



**Vacant Land/Lot Listing Contract - Exclusive Agency >>**

28. **Equal Housing Opportunity:** Listing Broker and Owner shall comply with all federal, state and local fair housing laws  
29. and regulations, including, but not limited to, non-discrimination based on race, color, religion, sex, handicap, familial  
30. status, national origin, sexual orientation, or gender identity.

**4. COMPENSATION**

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

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

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

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

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

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

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

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

54. **Additional Listing Broker Compensation:**

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

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

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

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

66. **Additional Listing Broker Compensation:**

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

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Initials>

OWNER	OWNER

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

**5. FIXTURES & PERSONAL PROPERTY**

- 108. **Fixtures and Personal Property:** For purposes of this Agreement, fixtures shall mean property attached/affixed to
- 109. the Property. Owner agrees that all existing: fixtures on the Property, personal property specified herein, and means to
- 110. operate fixtures and property (i.e., remote controls) shall convey in this sale or lease. Including the following:
  
- 111. • cattle guards
- 112. • domestic water system
- 113. • electrical (including pedestal)
- 114. • fencing
- 115. • gate openers and controls
- 116. • gates
- 117. • irrigation systems
  
- mailbox
- outdoor landscaping (i.e. – shrub-  
bery, trees and unpotted plants)
- plumbing
- pumps
- septic system
- storage sheds
  
- timers
- underground tanks
- utility meters (including gas  
and water)
- water tanks
- windmills

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Initials>

OWNER	OWNER



**Vacant Land/Lot Listing Contract - Exclusive Agency >>**

- 118. If owned by the Owner, the affixed alternate power system(s) serving the Property (i.e., solar) is included in the sale or rental.
- 119. Other leased or lien items not included in the sale or lease: \_\_\_\_\_
- 120. \_\_\_\_\_
- 121. Fixtures not included in the sale or lease: \_\_\_\_\_
- 122. \_\_\_\_\_

**6. AGENCY**

- 123. **Owner Representation:** Listing Broker shall represent Owner in any resulting transaction during the term of this
- 124. Agreement, except as specified in Section 4. Unless otherwise agreed, Listing Broker acts as Owner's agent only and
- 125. has the duties of loyalty, obedience, disclosure, confidentiality, and accounting (Fiduciary Duties) as well as other duties
- 126. imposed by the Arizona Department of Real Estate. Owner acknowledges that Listing Broker may show prospective
- 127. buyers the Property and this shall not constitute a conflict of interest.
- 128. **Conduct of Brokers:** Regardless of whom they represent, all brokers have the obligation to: (i) treat all parties to
- 129. a transaction fairly; (ii) disclose, in writing, all facts known to the licensee that may materially and adversely affect
- 130. the consideration to be paid for the Property; and (iii) disclose that Owner or buyer(s) may be unable to perform.
- 131. REALTORS® are further obligated by the National Association of REALTORS® Code of Ethics to treat all parties honestly.
- 132. **Limited Representation:** A limited agency may occur when Listing Broker procures a buyer(s) for the Property. In this
- 133. situation, the same real estate company may represent the Owner's interest and the buyer(s) interest but not to the
- 134. detriment of the other party. Listing Broker can legally represent both parties with the knowledge and written consent of
- 135. both parties.
- 136. **What Listing Broker Cannot Disclose to Clients Under Limited Representation:** (i) confidential information the Listing
- 137. Broker may know about a client, without the client's express consent; (ii) the price or terms the Owner will take other
- 138. than the Price without permission of the Owner; (iii) the price or terms the buyer(s) is willing to pay without permission
- 139. of the buyer(s); (iv) a recommended or suggested price or terms the buyer(s) should offer; and (v) a recommended or
- 140. suggested price or terms the Owner should counter with or accept.
- 141. **Competing Owners:** Owner understands that Listing Broker may have or obtain listings on other properties, and that
- 142. potential buyer(s) may consider, make offers on, or purchase through Listing Broker, property the same as or similar to
- 143. Owner's Property. Owner consents to Listing Broker's representation of Owners and buyer(s) of other properties before,
- 144. during, and upon expiration of this Agreement.

