

# LISTING AGREEMENT

(Exclusive Right to Sell)

THE PRE-PRINTED PORTIONS OF THIS LISTING AGREEMENT ("AGREEMENT") HAVE BEEN APPROVED BY THE ("MLS"). THIS IS A BINDING CONTRACT. FOR LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

## 1. PROPERTY

**EXCLUSIVE RIGHT TO SELL:** I/We ("Seller") hereby give the real estate company named on Line 343 ("Listing Broker") an exclusive and irrevocable right to sell the real estate described below together with all improvements, fixtures, personal property described herein, and appurtenances thereon or incidental thereto (collectively the "Premises"). The term "Listing Broker" shall include the licensed real estate agent(s) of the Listing Broker, if any, named on Line 341 ("Listing Agent").

**TERM:** This Agreement shall commence on \_\_\_/\_\_\_/\_\_\_ and shall expire at 11:59 P.M. Mountain Standard Time (Arizona) on \_\_\_/\_\_\_/\_\_\_ ("Term"). If prior to the expiration of the Term a purchase contract is entered into in writing between Seller and a Buyer, then this Listing Agreement shall be extended through the close of escrow or the termination of said purchase contract, whichever first occurs ("Extended Term").

**SELLER REPRESENTATIONS:** Seller represents to all licensed agents involved in the sale of the Premises, to MLS, and to the Buyer(s), and said parties have a right to rely upon: (i) Seller is the sole owner of the Premises; (ii) no other person(s) or entities' consent shall be required to provide marketable title to the Premises; (iii) Seller has the legal standing, capacity, and authority to offer and convey marketable title to the Premises; (iv) Seller is not currently a party to any other listing agreement for the sale of the Premises; and (v) the information provided in this Agreement is complete and accurate.

**PREMISES:** The Premises includes the following described real property:

**Real Property Address:** \_\_\_\_\_ **Assessor's #:** \_\_\_\_\_

**City/Town/Municipality:** \_\_\_\_\_ **County:** \_\_\_\_\_ **AZ, Zip Code:** \_\_\_\_\_

**Legal Description:** \_\_\_\_\_

\_\_\_\_\_

Addenda Incorporated:  Exempt Delayed  Short Sale  Other:

**Fixtures and Personal Property:** For purposes of this Agreement, fixtures shall mean property attached/affixed to the Premises. Seller agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and property (i.e. - remote controls) shall convey in this sale. Including the following:

- |  |   |   |
|--|---|---|
| 25 • built-in appliances                     | • light fixtures  | • storage sheds   |
| 26 • ceiling fans and remote controls        | • mailbox   | • storm windows and doors                               |
| 27 • central vacuum, hose, and attachments   | • media antennas/satellite dishes (affixed)                         | • stoves: gas-log, pellet, wood-burning                 |
| 28 • draperies and other window coverings    | • outdoor fountains and lighting                                    | • timers (affixed)                                      |
| 29 • fireplace equipment (affixed)           | • outdoor landscaping (i.e. – shrubbery, trees and unpotted plants) | • towel, curtain and drapery rods                       |
| 30 • floor coverings (affixed)               | • shutters and awnings  | • wall mounted TV brackets and hardware (excluding TVs) |
| 31 • free-standing range/oven                | • speakers (flush-mounted)  | • water-misting systems                                 |
| 32 • garage door openers and remote controls | • smart home devices  | • window and door screens, sun shades                   |

\_\_\_\_\_/\_\_\_\_\_  
Seller/Seller



- 36 If owned by Seller, the following items also are included in this sale:
- 37 • affixed alternate power systems
  - 38 • serving the Premises (i.e. – solar)
  - 39 • in-ground pool and spa/hot tub
  - 40 • equipment and covers (including any mechanical or other cleaning systems)
  - security and/or fire systems and/or alarms
  - water purification systems
  - water softeners

41 **APPLIANCES AND ADDITIONAL EXISTING PERSONAL PROPERTY:** The Premises shall include the  
 42 following

43 appliances which are presently located in or upon the Premises:  Refrigerator  Washer  Dryer

44  Other \_\_\_\_\_

45 **Additional items of personal property included in sale:** \_\_\_\_\_

46 \_\_\_\_\_

47 **Personal property, fixtures and leased items NOT included in sale** \_\_\_\_\_

48 \_\_\_\_\_

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## 2. TERMS AND COMPENSATION

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49 **LISTED PRICE:** The Premises shall be offered for sale at \$\_\_\_\_\_ (“Listed Price”).

