

37. **Additional Terms and Conditions:**

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40. _____

41. **Equal Housing Opportunity:** Broker's policy is to abide by all local, state, and federal laws prohibiting discrimination against any
42. individual or group of individuals. Broker may not disclose the racial, ethnic, or religious composition of any neighborhood, community,
43. or building, nor whether persons with disabilities are housed in any home or facility, except that Broker may identify housing facilities
44. meeting the needs of a disabled Tenant. For more information, consult Fair Housing Advisory.

45. **Other Potential Tenants:** Tenant consents and acknowledges that other potential tenants represented by Broker may consider, make
46. offers on, or lease the same or similar properties as Tenant is seeking.

47. **Alternative Dispute Resolution ("ADR"):** Tenant and Broker agree to mediate any dispute or claim arising out of or relating to this
48. Agreement in accordance with the mediation procedures of the applicable state or local REALTOR® association or as otherwise
49. agreed. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the
50. unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and
51. cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted
52. to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision
53. of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of
54. competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration with thirty (30) days after the
55. conclusion of the mediation conference by notice to the other and in such event either party shall have the right to resort to court action.

56. **Attorney Fees and Costs:** In any non-REALTOR® association proceeding to enforce the compensation due to Broker pursuant to this
57. Agreement, the prevailing party shall be awarded their reasonable attorney fees and arbitration costs.

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

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

61. **Entire Agreement:** This Agreement, and any addenda and attachments, shall constitute the entire agreement between Tenant and
62. Broker, shall supersede any other written or oral agreements between Tenant and Broker and can be modified only by a writing signed
63. by Tenant and Broker.

64. **Capacity:** Tenant warrants that Tenant has the legal capacity, full power and authority to enter into this Agreement and consummate
65. the transaction contemplated hereby on Tenant's own behalf or on behalf of the party Tenant represents, as appropriate.

66. **Acceptance:** Buyer hereby agrees to all of the terms and conditions herein and acknowledges receipt of a copy of this Agreement.

67. ^ TENANT'S SIGNATURE _____ MO/DA/YR ^ TENANT'S SIGNATURE _____ MO/DA/YR

68. ^ TENANT'S NAME PRINTED _____ ^ TENANT'S NAME PRINTED _____

69. ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

70. TELEPHONE _____ EMAIL ADDRESS _____

71. FIRM NAME _____

72. ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

73. ^ AGENT'S SIGNATURE _____ MO/DA/YR ^ AGENT'S SIGNATURE _____ MO/DA/YR

74. ^ AGENT'S NAME PRINTED _____ ^ AGENT'S NAME PRINTED _____

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