**7. BROKER AUTHORITY**

- 145. **Listing Broker's Role:** Listing Broker is not responsible for the custody or condition of the Property or its management
- 146. (except under separate contract), upkeep, or repair.
- 147. **Advertising:** Owner agrees not to advertise or market the Property in any manner without the prior written permission of Broker.
- 148. **Multiple Listing Service (MLS):** Listing Broker is authorized to provide any and all information regarding the Property
- 149. to any MLS of which Listing Broker is a participant and to publish and disseminate such information in print or electronic
- 150. form to MLS participants and the general public, including dissemination of the information through Internet Data
- 151. Exchanges (IDX) and Virtual Office Websites (VOWs). Listing Broker is authorized to report the sale or lease of the
- 152. Property and its price, terms and financing for dissemination through the MLS to MLS participants and the general public.
- 153. All terms of the transaction, including sales price and financing, if applicable: (i) will be provided to the MLS(s); and (ii)
- 154. may be provided to the MLS even if the Property is not listed with the MLS(s).
- 155. **Signs:** Listing Broker  IS  IS NOT allowed to place Listing Broker's "For Sale" sign or "For Rent" sign in conjunction
- 156. with any customary sign rider on the Property, and in the event of a sale, a "Sold" or "Pending" sign, or lease, a
- 157. "Rented" sign (at Listing Broker's discretion) on the Property. Owner acknowledges that any public marketing of the
- 158. Property will require submission to the MLS within one business day.
- 159. **Photos/Video:** Owner  DOES  DOES NOT authorize Listing Broker to place photos, video images/virtual tours of
- 160. the Property on the internet and other electronic and on-line media platforms. If authorized by Owner to do so, such
- 161. marketing will be performed at the sole discretion of Listing Broker. Owner is cautioned to protect items in view.

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Initials>

OWNER	OWNER

**Vacant Land/Lot Listing Contract - Exclusive Agency >>**

162. Owner acknowledges that once images are placed on the internet, neither Listing Broker nor Owner has control over  
163. who can view such images and what use viewers may make of the images, or how long such images may remain  
164. available on the internet. Owner further assigns any rights in all images, if owned, to the Listing Broker and agrees that  
165. such images are the property of Listing Broker and that Listing Broker may use such images for advertising, including  
166. post sale and for Listing Broker's business in the future.

167. **Lockbox/Keysafe:** Listing Broker  IS  IS NOT authorized to install a lockbox/keysafe. A lockbox/keysafe is  
168. designed to hold a key to the Property to permit access to the Property by Listing Broker, Cooperating Brokers, MLS  
169. participants, their authorized licensees and representatives, authorized inspectors, and prospective buyers. Listing  
170. Broker, Cooperating Brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss,  
171. vandalism or damage attributed to the use of a lockbox/keysafe.

172. **Offers:** Listing Broker  IS  IS NOT authorized to disclose the existence of offers. Listing Broker  IS  IS NOT  
173. authorized to disclose the terms of offers with other offerors which may include the price and terms for a sale or lease.

174. **Subsequent Purchase or Lease Offers:** Listing Broker acknowledges that Owner has the right to accept subsequent  
175. offers until the close of escrow in the case of a sale or until possession by a lessor of the Property in the case of a lease.  
176. Owner understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the  
177. cancellation or other nullification of any contracts arising from the acceptance of earlier offers.

178. Listing Broker may (Check if applicable)  **Accept backup offers**  **Withhold verbal offers**  **Withhold all offers**  
179. once Owner accepts a purchase or lease contract for the Property.

180. Broker will change or maintain the correct MLS Listing status in accordance with the MLS Rules and Regulations and any  
181. associated policies.

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

**8. OWNER OBLIGATIONS**

185. **Property Access:** Owner shall provide access to the Property at reasonable times and upon reasonable notice to allow for  
186. showing the Property to prospective buyers and Cooperating Brokers.