50 **TERMS AND CONDITIONS:** The Premises shall be offered for sale pursuant to the provisions of this Listing  
 51 Agreement, the Information Property Profile Sheet (“Property Profile Sheet”), and any addenda, data and other  
 52 documentation incorporated into this Listing Agreement (collectively “Agreement”). Seller authorizes the Listing  
 53 Broker to update and correct incidental information on the Property Profile Sheet as, in Listing Broker’s opinion,  
 54 is necessary. This shall not include price changes, or an extension of this agreement, which must be made with  
 55 Seller’s written authorization.

56 **MODIFICATIONS:** This Agreement may be modified at any time as agreed upon by Seller and Listing Broker in  
 57 writing. The Status Report Form may constitute an addendum to this Agreement.

58 **COMPENSATION: COMPENSATION FOR THE SALE OF THE PREMISES IS NOT SET BY ANY REALTOR®**  
 59 **ASSOCIATION OR ANY MULTIPLE LISTING SERVICE. THE COMPENSATION PAYABLE FOR THE SALE**  
 60 **OF THE PREMISES IS NEGOTIATED BETWEEN THE LISTING BROKER AND THE SELLER.**

61 **NON-REFUNDABLE RETAINER FEE:** Listing Broker acknowledges receipt from Seller of a non-refundable  
 62 retainer fee of \$\_\_\_\_\_ for initial consultation and research (“Retainer Fee”) which shall be deemed  
 63 earned upon receipt and which  Shall  Shall Not be credited against any other compensation owed by  
 64 Seller to Listing Broker as provided on Lines 65 through 87.

65 **TOTAL COMPENSATION FOR SALE OF PREMISES:** Seller shall pay to Listing Broker \_\_\_\_\_ % of  
 66 the gross sales price  and  or \$\_\_\_\_\_ (“Total Compensation”).  
 67 Seller acknowledges Listing Broker will cooperate with and share Compensation with Buyer’s Broker as follows:  
 68 Listing Broker: \_\_\_\_\_% of gross sales price or \$\_\_\_\_\_  
 69 Cooperating Broker: \_\_\_\_\_% of gross sales price or \$\_\_\_\_\_  
 70 Total Compensation shall be paid upon the occurrence of any of the following events:

71 A. During the Term or Extended Term of this Agreement, Listing Broker, individually or in cooperation with  
 72 a licensed Broker(s)/Agents (“Cooperating Broker”), produces a Buyer ready, willing, and able to

\_\_\_\_\_/\_\_\_\_\_  
 Seller/Seller



- 73 purchase the Premises according to the terms and conditions of this Agreement or upon such other price  
74 and/or terms and conditions as subsequently agreed to by Seller; or
- 75 B. During the Term or Extended Term of this Agreement, Seller sells/transfers/leases/options/auctions/  
76 encumbers/unilaterally terminates this Agreement or otherwise makes the title of the Premises  
77 unmarketable or in any manner makes the Premises unavailable to Listing Broker for sale; or
- 78 C. **Within \_\_\_\_\_ days** after the expiration of the Term or Extended Term of this Agreement, Seller  
79 accepts an offer for the sale, lease with option to purchase, exchange, or otherwise conveys title to any  
80 person(s) (or an entity substantially owned by any such person(s)) introduced to the Premises during the  
81 Term or Extended Term of this Agreement by any source whatsoever, unless the Premises has first  
82 been re-listed for sale with another broker on an exclusive-right-to-sell basis; or
- 83 D. During the Term or Extended Term of this Agreement, Seller agrees to sell, or transfers the title of all or  
84 any portion of the Premises to any governmental entity resulting from an actual, claimed or threatened  
85 taking of all or part of the Premises by the governmental entity pursuant to its power of eminent domain;  
86 or
- 87 E. During the Term or Extended Term of this Agreement, a sale of the Premises is prevented by Seller.

