



### 4. COMPENSATION

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

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

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,  
40. without incurring liability for any compensation to Listing Broker, provided that such sale/rental is not made to a person  
41. produced by Listing Broker or with whom Listing Broker has negotiated during the Term of this Agreement, or through  
42. any other broker, and provided that Listing Broker, prior to such sale/rental, has not become entitled to compensation in  
43. accordance with this Agreement. If Owner sells/rents the Premises, Owner shall promptly notify Listing Broker in writing,  
44. specifying the name of buyer/tenant, the purchase/rental price to be paid and shall indicate whether or not the sale/rental  
45. was or is being made through another broker.

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

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

51. **Listing Broker Compensation:** If Listing Broker produces a ready, willing and able buyer or tenant in accordance  
52. with this Agreement, or if a sale or rental of the Premises is made by Owner or through any other broker, or otherwise,  
53. during the Term of this Agreement, Owner agrees to pay Listing Broker compensation of:

54.  **Sale:** \_\_\_\_\_% of the full purchase price OR \$\_\_\_\_\_.

55. **Additional Listing Broker Compensation:**

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

58. **Buyer Broker:** Owner  DOES  DOES NOT authorize Listing Broker to communicate Owner's willingness to  
59. potentially compensate a prospective buyer broker depending on the terms of the purchase offer. Requests for  
60. compensation should be set forth in the prospective buyer's offer to purchase the Premises.

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

65.  **Rental:** \_\_\_\_\_% of the gross rental amount as calculated for the entire term of the initial lease, OR \$\_\_\_\_\_,  
66. upon execution of lease agreement.

67. **Additional Listing Broker Compensation:**

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

71. **Tenant Broker:** Owner  DOES  DOES NOT authorize Listing Broker to communicate Owner's willingness  
72. to potentially compensate a prospective tenant broker depending on the terms of the lease offer. Requests for  
73. compensation should be set forth in the prospective tenant's offer to lease the Premises.

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Initials > 

OWNER	OWNER

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

74. Owner acknowledges that tenant broker represents the interest of the tenant(s), and not the interest of Owner, in a  
75. transaction unless the agent(s) of Listing Broker represent both Owner and tenant under Limited Representation as  
76. described in Section 6. Owner also acknowledges that tenant broker may credit part, or all, of their compensation to  
77. the tenant.
78. **Rental Renewal or Extension:** Regardless of whether this Agreement has expired, Owner agrees to pay Listing  
79. Broker compensation of \_\_\_\_\_% of the gross rental amount **OR** \$\_\_\_\_\_ within (five) 5-days of rental  
80. renewal or extension.
81. **Purchase by Tenant:** If during the terms of any rental of the Premises, including any renewals or holdovers, or within  
82. days after the rental's termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner,  
83. the sale compensation described in Section 4 shall be deemed earned by and payable to Listing Broker.
84. **Broker (dispute):** In the event a dispute arises between Listing Broker and any other broker(s) regarding payment of  
85. compensation, Owner shall not revoke or seek to amend compensation previously offered. Any compensation dispute  
86. between Brokers shall be resolved after the close of escrow in accordance with the REALTORS® Dispute Resolution  
87. System, or as otherwise agreed.
88. **Withdrawn/Cancelled Listings:** The same amount of sale or rental compensation shall be due and payable to  
89. Listing Broker if, without the consent of Listing Broker, the Premises is withdrawn from this Agreement, otherwise  
90. withdrawn from sale or rental, or is rented, transferred, or conveyed by Owner through any other broker or otherwise.
91. **Payment from Escrow or Rent:** Owner instructs the escrow company, if any, to pay all such compensation to Listing  
92. Broker by check, wire transfer, or certified funds as a condition to closing or upon cancellation of the escrow, and  
93. irrevocably assigns to Listing Broker, to the extent necessary, money payable to Owner at the closing or cancellation  
94. of escrow. Listing Broker is authorized to deduct compensation owed to Listing Broker from any rent or other monies  
95. received by Listing Broker on Owner's behalf.
96. **After Expiration:** After the expiration of this Agreement, the same compensation, as appropriate, shall be payable  
97. if a sale or rental is made by Owner to any person to whom the Premises has been shown or with whom Owner or  
98. any broker has negotiated concerning the Premises during the term of this Agreement: (i) within \_\_\_\_\_ days after  
99. the expiration of this Agreement, unless the Premises has been listed on an exclusive basis with another broker; (ii)  
100. during the pendency, including the closing, of any purchase contract or escrow relating to the Premises that was  
101. executed or opened during the term of this Agreement; or (iii) as contemplated by Section 4.
102. **Failure to Complete:** If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner,  
103. the entire sale or rental compensation, as appropriate, shall be paid to Listing Broker by Owner. If any earnest  
104. deposit is forfeited for any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the  
105. earnest deposit or the full amount of the compensation.
106. **Construction:** To the maximum extent permitted by applicable law, this Agreement shall be construed as limiting  
107. applicable provisions of law relating to when compensation is earned or payable. In the event of any express  
108. disagreement between any provision of this Agreement and the requirements of applicable law, the applicable  
109. provision of this Agreement shall be deemed as modified to the minimum extent necessary to ensure compliance  
110. with applicable law.

