

27. **Fixtures and Personal Property:** For purposes of this Agreement, fixtures shall mean property attached/affixed to
28. the Premises. Seller agrees that a sale of the Premises, will convey all existing fixtures including the means to
29. operate fixtures and property (e.g., remote controls) and the personal property specified herein, including the
30. following:

- | | | | |
|-----|---|---|---|
| 31. | • built-in appliances | • media | • storage sheds |
| 32. | • ceiling fans and remote controls | • antennas/satellite dishes (affixed) | • storm windows and doors |
| 33. | • central vacuum, hose, and attachments | • outdoor fountains and lighting | • stoves: gas-log, pellet, wood-burning |
| 34. | • draperies and other window coverings | • outdoor landscaping (i.e. – shrubbery, trees and unpotted plants) | • timers (affixed) |
| 35. | • fireplace equipment (affixed) | • shutters and awnings | • towel, curtain and drapery rods |
| 36. | • floor coverings (affixed) | • speakers (flush-mounted) | • wall mounted TV brackets and hardware (excluding TVs) |
| 37. | • free-standing range/oven | • smart home devices (e.g., video doorbell, smart thermostat) | • water-misting systems |
| 38. | • garage door openers and remote controls | | • window and door screens, sunshades |
| 39. | • light fixtures | | |
| 40. | • mailbox | | |

43. If owned by Seller, the following items also are included in this sale:

- | | | | |
|-----|--|--|--|
| 44. | • affixed alternate power systems serving the Premises (e.g., solar) | • in-ground pool and spa/hot tub equipment and covers (including any mechanical or other cleaning systems) | • security and/or fire systems and/or alarms |
| 45. | | | • water purification systems |
| 46. | | | • water softeners |

47. **APPLIANCES AND ADDITIONAL EXISTING PERSONAL PROPERTY:** The Premises shall include the following
48. appliances which are presently located in or upon the Premises:

49. Refrigerator(s) (description) _____
50. Washer(s) (description) _____
51. Dryer(s) (description) _____
52. Other (description) _____
53. Additional items of personal property included in sale: _____
54. _____
55. Personal property, fixtures and leased items NOT included in sale: _____
56. _____

3. TERMS AND COMPENSATION

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

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

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

Seller/Seller

66. **COMPENSATION: COMPENSATION FOR THE SALE OF THE PREMISES IS NOT SET BY ANY REALTOR®**
67. **ASSOCIATION OR ANY MULTIPLE LISTING SERVICE, INCLUDING MLSSAZ. THE COMPENSATION PAYABLE FOR**
68. **THE SALE OF THE PREMISES IS NEGOTIATED BETWEEN THE LISTING BROKER AND THE SELLER.**

69. **NON-REFUNDABLE RETAINER FEE:** Seller **is** **is not** liable to Listing Broker for a non-refundable retainer fee of
70. \$ _____ for initial consultation and research ("Retainer Fee") which shall be deemed earned upon
71. receipt and which **Shall** **Shall Not** be credited against any other compensation owed by Seller to Listing
72. Broker as provided on lines 73 through 78. Listing Broker acknowledges receipt of the Retainer Fee.

73. **TOTAL COMPENSATION FOR SALE OF PREMISES:** As described below, Seller shall pay to Listing Broker
74. _____ % of the gross sales price and or \$ _____ ("**Total Compensation**") upon any of the
75. Compensation Events identified below. Seller acknowledges Listing Broker will cooperate with and share Total
76. Compensation with any broker working with or representing the buyer ("Cooperating Broker") as follows:

77. Listing Broker: _____ % of gross sales price and or \$ _____

78. Cooperating Broker: _____ % of gross sales price and or \$ _____

79. **Cooperating Broker (dispute):** In the event a dispute arises between Listing Broker and any Cooperating Broker(s)
80. regarding payment of commission, Seller shall not revoke or seek to amend compensation previously offered.
81. Any compensation dispute between Brokers shall be resolved after the close of escrow in accordance with the
82. REALTORS® Dispute Resolution System, or as otherwise agreed to in writing by the brokers.