88 **PAYMENT OF COMPENSATION:** If the Premises is sold through Listing Broker, the Compensation shall be  
89 paid at and as a condition of the close of escrow. In all other cases set forth in Lines 65 - 87 above, the  
90 Compensation shall be paid upon the occurrence of the listing termination or sale.

91 **ESCROW INSTRUCTIONS:** This Agreement may be delivered to escrow and shall constitute instructions by  
92 Seller to Escrow Agent to pay the Compensation authorized by this Agreement out of proceeds due Seller at  
93 time of closing. If Seller's proceeds are not sufficient in amount to pay such Compensation, Seller shall deposit a  
94 sum sufficient to pay said Compensation. If an earnest money deposit is forfeited, Escrow Agent shall pay  
95 Compensation to Listing Broker in an amount equal to \_\_\_\_\_ of the earnest money deposit, not to  
96 exceed the full amount of Compensation due pursuant to Lines 65 - 87 above.

97 **CLOSE OF ESCROW:** Close of Escrow ("COE") is when the deed and any other instruments necessary to  
98 complete the transfer of title are recorded with the appropriate county recorder's office. Seller shall timely  
99 comply with all terms and conditions of the purchase contract, including executing and delivering to Escrow  
100 Company all closing documents which may be required to be furnished by Seller, and performing all other acts  
101 necessary in sufficient time to allow COE to occur by the closing date specified in the purchase contract ("COE  
102 Date"). Unless otherwise agreed, Seller shall pay a prorated portion of taxes, assessments, HOA fees, and  
103 other costs related to COE that are customarily prorated in the county where the Premises is located. The sale  
104 proceeds shall be promptly distributed following COE. Unless otherwise specified in the purchase contract,  
105 Seller shall deliver possession, occupancy, existing keys, and/or means to operate all locks, mailbox, security  
106 system/alarms and all common area facilities to Buyer at COE.

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### 3. DUTIES AND AUTHORIZATIONS

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107 **ROLE of BROKER:** Seller acknowledges that the Listing Broker is not responsible for the custody or condition  
108 of the Premises or for its management, maintenance, upkeep or repair.

109 **REPRESENTATION OF SELLER:** Unless otherwise agreed, a Listing Broker acts as agent for Seller only and  
110 has the duties of loyalty, obedience, disclosure, confidentiality, and accounting ("Fiduciary Duties") as well as  
111 other duties imposed by the Arizona Department of Real Estate ("ADRE") only to Seller. Seller acknowledges  
112 the property may be shown to Buyers by Listing Broker and this shall not constitute a conflict of interest. Seller  
113 should carefully review all advertising materials and contractual documents prepared by Listing Broker as Seller  
114 may be bound by these materials. Listing Broker shall always exercise reasonable skill and care in the  
115 performance of Listing Broker's duties to Seller. Seller is aware that Listing Broker may list other properties that  
116 are similar to and/or are located in proximity to the Premises.



117 **REPRESENTATION OF BUYER:** A Buyer's Broker (or "Cooperating Broker") represents only the Buyer and  
118 has Fiduciary Duties as well as other duties imposed by ADRE in dealings with Buyer only to Buyer. Buyer's  
119 Broker may receive Compensation from Buyer, Seller, or both

120 **CONDUCT OF BROKERS:** Regardless of whom they represent, real estate licensees have the obligation to: (i)  
121 treat all parties to a transaction honestly; (ii) disclose, in writing, all facts known to the licensee that may  
122 materially and adversely affect the consideration to be paid for the Premises; (iii) disclose that Seller or Buyer  
123 may be unable to perform; and (iv) disclose any information concerning any material non-obvious (latent) defect  
124 existing in the Premises. REALTORS® are further obligated by their Code of Ethics to treat all parties honestly.

