, Owner shall deliver a completed Domestic Water Well Addendum to buyer within three (3) days of contract
- 227. acceptance.
- 228. **4. Foreign Investment in Real Property Tax Act certificate:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is
- 229. applicable if Owner is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate
- 230. ("Foreign Person"). Owner agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Owner
- 231. is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of the purchase price
- 232. withheld, unless an exception applies. Owner is responsible for obtaining independent legal and tax advice.
- 233. **5. H.O.A. Condominium / Planned Community Addendum:** If the Premises is in a residential HOA/Condominium or Planned
- 234. Unit Development, Owner shall complete and return to Listing Broker page 1 of the HOA Addendum.
- 235. **6. Insurance Claims History:** Owner shall deliver to buyer a written five (5) year insurance claims history regarding the
- 236. Premises (or a claims history for the length of time Owner has owned the Premises if less than five (5) years) from Owner's
- 237. insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these
- 238. sources, from Owner, within five (5) days after purchase contract acceptance.
- 239. **7. Residential Lease Agreement (Lease):** If the Premises is to be sold while subject to a Lease, Owner shall provide a copy of
- 240. the Lease to the Listing Broker.
- 241. **8. Residential Lease Owner's Property Disclosure Statement (RLOPDS):** The RLOPDS is designed to protect the Owner
- 242. by disclosing pertinent information regarding the Premises.
- 243. **9. Seller's Property Disclosure Statement (SPDS):** The SPDS is designed to protect the Owner by disclosing pertinent
- 244. information regarding the Premises. Owner shall complete and return the SPDS to Listing Broker.
- 245. **10. Solar Addendum:** If a solar photovoltaic panel system ("Solar System") has been installed on the Premises that is subject to
- 246. a lease or unpaid loan, Owner shall complete and return the Solar Addendum to Listing Broker.
- 247. **Recommendations:** If Listing Broker recommends a builder, contractor, escrow company, title company, pest control service,
- 248. appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any
- 249. purpose, such recommendations shall be independently investigated and evaluated by Owner, who hereby acknowledges
- 250. that any decision to enter into any contractual arrangement with any such person or entity recommended by Listing Broker will
- 251. be based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement
- 252. may result in Compensation or fee to Listing Broker. Owner agrees it will not allow mechanic's liens to be recorded against the
- 253. Premises during the term of this Agreement or at any time prior to close of escrow.
- 254. **Indemnification:** Owner hereby expressly releases, holds harmless and indemnifies Listing Broker, all Boards or Associations
- 255. of REALTORS®, MLS, and all other brokers from any and all liability and responsibility regarding damage or loss arising from any
- 256. misrepresentation or breach of warranty by Owner in this Agreement, any incorrect information supplied by Owner and any facts
- 257. concerning the Premises not disclosed or withheld by Owner, including without limitation, any facts known to Owner relating to
- 258. Adverse Information or latent defects.

259. (OWNER'S INITIALS REQUIRED) \_\_\_\_\_

**9. REMEDIES**

- 260. **Alternative Dispute Resolution:** Owner and Listing Broker ("Parties") agree to mediate any dispute or claim arising out of or
- 261. relating to this Agreement. All mediation costs shall be paid equally by the Parties. In the event that mediation does not resolve
- 262. all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the Parties

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Initials >

OWNER	OWNER

**Residential Listing Contract - Exclusive Agency >>**

263. shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the Parties are unable to agree on an  
264. arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration  
265. Rules for the Real Estate Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award  
266. rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either Party may  
267. opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other and in  
268. such event either Party shall have the right to resort to court action.