83. Total Compensation shall be paid upon the occurrence of any of the following events ("Compensation Events"):

84. A. During the Term or Extended Term of this Agreement, Listing Broker, individually or in cooperation with a
85. licensed Cooperating Broker, produces a ready, willing, and able purchaser ("Buyer") to the Premises
86. according to the terms and conditions of this Agreement or upon such other price and/or terms and
87. conditions as subsequently agreed to by Seller; or

88. B. During the Term or Extended Term of this Agreement, Seller sells/transfers/leases/options/auctions/
89. encumbers/unilaterally terminates this Agreement or otherwise makes the title of the Premises
90. unmarketable or in any manner or makes the Premises unavailable to Listing Broker for sale; or

91. C. **Within _____ days** after the expiration of the Term or Extended Term of this Agreement, Seller accepts
92. an offer for the sale, lease with option to purchase, exchange, or otherwise conveys title to any person(s)
93. (or an entity substantially owned by any such person(s)) introduced to the Premises during the Term or
94. Extended Term of this Agreement by any source whatsoever, unless the Premises has first been re-listed
95. for sale with another broker on an exclusive-right-to-sell basis; or

96. D. During the Term or Extended Term of this Agreement, Seller agrees to sell, or transfers the title of all or
97. any portion of the Premises to any governmental entity resulting from an actual, claimed or threatened
98. taking of all or part of the Premises by the governmental entity pursuant to its power of eminent domain; or

99. E. During the Term or Extended Term of this Agreement, a sale of the Premises is prevented by Seller.

100. **PAYMENT OF COMPENSATION:** If the Premises is sold through Listing Broker, the Total Compensation shall be
101. paid at and as a condition of the close of escrow. In all other cases, the Total Compensation set forth in Lines
102. 73 through 78 above shall be paid upon the occurrence of the listing termination or any of the additional
103. Compensation Events as previously defined.

104. **ESCROW INSTRUCTIONS:** This Agreement may be delivered to escrow and shall constitute instructions by
105. Seller to the escrow company to pay the Total Compensation authorized by this Agreement out of proceeds
106. due Seller at time of closing. If Seller's proceeds are not sufficient in amount to pay such Total Compensation,
107. Seller shall deposit with the escrow company, a sum sufficient to pay said Total Compensation. If an earnest
108. money deposit is forfeited, escrow company shall pay Total Compensation to Listing Broker in an amount equal
109. to _____ of the earnest money deposit, not to exceed the full amount of Total Compensation due
110. pursuant to Lines 73 through 78 above.

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

4. DUTIES AND AUTHORIZATIONS

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

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

131. **REPRESENTATION OF BUYER:** A Cooperating Broker represents only the Buyer and has Fiduciary Duties as well
132. as other duties imposed by ADRE in dealings with Buyer only to Buyer. Cooperating Broker may receive
133. compensation from Buyer, Seller, or both.

134. **DUAL AGENCY (limited) REPRESENTATION:** A dual agency (or limited agency) may occur when the Listing
135. Broker procures a Buyer for the Premises. In this situation, the same real estate-firm may be representing the
136. Seller's interest and the Buyer's interest ("Dual Agent"). A dual agency may occur in this or in other ways.
137. Brokers and their agents can legally represent both the Seller and the Buyer with the knowledge and written
138. consent of both the Seller and the Buyer. A Dual Agent has the duties of loyalty, obedience, disclosure,
139. confidentiality and accounting to both the Seller and the Buyer. Seller recognizes that in a dual agency
140. situation, the Listing Broker cannot disclose the following about the Seller or Buyer (each a "Client") without
141. the Client's written consent: (i) confidential information the Listing Broker may know about the Client; (ii) the
142. Price or terms the Seller Client will accept other than the Listed Price; (iii) the price or terms the Buyer Client is

143. willing to pay; (iv) a recommended or suggested price or terms the Buyer Client should offer; and (v) a
144. recommended or suggested price or terms the Seller Client should counter with or accept. Seller agrees that
145. the Listing Broker and his/her agents shall not be liable for failing or refusing to disclose confidential
146. information. The Dual Agent may receive compensation from the Buyer and/or from the Listing Broker with
147. the written consent of all parties.