125 **DUAL (limited) REPRESENTATION:** A dual agency (or limited agency) may occur when the Listing Broker  
126 procures a Buyer for the Property. In this situation, the same real estate company may be representing the  
127 Seller's interest and the Buyer's interest. A dual agency may occur in this or in other ways. Brokers and their  
128 Agents can legally represent both the Seller and the Buyer with the knowledge and written consent of both the  
129 Seller and the Buyer. A Dual Agent has the duties of loyalty, obedience, disclosure, confidentiality and  
130 accounting to both the Seller and the Buyer. Seller recognizes that in a dual agency situation, the duties  
131 normally owed the Seller by the Listing Broker and his/her Agents may be limited in that confidential information  
132 pertaining to the Buyer may not be disclosed to the Seller (and likewise, confidential information concerning the  
133 Seller may not be disclosed to the Buyer). Seller agrees that the Listing Broker and his/her Agents shall not be  
134 liable for failing or refusing to disclose confidential information. The Dual Agent may receive compensation from  
135 the Buyer and/or from the Listing Broker with the written consent of all parties.

136 **CONSENT TO DUAL AGENCY:** Seller  Does  Does Not authorize Listing Broker to be a Dual Agent.

137 **Seller Initials Required:** \_\_\_\_\_/  
Seller/Seller

138 **NON DISCLOSURE:** Sellers and Listing Brokers are not obligated to disclose that a property has been the site  
139 of a natural death, suicide, homicide, or any crime classified as a felony, nor that the property was owned or  
140 occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be  
141 transmitted through common occupancy of real estate, nor that the property is located in the vicinity of a sex  
142 offender.

143 **SIGNS/MARKETING:** Seller  Does  Does Not agree to the placement of a customary "For Sale" and  
144 "Sold" sign(s) together with customary sign riders on the Premises through COE. In any event, Seller agrees to  
145 immediately remove, or have removed, all "For Sale" signs not belonging to Listing Broker. The placement of  
146 directional or other signs on public or private property without the property owner's permission is illegal. Listing  
147 Broker/Agent will not illegally place such signage. Seller agrees not to advertise or market the Premises in any  
148 manner without the prior written permission of Listing Broker.  
149 Seller acknowledges that any public marketing of the premises will require submission to the Multiple Listing  
150 Service within one business day.

**Seller Initials Required:** \_\_\_\_\_/  
Seller/Seller

151 **VIDEO/STILL IMAGES:** Seller  Does  Does Not consent to the taking and placement of video, still or other  
152 images of the Premises on the Internet and in other media at the sole discretion of Listing Broker. Seller is  
153 cautioned to protect valuable items from view. Listing Broker has no responsibility for loss of such valuable  
154 items. Seller understands the public may have unlimited access to the images and may download and/or copy  
155 them. Any such images are the property of Listing Broker.

156 **ACCESS AND KEYSAFE:** Seller  Does  Does Not authorize the installation and use of a Keysafe that  
157 contains an access key to the Premises. A Keysafe permits access at any time to the interior of the Premises by  
158 MLS Participants together with potential Buyers. Seller is advised to take appropriate security precautions to  
159 protect items including but not limited to valuables, weapons, prescription medication and pets. Seller agrees,

\_\_\_\_\_  
Seller/Seller  
Revised May 2020



160 upon reasonable notice, to cooperate with previews and showings of the Premises at reasonable times. If there  
161 are any adult occupants of the Premises other than Seller or Seller's family, or if the Premises is subject to a  
162 rental agreement, then Seller shall immediately provide Listing Broker with written permission from all adult  
163 occupants authorizing access by the MLS Participants and potential buyers at reasonable times upon  
164 reasonable prior notice according to the current Arizona Landlord Tenant Act.

