

RESIDENTIAL LISTING CONTRACT EXCLUSIVE RIGHT TO SELL/RENT

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1. PARTIES

- 1. OWNER/SELLER: _____
- 2. _____ (“Owner”)
- 3. BROKER: _____ acting through _____
- 4. _____, _____ (“Listing Broker”)

FIRM NAME

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
- 6. thereon or incidental thereto, plus the personal property described herein (collectively the “Premises”).
- 7. Premises Address: _____ Assessor’s #: _____
- 8. City: _____ County: _____ AZ, Zip Code: _____
- 9. Legal Description: _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____

3. LISTING PRICE AND TERMS

- 14. **Agreement:** This Residential Listing Contract - Exclusive Right to Sell/Rent (“Agreement”) is between Owner and Listing
- 15. Broker. In consideration of Listing Broker’s agreement to find a ready, willing, and able buyer or tenant, Owner gives
- 16. Listing Broker the exclusive and irrevocable right to: **Sell** **Rent** **Sell and Rent** the Premises described above.
- 17. Owner acknowledges that signing more than one Exclusive Right to Sell/Rent or other form of listing contract for the
- 18. same Term could expose 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
- 20. rental) 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
- 22. on _____ (“Expiration Date”). Upon full execution of a contract for sale or lease of the Premises, all rights and
- 23. obligations of this Agreement will 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,
- 25. full power and authority to enter into this Agreement, deliver marketable title to the Premises, and consummate the
- 26. transaction contemplated hereby.
- 27. **Modification:** This Agreement may be modified only in writing signed by Owner and Listing Broker.
- 28. **Equal Housing Opportunity:** Listing Broker and Owner shall comply with all federal, state and local fair housing
- 29. laws and regulations, including, but not limited to, non-discrimination based on race, color, religion, sex, handicap,
- 30. familial status, national origin, sexual orientation, or gender identity.

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Initials>

OWNER	OWNER

Residential Listing Contract - Exclusive Right to Sell/Rent >>**4. COMPENSATION**

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

36. (OWNER'S INITIALS REQUIRED) _____

37. **All funds are to be in U.S. currency.**

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

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

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

46. **Sale:** _____% of the full purchase price **OR** \$_____.

47. **Additional Listing Broker Compensation:**

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

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

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

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

59. **Additional Listing Broker Compensation:**

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

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

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

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

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

5. FIXTURES & PERSONAL PROPERTY

102. **Fixtures and Personal Property:** For purposes of this Agreement, fixtures shall mean property attached/affixed to the
103. Premises. Owner agrees that all existing: fixtures on the Premises, personal property specified herein, and means to
104. operate fixtures and property (i.e., remote controls) shall convey in this sale or rental. Including the following:
105. • built-in appliances, ceiling fans and
106. remotes
107. • central vacuum, hose, and attachments
108. • draperies and other window coverings
109. • fireplace equipment (affixed)
110. • floor coverings (affixed)
111. • free-standing range/oven
112. • garage door openers and remotes
113. • light fixtures
114. • mailbox
- media antennas/satellite dishes (affixed)
• outdoor fountains and lighting
• outdoor landscaping (i.e., shrubbery, trees
and unpotting 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
115. If owned by Owner, the following items also are included in this sale or rental:
116. • affixed alternate power systems serving the Premises (i.e.,
117. solar)
118. • in-ground pool and spa/hot tub equipment and covers (including
119. any mechanical or other cleaning systems)
- security and/or fire systems and/or alarms
• water purification systems
• water softeners

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

121. refrigerator(s) (description): _____

122. washer(s) (description): _____

123. dryer(s) (description): _____

124. above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description):