187. **Security, Insurance, Showings, Audio and Video:** Broker(s) is not responsible for loss of or damage to personal or real  
188. property or person, whether attributable to use of a lockbox/keysafe, a showing of the Property, or otherwise. Third parties,  
189. including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos  
190. and photographs of the Property. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that  
191. might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does  
192. not maintain insurance for the Owner's benefit. Persons visiting the Property may not be aware that they could be recorded by  
193. audio or visual devices installed by Owner (such as "nanny cams" and hidden security cameras).

194. Owner is advised to post notice disclosing the existence of security devices on the Property, if any.

195. **Adverse Information:** Owner has disclosed to Listing Broker all material latent defects and information concerning the  
196. Property known to Owner, including all material information relating to: (i) connection to a public sewer system, septic tank  
197. or other sanitation system; (ii) the existence of any tax, judgment or other type of lien; (iii) past or present infestation by  
198. or treatment for wood-destroying pests or organisms; (iv) past or present repair of the Property for damage resulting from  
199. wood destroying pests or organisms; (v) easements/right of way; and (vi) environmental information. During the term of  
200. this Agreement, Owner agrees to continue disclosing to Listing Broker all additional information of the type required by  
201. the preceding sentence promptly after Owner becomes aware of any such information by updating the Vacant Land/Lot  
202. Seller's Property Disclosure Statement or other written notice.

203. **Public Report:** If the Property is located in a subdivision:

- 204. A. Have you and/or any entity in which you have a financial interest ever owned six or more lots in this subdivision?  Yes  No
- 205. B. If Yes to A, Owner has applied for and been issued an approved Public Report  Yes  No

206. **Disclosures:** Owner shall provide Listing Broker with accurate information about the Property. Owner acknowledges  
207. that Arizona law requires Owner to disclose material (important) facts about the Property, even if Owner is not asked  
208. by the buyer(s) or a real estate agent. Owner agrees to provide the following disclosures, if applicable:

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Initials>

OWNER	OWNER

**Vacant Land/Lot Listing Contract - Exclusive Agency >>**

- 209. **1. Affidavit of Disclosure:** If the Property is located in an unincorporated area of the county, and five (5) or fewer parcels
- 210. of property other than subdivided property are being transferred, Owner shall deliver a completed Affidavit of Disclosure
- 211. in the form required by law to buyer within five (5) days after contract acceptance.
  
- 212. **2. Domestic Water Well/Water Use Addendum Seller’s Property Disclosure Statement:** If the Property is served by a
- 213. domestic water well, Owner shall deliver a completed SPDS to buyer within five (5) days after contract acceptance.
  
- 214. **3. Shared Well Agreement:** If the Property is served by a shared well, Owner shall deliver a copy of the shared well
- 215. agreement to buyer within five (5) days after contract acceptance.
  
- 216. **4. Environmental Disclosure:** Owner shall disclose any and all information wherein Owner has caused or permitted the
- 217. generation, storage, treatment, release or disposal of any hazardous waste or regulated substances at the Property.
  
- 218. **5. Foreign Investment in Real Property Tax Act certificate:** The Foreign Investment in Real Property Tax Act (“FIRPTA”) is
- 219. applicable if Owner is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate
- 220. (“Foreign Person”). Owner agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Owner
- 221. is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of the purchase price
- 222. withheld, unless an exception applies. Owner is responsible for obtaining independent legal and tax advice.
  
- 223. **6. H.O.A. Condominium / Planned Community Addendum:** If the Property is in a residential HOA/Condominium or
- 224. Planned Unit Development, Owner shall complete and return to Listing Broker page 1 of the HOA Addendum.
  
- 225. **7. Architectural Design Guidelines:** If the Property is subject to Architectural Design Guidelines, Owner shall deliver a
- 226. copy to buyer.
  
- 227. **8. Road and/or Gate Maintenance Agreement:** Owner shall provide to buyer, within five (5) days after contract
- 228. acceptance, a copy of any known road and/or gate maintenance agreement affecting the Property.
  
- 229. **9. Survey:** Owner shall deliver a copy of any and all survey(s) relating to the Property in Owner’s possession to buyer.
  
- 230. **10. Site Soil Evaluation:** If Owner has a site soil evaluation that is acceptable to the county the Property is located in,
- 231. Owner shall provide a copy to the buyer.
  