165 **HOME WARRANTY PLAN:** Seller  **Does**  **Does Not** agree to provide Buyer, at Seller's expense, at  
166 COE, a home warranty plan acceptable to Seller. Seller is aware that home warranty plans may provide benefits  
167 to Seller, during the Term and/or escrow period, as well as to the Buyer of the Premises.

168 **SUBSEQUENT OFFER:** Seller shall, prior to close of escrow, receive all offer(s) to purchase the Premises  
169 unless otherwise agreed upon by Seller in writing. Seller understands that any subsequent offer accepted by the  
170 Seller must be a backup offer contingent on the cancellation of the Contract.

171 **INDEMNIFICATION:** As a material condition of this Agreement, Seller agrees that the MLS and its Shareholder  
172 and Non-Shareholder Associations are third-party beneficiaries of this Agreement for the purpose of  
173 indemnification.  
174 Seller agrees to hold harmless and indemnify MLS, its Shareholder and Non-Shareholder Associations, their  
175 Directors, Officers, employees and volunteers as well as Listing Broker and the Cooperating Broker involved in  
176 this transaction from any and all claims, damages, liability or other loss, including all attorneys' fees and legal  
177 costs incurred arising out of any claim of misrepresentation or for any action or non-action by Seller including,  
178 but not limited to, the supplying of incorrect information, breach of warranty or any other claim arising out of this  
179 Agreement or the sale and purchase of the Premises or as a result of the dissemination of any inaccurate  
180 information concerning the listing of the Premises published by a third party website. This provision is to be  
181 liberally construed in favor of the indemnified parties.

182 **Seller Initials Required:** \_\_\_\_\_ / \_\_\_\_\_  
Seller/Seller

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#### 4. SELLER OBLIGATIONS

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183 **FAIR HOUSING:** The Premises shall be offered to all persons without regard to their ancestry, race, religion,  
184 color, gender, sexual orientation, handicap, marital status, familial status, age or national origin or any other  
185 mandated classification by prevailing federal, state or local laws.

186 **SELLER PROPERTY DISCLOSURE STATEMENT ("SPDS"):** Seller shall complete and return to Listing  
187 Broker a SPDS form within three (3) calendar days after receipt thereof. Listing Broker shall have no  
188 responsibility, in whole or part, for the preparation of the SPDS. Seller shall fully disclose all material facts  
189 known to Seller concerning any previous or current problem(s) or condition(s) that could adversely affect the  
190 value or marketability of the Premises. Seller shall immediately advise Listing Broker, in writing, concerning any  
191 subsequent changes that occur concerning the Premises or that are subsequently discovered and cause the  
192 SPDS form to be amended accordingly and authorizes release of such information to all Cooperating Brokers.  
193 Seller agrees to hold Broker harmless from any damages if Seller does not inform Broker of changes in writing.

194 **Public Report:** Seller represents that if the Property is located in a subdivision:  
195 A. Have you and/or any entity in which you have a financial interest EVER owned six or more lots in this  
196 subdivision?  Yes  No  
197 B. If Yes to A, Seller has applied for and been issued an approved Public Report  Yes  No

198 **AFFIDAVIT OF DISCLOSURE:** If the Premises is located in an unincorporated area of the county, and five or  
199 fewer parcels of property other than subdivided property are being transferred, the Seller shall be required to



200 provide Listing Broker a completed, notarized State of Arizona Affidavit of Disclosure form required pursuant to  
201 Arizona Revised Statute§33-422 within seven (7) days of the commencement date of this Agreement.