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

273. (OWNER'S INITIALS REQUIRED) \_\_\_\_\_

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

**10. ADDITIONAL TERMS AND CONDITIONS**

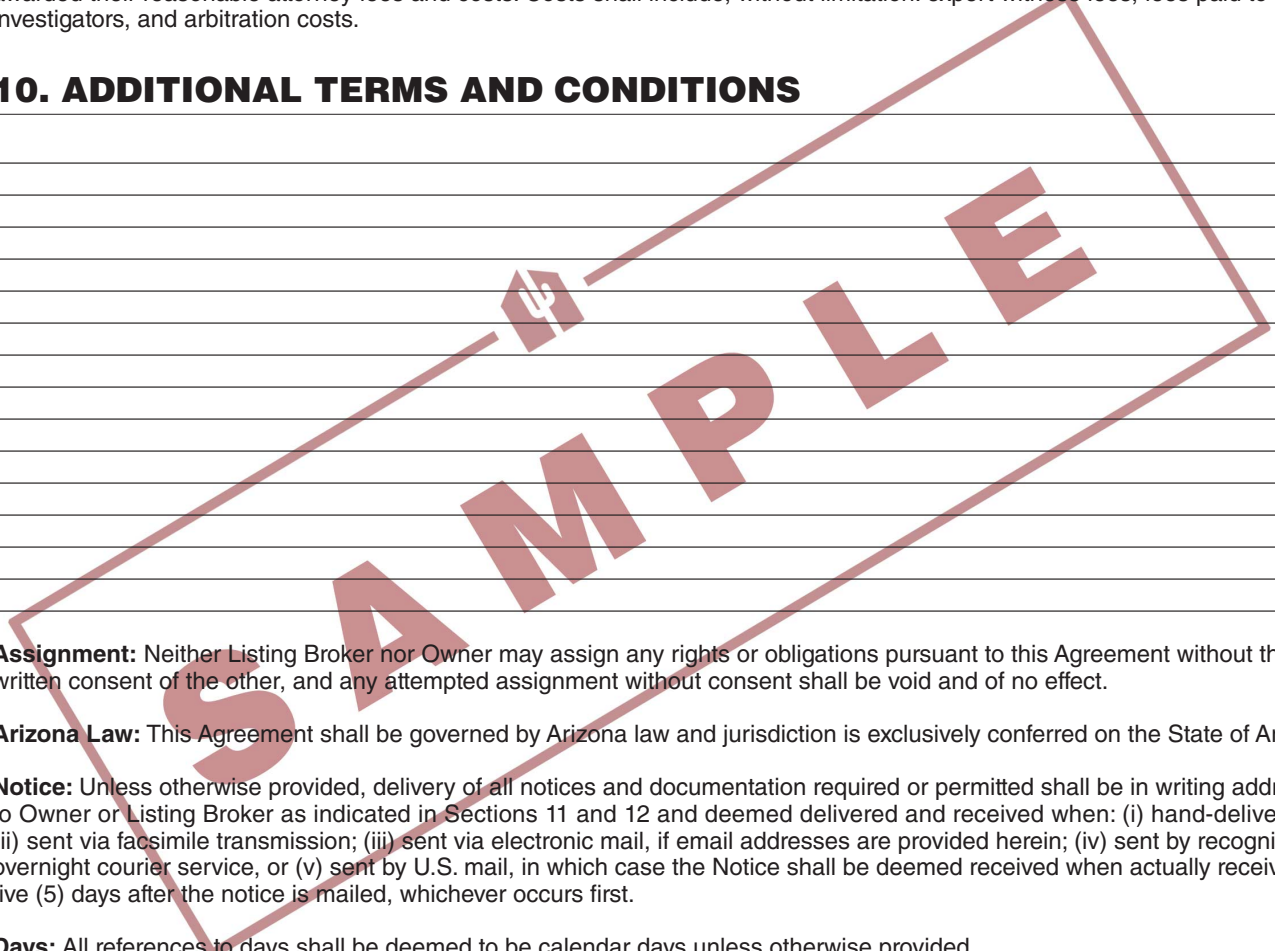
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289. \_\_\_\_\_  
290. \_\_\_\_\_  
291. \_\_\_\_\_

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

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

295. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted shall be in writing addressed  
296. to Owner or Listing Broker as indicated in Sections 11 and 12 and deemed delivered and received when: (i) hand-delivered;  
297. (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses are provided herein; (iv) sent by recognized  
298. overnight courier service, or (v) sent by U.S. mail, in which case the Notice shall be deemed received when actually received or  
299. five (5) days after the notice is mailed, whichever occurs first.

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



Initials> 

OWNER	OWNER

**Residential Listing Contract - Exclusive Agency >>**

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

303. **Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Agreement between Owner and  
304. Listing Broker and shall supersede any other written or oral agreements. Invalidity or unenforceability of one or more provisions  
305. of this Agreement shall not affect any other provisions of this Agreement. The failure to initial any page of this Agreement shall not  
306. affect the validity or terms of this Agreement.

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

**11. OWNER**

308. \_\_\_\_\_ ^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DAYR \_\_\_\_\_ ^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DAYR

309. \_\_\_\_\_ ^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME \_\_\_\_\_ ^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME

310. \_\_\_\_\_ ^ ADDRESS \_\_\_\_\_ ^ ADDRESS

311. \_\_\_\_\_ ^ CITY, STATE, ZIP CODE \_\_\_\_\_ ^ CITY, STATE, ZIP CODE

312. \_\_\_\_\_ ^ TELEPHONE \_\_\_\_\_ ^ TELEPHONE

313. \_\_\_\_\_ ^ EMAIL \_\_\_\_\_ ^ EMAIL

**12. LISTING BROKER**

314. Agent is a member of the \_\_\_\_\_ Association/Board of REALTORS® and subscribes to the REALTOR®  
315. Code of Ethics.

316. \_\_\_\_\_ ^ AGENT'S SIGNATURE MO/DAYR \_\_\_\_\_ ^ AGENT'S SIGNATURE MO/DAYR

317. \_\_\_\_\_ ^ AGENT'S PRINTED NAME \_\_\_\_\_ ^ AGENT'S PRINTED NAME

318. \_\_\_\_\_ ^ PRINT FIRM NAME \_\_\_\_\_ ^ PRINT FIRM NAME

319. \_\_\_\_\_ ^ TELEPHONE \_\_\_\_\_ ^ TELEPHONE

320. \_\_\_\_\_ ^ EMAIL \_\_\_\_\_ ^ EMAIL

**For Broker Use Only:**  
 Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_  
 MO/DAYR

Initials > 

OWNER	OWNER