148. **CONSENT TO DUAL AGENCY (limited) REPRESENTATION:** Seller Does Does Not authorize Listing Broker to
149. be a Dual Agent.

150. **Seller Initials Required:** _____/_____
Seller/Seller

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

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

162. **ACCESS AND KEYSAFE:** Seller Does Does Not authorize the installation and use of a key safe that contains
163. an access key to the Premises ("Keysafe"). A Keysafe may permit access at any time to the interior of the
164. Premises by Listing Broker and Cooperating Brokers together with potential Buyers.

165. **SIGNS/MARKETING:** Seller Does Does Not agree to the placement of a customary "For Sale" and
166. "Sold" sign(s) together with customary sign riders on the Premises through COE. In any event, Seller agrees to
167. immediately remove, or have removed, all "For Sale" signs not belonging to Listing Broker. The placement of
168. directional or other signs on public or private property without the property owner's permission is illegal.
169. Listing Broker/Agent will not illegally place such signage. Seller agrees not to advertise or market the Premises
170. in any manner without the prior written permission of Listing Broker including but not limited to social media.
171. Seller acknowledges that any signs or any other public marketing of the Premises will require submission of this
172. listing to MLSSAZ within one business day.

173. **Seller Initials Required:** _____/_____
Seller/Seller

174. **VIDEO/STILL IMAGES:** Seller Does Does Not consent to the taking and placement of video, still or other
175. images of the Premises for display on the internet and in other media at the sole discretion of Listing Broker.
176. Seller is cautioned to protect valuable items from view. Listing Broker has no responsibility for loss of such
177. valuable items. Seller understands the public may have unlimited access to the images and may download
178. and/or copy them. Seller acknowledges that once images are placed on the internet, neither Listing Broker nor
179. Seller has control over who can view such images, and what use viewers may make of the images, or how long
180. such images may remain available on the internet. Seller further assigns any rights in all images, if owned, to

181. the Broker and agrees that such images are the property of the Broker, and that Broker may use such images
182. for advertising, including post sale and for Broker's business in the future.

183. **Seller Initials Required:** _____/_____
Seller/Seller

184. **OFFER(S):**

185. Broker **Is** **Is Not** authorized to disclose the existence of any offers.

186. Broker **Is** **Is Not** authorized to disclose the sales price and/or terms of existing offers.

187. Seller acknowledges that in the case Listing Broker is a Dual Agent, Listing Broker is not authorized to disclose

188. the existence of offers, price, or terms.

189. **SUBSEQUENT OFFER(S):** Seller shall, prior to COE; receive all offer(s) to purchase the Premises unless

190. otherwise agreed upon by Seller in writing. Seller understands that any subsequent offer accepted by the

191. Seller must be a backup offer contingent on the cancellation of the prior purchase contract.

192. (Check if applicable) **Accept backup offers** **Withhold verbal offers** **Withhold all offers** once Seller accepts

193. a purchase contract for the premises. Broker shall change or maintain the correct MLS listing status in

194. accordance with the MLSSAZ Rules and Regulations and any associated policies.

195. **INDEMNIFICATION:** As a material condition of this Agreement, Seller agrees that the MLSSAZ and its

196. Shareholder and Non-Shareholder Associations are third-party beneficiaries of this Agreement for the purpose

197. of indemnification. Seller agrees to hold harmless and indemnify Listing Broker, Cooperating Broker(s), MLSSAZ,

198. its Shareholder and Non-Shareholder Associations, and all their directors, officers, employees and volunteers

199. from any and all claims, damages, liability or other loss, including all attorneys' fees and legal costs incurred

200. arising out of any claim of misrepresentation or for any action or non-action by Seller including, but not limited

201. to, the supplying of incorrect information, breach of warranty or any other claim arising out of this Agreement

202. or the sale and purchase of the Premises or as a result of the dissemination of any inaccurate information

203. concerning the listing of the Premises published by a third-party website. This provision is to be liberally

204. construed in favor of the indemnified parties.