202 **DOMESTIC WATER WELL/WATER USE ADDENDUM SELLER'S PROPERTY DISCLOSURE STATEMENT**  
203 **("DOMESTIC WATER WELL/WATER USE ADDENDUM SPDS")**: Property  **Does**  **Does Not** have a  
204 Domestic Water Well. If the property is served by a domestic water well, Seller shall complete and return the  
205 Domestic Water Well/Water Use Addendum SPDS to Listing Broker within five (5) calendar days after receipt  
206 thereof. Seller shall fully disclose all material facts known to Seller concerning any previous or current  
207 problem(s) or condition(s) that could adversely affect the value or marketability of the Property. Seller shall  
208 immediately advise Listing Broker, in writing, concerning any subsequent changes that occur concerning the  
209 Property or that are subsequently discovered and cause the Domestic Water Well/ Water Use Addendum SPDS  
210 form to be amended accordingly and authorizes release of such information to all Cooperating Brokers. Seller  
211 agrees to hold Broker harmless from any damages if Seller does not inform Broker of changes in writing.

212 **WATER / WELL RIGHTS**: The following described water/well rights shall transfer with the subject property, if  
213 any:  
214 \_\_\_\_\_

215 **HOA RESALE NOTIFICATION AND ADDENDUM**: If the Premises is in a residential HOA/Condominium or  
216 Planned Unit Development, Seller shall complete and return to Listing Broker Page one of the HOA  
217 Condominium/Planned Community Addendum within (5) Calendar Days after receipt thereof. Seller shall fully  
218 disclose all information requested on the form to the best of Seller's actual knowledge as of the date signed. If  
219 the Premises is in a residential HOA/Condominium or Planned Unit Development ("Planned Community")  
220 consisting of less than fifty (50) units, Seller shall deliver to Buyer and Escrow Company the disclosure notice to  
221 be provided to Buyer within ten (10) days following acceptance of a purchase contract. If the Premises is in a  
222 Planned Community with fifty (50) or more units, the HOA shall mail or deliver the required disclosure notice to  
223 Buyer and the Escrow Company within ten (10) days following receipt of a written notice of a pending sale of the  
224 Premises. Seller shall promptly notify the HOA of the pending sale of the Premises.

225 **Seller Initials Required:** \_\_\_\_\_ / \_\_\_\_\_  
Seller/Seller

226 **INSURANCE CLAIMS HISTORY**: Seller shall deliver to buyer a written five-year insurance claims history  
227 regarding the Premises (or a claims history for the length of time Seller has owned the Premises if less than five  
228 years) from Seller's insurance company or an insurance support organization, or consumer reporting agency, or  
229 if unavailable from those sources, from Seller, within five (5) days after contract acceptance.

230 **CONDITION OF PREMISES AND INSURANCE**: Seller is responsible to maintain the Premises in the same or  
231 better condition as on the date of execution of this Agreement through COE. Therefore, Seller should maintain  
232 appropriate hazard insurance to cover partial or complete destruction of the Premises as well as any loss due to  
233 theft, vandalism, water and glass breakage, if available, as well as liability coverage. Seller shall consider  
234 notifying insurance company prior to vacancy of property.

235 **UTILITIES**: During the term of this Listing, Seller is encouraged to have all utilities on which are currently  
236 connected. Seller may be required to turn on all utilities during escrow period.

237 **LEAD BASED PAINT**: If any portion of the Premises was constructed prior to 1978, federal law requires that  
238 Buyer be provided a Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form. If  
239 applicable, Seller shall provide Listing Broker, simultaneously with the execution of this Agreement or not later  
240 than five (5) days following execution of this Agreement, a completed and executed disclosure form.

241 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 ("FIRPTA")**: If Seller is a foreign person or  
242 a nonresident alien, Seller shall provide Escrow Agent with a completed and signed FIRPTA certificate. In which  
243 case, Seller acknowledges that any Buyer may be required to withhold a tax of up to 15% of the purchase price  
244 unless an exemption applies.



245 **REFERRALS-RESPONSIBILITY:** If Listing Broker, Cooperating Broker, or their Agents recommend to Seller  
246 any person, entity or service, for any purpose, it shall be Seller's duty to independently investigate the  
247 qualifications of the referred party. Seller shall hold harmless and indemnify the referring party from any adverse  
248 consequences resulting from such referral.