125. _____

126. other: _____

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

128. _____

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

130. solar system alarm system propane tank water softener

131. Other leased or lien items not included in the sale or rental: _____

132. _____

133. _____

134. Fixtures not included in the sale or rental: _____

135. _____

6. AGENCY

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

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

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

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

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

7. BROKER AUTHORITY

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

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

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Initials>

OWNER	OWNER

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162. **Multiple Listing Service (MLS):** Listing Broker is authorized to provide any and all information regarding the Premises to
 163. any MLS of which Listing Broker is a participant and to publish and disseminate such information in print or electronic form
 164. to MLS participants and the general public, including dissemination of the information through Internet Data Exchanges
 165. (IDX) and Virtual Office Websites (VOWs). Listing Broker is authorized to report the sale or rental of the Premises and its
 166. price, terms and financing for dissemination through the MLS to MLS participants and the general public.
167. All terms of the transaction, including sale price and financing, if applicable, (i) will be provided to the MLS(s); and
 168. (ii) may be provided to the MLS even if the Premises is not listed with the MLS(s).
169. **Signs:** Listing Broker **IS** **IS NOT** allowed to place Listing Broker's "For Sale" sign or "For Rent" sign in
 170. conjunction with any customary sign rider on the Premises, and in the event of a sale, a "Sold" or "Pending" sign, or
 171. lease, a "Rented" sign (at Listing Broker's discretion) on the Premises. Seller acknowledges that any public marketing
 172. of the Premises will require submission to the MLS within one business day.
173. **Photos/Video:** Owner **DOES** **DOES NOT** authorize Listing Broker to place photos, video images/virtual tours of
 174. the Premises on the internet and other media, electronic and on-line media platforms. If authorized by Owner to do so,
 175. such marketing will be performed at the sole discretion of Listing Broker. Owner is cautioned to protect items in view.
176. Owner acknowledges that once images are placed on the internet, neither Listing Broker nor Owner has control
 177. over who can view such images and what use viewers may make of the images, or how long such images may
 178. remain available on the internet. Owner further assigns any rights, if owned, in all images to the Listing Broker
 179. and agrees that such images are the property of Listing Broker and that Listing Broker may use such images for
 180. advertising, including post sale and for Listing Broker's business in the future.
181. **Lockbox/Keysafe:** Listing Broker **IS** **IS NOT** authorized to install a lockbox/keysafe. A lockbox/keysafe is
 182. designed to hold a key to the Premises to permit access to the Premises by Listing Broker, cooperating brokers, MLS
 183. participants, their authorized licensees and representatives, authorized inspectors, and prospective buyers. Listing
 184. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft,
 185. loss, vandalism or damage attributed to the use of a lockbox/keysafe. If Premises is rented, Owner must comply with
 186. 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
 188. and terms of 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
 190. offers until the close of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner
 191. understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the
 192. cancellation or other nullification of any contracts arising from the acceptance of earlier offers.
193. (Check if applicable) **Accept backup offers** **Withhold verbal offers** **Withhold all offers** once Owner
 194. accepts a purchase 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
 196. Regulations and any associated policies.
197. **Cancellation:** Listing Broker reserves the right to cancel this Agreement unilaterally for cause, which shall include,
 198. but is not limited to, Listing Broker's good faith belief that any service requested of Listing Broker or any action
 199. undertaken by anyone other 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
 201. allow for showing 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
 203. or real property or person, whether attributable to use of a keysafe/lockbox, a showing of the Premises, or otherwise.
 204. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to,
 205. and take videos and photographs of the interior of the Premises. Owner agrees to: (i) take reasonable precautions to
 206. safeguard and protect valuables that might be accessible during showings of the Premises; and (ii) obtain insurance to
 207. protect against these risks. Broker does not maintain insurance for the Owner's benefit. Persons visiting the Premises