- 232. **11. Vacant Land/Lot Lease Agreement (Lease):** If the Property is to be sold while subject to a Lease, Owner shall provide
- 233. a copy of the Lease to the Listing Broker.
  
- 234. **12. Vacant Land/Lot Seller’s Property Disclosure Statement (VLSPDS):** The VLSPDS is designed to protect the Owner
- 235. by disclosing pertinent information regarding the Property. Owner shall complete and return the SPDS to Listing Broker.
  
- 236. **13. Agricultural Foreign Investment Disclosure Act:** Owner and buyer shall comply with the Agricultural Foreign
- 237. Investment Disclosure Act and make the required disclosures to the U.S. Department of Agriculture.
  
- 238. **Recommendations:** If Listing Broker recommends a builder, contractor, escrow company, title company, pest control
- 239. service, appraiser, lender, inspection company or warranty company or any other person or entity to Owner for any
- 240. purpose, such recommendations shall be independently investigated and evaluated by Owner, who hereby acknowledges
- 241. that any decision to enter into any contractual arrangement with any such person or entity recommended by Listing
- 242. Broker will be based solely upon such independent investigation and evaluation. Owner understands that said contractual
- 243. arrangement may result in Compensation or fee to Listing Broker. Owner agrees it will not allow mechanic’s liens to be
- 244. recorded against the Property during the term of this Agreement or at any time prior to close of escrow.
  
- 245. **Indemnification:** Owner hereby expressly releases, holds harmless and indemnifies Listing Broker, all Boards or
- 246. Associations of REALTORS®, MLS, and all other brokers from any and all liability, damages, and responsibility
- 247. regarding damage or loss arising from any misrepresentation or breach of warranty by Owner in this Agreement, any
- 248. incorrect information supplied by Owner and any facts concerning the Property not disclosed or withheld by Owner,
- 249. including without limitation, any facts known to Owner relating to Adverse Information or latent defects, or any injury or
- 250. damage to persons or property in connection with the marketing or showing of the Property.

251. **(OWNER’S INITIALS REQUIRED)** \_\_\_\_\_

**9. REMEDIES**

- 252. **Alternative Dispute Resolution:** Owner and Listing Broker (“Parties”) agree to mediate any dispute or claim arising
- 253. out of or relating to this Agreement. All mediation costs shall be paid equally by the Parties. In the event that mediation

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Initials>

OWNER	OWNER



**Vacant Land/Lot Listing Contract - Exclusive Agency >>**

254. does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In  
255. such event, the Parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the  
256. Parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association  
257. ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be  
258. final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent  
259. jurisdiction. Notwithstanding the foregoing, either Party may opt out of binding arbitration within thirty (30) days after  
260. the conclusion of the mediation conference by notice to the other and in such event either Party shall have the right to  
261. resort to court action.

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

267. **(OWNER'S INITIALS REQUIRED)** \_\_\_\_\_

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

**10. ADDITIONAL TERMS AND CONDITIONS**

271. \_\_\_\_\_  
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284. \_\_\_\_\_  
285. \_\_\_\_\_

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

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

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

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

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Initials>

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OWNER	OWNER

**Vacant Land/Lot Listing Contract - Exclusive Agency**

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

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

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

**11. OWNER**

305. \_\_\_\_\_  
^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR ^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR

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

307. \_\_\_\_\_  
^ ADDRESS ^ ADDRESS

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

309. \_\_\_\_\_  
^ TELEPHONE ^ TELEPHONE

310. \_\_\_\_\_  
^ EMAIL ^ EMAIL

**12. LISTING BROKER**

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

313. \_\_\_\_\_  
^ AGENT'S SIGNATURE MO/DA/YR ^ AGENT'S SIGNATURE MO/DA/YR

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

315. \_\_\_\_\_  
^ PRINT FIRM NAME ^ PRINT FIRM NAME

316. \_\_\_\_\_  
^ TELEPHONE ^ TELEPHONE

317. \_\_\_\_\_  
^ EMAIL ^ EMAIL

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