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## 5. FUTURE SELLER OBLIGATIONS

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249 **SEPTIC OR ALTERNATIVE TREATMENT SYSTEM:** If the Premises is served in whole or in part by an on-site  
250 wastewater treatment facility, Seller shall, at Seller's expense, place in escrow any certification(s) which may be  
251 required by any law and/or any appropriate regulatory bodies. Certification may require that the system be  
252 inspected, emptied and/or repaired prior to the issuance of the requisite certification. If a public sewer line of  
253 sufficient capacity exists within 200 feet of the Premises, the lender or local health authority may require  
254 connection to the public sewer line prior to or upon transfer of ownership. Unless otherwise agreed upon with  
255 Buyer, such connection to the public sewer line shall be at Seller's expense.

256 **POOL SAFETY:** If the Premises includes a swimming pool or spa, Seller shall provide Buyer with an opportunity  
257 to review the relevant pool barrier laws and shall provide Buyer with a notice concerning pool safety which shall  
258 be signed by Buyer acknowledging receipt thereof.

259 **DEED/TITLE INSURANCE:** Seller shall convey title to Buyer by general warranty deed. Buyer shall be  
260 provided, at Seller's expense, an American Land Title Association ("ALTA") Homeowner's Title Insurance Policy,  
261 or if not available, an ALTA Residential Title Insurance Policy ("Plain Language" / "1-4" units") or, if not available,  
262 a Standard Owner's Title Insurance Policy.

263 **PREMISES CONDITION AT CLOSING:** Seller shall remove all personal property not included in the sale and  
264 all debris from the Premises at the earlier of possession by Buyer or COE whichever first occurs.

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## 6. REMEDIES

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265 **DISPUTE RESOLUTION:** Listing Broker and Seller agree to mediate any dispute or claim arising out of or  
266 relating to this Agreement. All mediation costs shall be paid equally by the parties. In the event that mediation  
267 does not resolve all disputes or claims, the unresolved issues shall be submitted for arbitration pursuant to the  
268 Uniform Rules of Procedure for Arbitration for the Arizona Superior Court except that the award shall be final and  
269 binding and not subject to appeal. Either party may initiate arbitration by giving notice of the dispute stating with  
270 particularity that party's position. If the parties are unable to agree upon an arbitrator, either party may apply to  
271 the relevant County Superior Court for appointment of an arbitrator by filing a complaint seeking arbitration under  
272 the Rules or by a letter to the presiding civil judge with a copy to the other party requesting the appointment of an  
273 arbitrator. The parties shall cooperate in the expeditious appointment of an arbitrator. The arbitrator shall  
274 determine which of the parties shall pay the fees and costs for arbitration including attorneys' fees by  
275 determination of who substantially prevailed. The arbitrator shall treat the fees actually incurred as reasonable,  
276 unless he/she makes an express finding that the fees are unreasonable, in which event the arbitrator shall  
277 determine the amount of the fees.

278 **ATTORNEYS' FEES:** In any proceeding, including arbitration, for damages, or to enforce any of the provisions  
279 of this Agreement, including a claim by Listing Broker for payment of Compensation, the substantially prevailing  
280 party shall be entitled to recover from the other party its reasonable attorneys' fees and related expenses  
281 including, but not limited to, expert witness fees, fees paid to investigators, and customary court costs.



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## 7. ADDITIONAL TERMS

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282 **ARIZONA LAW:** This Agreement shall be governed by Arizona law and is subject to the jurisdiction of Arizona.

283 **TIME IS OF THE ESSENCE:** The parties acknowledge that a material and negotiated condition of this  
284 Agreement is that time is of the essence in the performance of the obligations described herein.

285 **DAYS:** All references to days in this Agreement shall be construed as calendar days. The day of the act or  
286 event from which the time period begins to run is not included and the last day of the time period is included.