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208. may not be aware that they could be recorded by audio or visual devices installed by Owner (such as “nanny cams”
209. and hidden security cameras).
210. Owner is advised to post notice disclosing the existence of security devices on the Premises, if any.
211. **Adverse Information:** Owner has disclosed to Listing Broker all material latent defects and information concerning
212. the Premises known to Owner, including all material information relating to: (i) connection to a public sewer system,
213. septic tank or other sanitation system; (ii) the existence of any tax, judgment or other type of lien; (iii) past or present
214. infestation by or treatment for wood-destroying pests or organisms; and (iv) past or present repair of the Premises
215. for damage resulting from wood destroying pests or organisms. During the term of this Agreement, Owner agrees
216. to continue disclosing to Listing Broker all additional information of the type required by the preceding sentence
217. promptly after Owner becomes aware of any such information by updating the Seller’s Property Disclosure Statement,
218. Residential Lease Owner’s Property Disclosure Statement or other written notice.
219. **Disclosures:** Owner shall provide Listing Broker with accurate information about the Premises. Owner acknowledges
220. that Arizona law requires Owner to disclose material (important) facts about the Premises, even if Owner is not asked
221. by the buyer(s) or a real estate agent. Owner agrees to provide the following disclosures, if applicable:
222. **1. Affidavit of Disclosure:** If the Premises is located in an unincorporated area of the county, and five (5) or fewer
223. parcels of property other than subdivided property are being transferred, Owner shall deliver a completed Affidavit of
224. Disclosure in the form required by law to buyer within five (5) days after purchase contract acceptance.
225. **2. Disclosure of Lead-Based Paint and Lead-Based Paint Hazards (Sale or Rental):** If the Premises structure was
226. built before 1978, federal law requires that Owner provide the buyer or tenant with a lead-based paint disclosure form.
227. **3. Domestic Water Well Addendum Seller’s Property Disclosure Statement:** If the Premises is served by a
228. domestic water well, Owner shall deliver a completed Domestic Water Well Addendum to buyer within three (3) days
229. of contract acceptance.
230. **4. Foreign Investment in Real Property Tax Act certificate:** The Foreign Investment in Real Property Tax Act (“FIRPTA”
231. is applicable if Owner is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
232. estate (“Foreign Person”). Owner agrees to complete, sign, and deliver to Escrow Company a certificate indicating
233. whether Owner is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of
234. the purchase price withheld, unless an exception applies. Owner is responsible for obtaining independent legal and tax
235. advice.
236. **5. H.O.A. Condominium / Planned Community Addendum:** If the Premises is in a residential HOA/Condominium or
237. Planned Unit Development, Owner shall complete and return to Listing Broker page 1 of the HOA Addendum.
238. **6. Insurance Claims History:** Owner shall deliver to buyer a written five (5) year insurance claims history regarding
239. the Premises (or a claims history for the length of time Owner has owned the Premises if less than five (5) years) from
240. Owner’s insurance company or an insurance support organization or consumer reporting agency, or if unavailable
241. from these sources, from Owner, within five (5) days after purchase contract acceptance.
242. **7. Residential Lease Agreement (Lease):** If the Premises is to be sold while subject to a Lease, Owner shall provide a
243. copy of the Lease to the Listing Broker.
244. **8. Residential Lease Owner’s Property Disclosure Statement (RLOPDS):** The RLOPDS is designed to protect the
245. Owner by disclosing pertinent information regarding the Premises.
246. **9. Seller’s Property Disclosure Statement (SPDS):** The SPDS is designed to protect the Owner by disclosing
247. pertinent information regarding the Premises. Owner shall complete and return the SPDS to Listing Broker.
248. **10. Solar Addendum:** If a solar photovoltaic panel system (“Solar System”) has been installed on the Premises that is
249. subject to a lease or unpaid loan, Owner shall complete and return the Solar Addendum to Listing Broker.
250. **Recommendations:** If Listing Broker recommends a builder, contractor, escrow company, title company, pest control
251. service, appraiser, lender, home inspection company or home warranty company or any other person or entity to
252. Owner for any purpose, such recommendations shall be independently investigated and evaluated by Owner, who
253. hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity
254. recommended by Listing Broker will be based solely upon such independent investigation and evaluation. Owner
255. understands that said contractual arrangement may result in Compensation or fee to Listing Broker. Owner agrees it
256. will not allow mechanic’s liens to be recorded against the Premises during the term of this Agreement or at any time
257. prior to close of escrow.

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

263. (OWNER'S INITIALS REQUIRED) _____

9. REMEDIES

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

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

279. (OWNER'S INITIALS REQUIRED) _____

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

10. ADDITIONAL TERMS AND CONDITIONS

283. _____
284. _____
285. _____
286. _____
287. _____
288. _____
289. _____
290. _____
291. _____
292. _____
293. _____
294. _____
295. _____
296. _____

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

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

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OWNER	OWNER

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

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

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

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

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

11. OWNER

316.	_____	^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE	MO/DAYR	_____	^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE	MO/DAYR
317.	_____	^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME		_____	^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME	
318.	_____	^ ADDRESS		_____	^ ADDRESS	
319.	_____	^ CITY, STATE, ZIP CODE		_____	^ CITY, STATE, ZIP CODE	
320.	_____	^ TELEPHONE		_____	^ TELEPHONE	
321.	_____	^ EMAIL		_____	^ EMAIL	

12. LISTING BROKER

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

324.	_____	^ AGENT'S SIGNATURE	MO/DAYR	_____	^ AGENT'S SIGNATURE	MO/DAYR
325.	_____	^ AGENT'S PRINTED NAME		_____	^ AGENT'S PRINTED NAME	
326.	_____	^ PRINT FIRM NAME		_____	^ PRINT FIRM NAME	
327.	_____	^ TELEPHONE		_____	^ TELEPHONE	
328.	_____	^ EMAIL		_____	^ EMAIL	

For Broker Use Only:			
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