**5. FIXTURES & PERSONAL PROPERTY**

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

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

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

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

- 128.  refrigerator(s) (description): \_\_\_\_\_
- 129.  washer(s) (description): \_\_\_\_\_
- 130.  dryer(s) (description): \_\_\_\_\_
- 131.  above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): \_\_\_\_\_
- 132. \_\_\_\_\_
- 133.  other: \_\_\_\_\_
- 134. Additional items of personal property which may be included in the sale or rental: \_\_\_\_\_
- 135. \_\_\_\_\_

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

- 137.  solar system       alarm system       propane tank       water softener
- 138. Other leased or lien items not included in the sale or rental: \_\_\_\_\_
- 139. \_\_\_\_\_
- 140. \_\_\_\_\_
- 141. Fixtures not included in the sale or rental: \_\_\_\_\_
- 142. \_\_\_\_\_

**6. AGENCY**

143. **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.

148. **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.

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

157. **What Listing Broker Cannot Disclose to Clients Under Limited Representation:** (i) confidential information the Listing Broker may 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 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 or terms the buyer(s) should offer; and (v) a recommended or suggested price or terms the Owner should counter with or accept.

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

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Initials >

OWNER	OWNER

**Residential Listing Contract - Exclusive Agency >>****7. BROKER AUTHORITY**

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

**8. OWNER OBLIGATION**

208. **Premises Access:** Owner shall provide access to the Premises at reasonable times and upon reasonable notice to  
 209. allow for showing the Premises to prospective buyers and cooperating brokers.

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

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

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

258. **Recommendations:** If Listing Broker recommends a builder, contractor, escrow company, title company, pest control  
259. service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner  
260. for any purpose, such recommendations shall be independently investigated and evaluated by Owner, who hereby  
261. acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended  
262. by Listing Broker will be based solely upon such independent investigation and evaluation. Owner understands that said  
263. contractual arrangement may result in Compensation or fee to Listing Broker. Owner agrees it will not allow mechanic's  
264. liens to be recorded against the Premises during the term of this Agreement or at any time prior to close of escrow.

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

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

**9. REMEDIES**

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

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

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

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

**10. ADDITIONAL TERMS AND CONDITIONS**

289. \_\_\_\_\_  
290. \_\_\_\_\_  
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292. \_\_\_\_\_  
293. \_\_\_\_\_  
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299. \_\_\_\_\_  
300. \_\_\_\_\_  
301. \_\_\_\_\_

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

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Initials > 

OWNER	OWNER

**Residential Listing Contract - Exclusive Agency**

- 304. **Arizona Law:** This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 305. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted shall be in writing
- 306. addressed to Owner or Listing Broker as indicated in Sections 11 and 12 and deemed delivered and received when:
- 307. (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses are provided
- 308. herein; (iv) sent by recognized overnight courier service, or (v) sent by U.S. mail, in which case the Notice shall be
- 309. deemed received when actually received or five (5) days after the notice is mailed, whichever occurs first.
- 310. **Days:** All references to days shall be deemed to be calendar days unless otherwise provided.
- 311. **Copies and Counterparts:** This Agreement may be executed by facsimile or other electronic means and in any number
- 312. of counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement.
- 313. **Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Agreement between
- 314. Owner and Listing Broker and shall supersede any other written or oral agreements. Invalidity or unenforceability of
- 315. one or more provisions of this Agreement shall not affect any other provisions of this Agreement. The failure to initial
- 316. any page of this Agreement shall not affect the validity or terms of this Agreement.
- 317. **Acceptance:** The undersigned agree to the terms and conditions set forth herein and acknowledges receipt of a copy of this
- 318. Agreement.

**11. OWNER**

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

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

321. \_\_\_\_\_ ^ ADDRESS \_\_\_\_\_ ^ ADDRESS

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

323. \_\_\_\_\_ ^ TELEPHONE \_\_\_\_\_ ^ TELEPHONE

324. \_\_\_\_\_ ^ EMAIL \_\_\_\_\_ ^ EMAIL

**12. LISTING BROKER**

325. Agent is a member of the \_\_\_\_\_ Association/Board of REALTORS® and subscribes to the REALTOR®

326. Code of Ethics.

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

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

329. \_\_\_\_\_ ^ PRINT FIRM NAME \_\_\_\_\_ ^ PRINT FIRM NAME

330. \_\_\_\_\_ ^ TELEPHONE \_\_\_\_\_ ^ TELEPHONE

331. \_\_\_\_\_ ^ EMAIL \_\_\_\_\_ ^ EMAIL

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

**Initials >**

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OWNER | OWNER