287 **COPIES AND COUNTERPARTS:** A fully executed facsimile or electronic copy of this Agreement shall be  
288 treated as an original Agreement. This Agreement may be executed in counterparts, which shall become  
289 effective upon delivery. All counterparts shall be deemed to constitute one instrument. The Disclosure of  
290 Information on Lead-Based Paint and/or Lead-Based Paint Hazards form may not be signed in counterpart.

291 **ENTIRE AGREEMENT/NO MODIFICATION:** This Agreement, the Property Profile Sheet, and any addenda,  
292 photographs, data or other documentation which shall be incorporated into this Listing Agreement, constitutes  
293 the entire Agreement between Seller and Listing Broker and supersedes any prior written or oral representations  
294 or agreements between Seller and Listing Broker. Any release from or modification to this Agreement requested  
295 by Seller during the term of this Agreement will be in writing signed by the parties. The pre-printed portions of  
296 this Agreement may not be modified without the express written permission of MLS. No modifications shall be  
297 made to this Agreement which shall place Listing Broker and his/her agents in violation of the MLS Rules and  
298 Regulations. The failure to initial any page of this Agreement will not affect the validity or terms of this  
299 Agreement.

300 **IMPORTANT NOTE:** If Seller signs more than one Listing Agreement during the Term or Extended Term  
301 of this Agreement, Seller could be responsible for paying Compensation to more than one broker upon  
302 the sale of the Premises.

303 **SELLER MATERIALS:** If Seller provides Listing Broker any photographs, floor plans, art work, plot plan  
304 drawings, or any other items created by or for Seller ("Seller Materials"), Seller, having the authority to do so,  
305 hereby grants Listing Broker and MLS a non-exclusive right and license to all intellectual property rights thereto  
306 including the copyright to use and defend Seller Materials in any manner and for any reason. Upon termination  
307 of this Agreement, upon written request, the Seller Materials shall be returned to Seller.

308 **ADDITIONAL TERMS:** \_\_\_\_\_  
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## 8. ACCEPTANCE

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319 **SELLER**

320 _____ 321 Print Seller Name	_____
322 _____ 323 Seller Signature (MO/DA/YR)	_____ (MO/DA/YR)
324 _____ 325 Seller Address	_____
326 _____ 327 City/State Zip	_____ Zip
328 _____ 329 Seller Email Address	_____
330 _____ 331 Seller Phone Seller Fax	_____ Seller Fax
332 _____ 333 Seller Office Phone Seller Office Fax	_____ Seller Office Fax

334 **ACCEPTANCE BY LISTING BROKER:** By signing below the Authorized Signor acknowledges authority to sign  
335 this Agreement and accepts from Seller (and Listing Agent if applicable) an irrevocable assignment of the  
336 copyright and other intellectual property rights in Seller Materials, including the right to protect and enforce the  
337 ownership rights therein. The Authorized Signor reserves a non-exclusive right to utilize Seller Materials in the  
338 promotion and marketing of the Premises. If and when the Premises is listed in MLS, the Authorized Signor  
339 irrevocably assigns an undivided interest in such rights to MLS. By publication of a listing of the Premises, MLS  
340 accepts an irrevocable co-ownership of said property rights during the Term and/or Extended Term of this  
341 Agreement. Each party shall have an independent right to enforce and defend the property rights each has  
342 acquired in the Seller (Listing Agent's) Materials. Upon termination of this Agreement, Seller Materials shall be  
343 returned to Seller upon receipt of written request from Seller.

344 _____ 345 Listing Broker Name	_____
346 _____ 347 Listing Real Estate Company Name	_____ Listing Real Estate Company Address
348 _____ 349 Company Phone	_____ Company Fax
350 _____ 351 Company E-mail Address	
352 _____ 353 AUTHORIZED SIGNATURE (MO/DA/YR)	_____ PRINT NAME

File No. _____ Designated Broker or Designee Initials: _____ Date: _____
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