205. **Seller Initials Required:** _____/_____
Seller/Seller

206. **HOME WARRANTY PLAN:** Seller **Does** **Does Not** agree to provide Buyer, at Seller's expense, at COE, a

207. home warranty plan acceptable to Seller. Seller is aware that home warranty plans may provide benefits to

208. Seller, during the Term and/or escrow period, as well as to the Buyer of the Premises.

5. SELLER OBLIGATIONS

209. **FAIR HOUSING:** The Premises shall be offered to all persons without regard to their ancestry, race, religion,

210. color, gender, sex, disability, marital status, familial status, age, national origin, sexual orientation, gender

211. identity, or any other mandated classification by prevailing federal, state or local laws.

212. **PREMISES ACCESS:** Seller shall provide access to the Premises at reasonable times and upon reasonable notice

213. to allow for showing the Premises to prospective buyers and cooperating brokers. If there are any adult

214. occupants of the Premises other than Seller or Seller's family, or if the Premises is subject to a rental

215. agreement, then Seller shall immediately provide Listing Broker with written permission from all adult

216. occupants authorizing access by the MLS Participants Listing Broker, Cooperating Brokers, and potential buyers

217. at reasonable times upon reasonable prior notice according to the current Arizona Landlord Tenant Act.

218. **SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Listing Broker is not responsible for loss or damage
219. to personal or real property or person, whether attributable to use of a Keysafe, a showing of
220. the Premises, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and
221. prospective buyers, may have access to and take videos and photographs of the interior of the Premises. Seller
222. agrees to: (i) take reasonable precautions to safeguard and protect valuables that might be accessible during
223. showings of the Premises, including but not limited to valuables, weapons, prescription medication and pets;
224. and (ii) obtain insurance to protect against these risks. Listing Broker does not maintain insurance for the
225. Seller's benefit. Persons visiting the Premises may not be aware that they could be recorded by audio or visual
226. devices installed by Seller (such as "nanny cams" and hidden security cameras). Seller is advised to post notice
227. disclosing the existence of security devices on the Premises, if any.

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

233. **UTILITIES:** During the term of this Agreement, Seller shall maintain the connection of all utilities which are
234. currently connected.

235. **RECOMMENDATIONS:** If Listing Broker recommends a builder, contractor, escrow company, title company,
236. pest control service, appraiser, lender, home inspection company, home warranty company, or any other
237. person or entity to Seller for any purpose, such recommendations shall be independently investigated and
238. evaluated by Seller, who hereby acknowledges that any decision to enter into any contractual arrangement
239. with any such person or entity recommended by Listing Broker will be based solely on Seller's independent
240. investigation and evaluation. Seller understands that said contractual arrangement may result in compensation
241. or referral fee to Listing Broker. Seller shall hold harmless and indemnify the Listing Broker from any adverse
242. consequences resulting from any such recommendation.

243. **LIENS:** Seller agrees not to allow mechanic's liens to be recorded against the Premises during the Term
244. of this Agreement or any time prior to COE.

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

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

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

6. SELLER DISCLOSURES

257. **SELLER PROPERTY DISCLOSURE STATEMENT ("SPDS"):** Seller shall complete and return to Listing Broker a
258. SPDS form within three (3) calendar days after receipt thereof. Listing Broker shall have no responsibility, in
259. whole or part, for the preparation of the SPDS. Seller shall fully disclose all material facts known to Seller
260. concerning any previous or current problem(s) or condition(s) that could adversely affect the value or
261. marketability of the Premises. Seller shall immediately advise Listing Broker, in writing, concerning any
262. subsequent changes that occur concerning the Premises or that are subsequently discovered and cause the
263. SPDS form to be amended accordingly and authorizes release of such information to all Cooperating Brokers.
264. Seller agrees to hold Listing Broker harmless from any damages if Seller does not inform Listing Broker of
265. changes in writing.
266. **INSURANCE CLAIMS HISTORY:** Seller shall deliver to buyer a written five-year insurance claims history
267. regarding the Premises (or a claims history for the length of time Seller has owned the Premises if less than five
268. years) from Seller's insurance company or an insurance support organization, or consumer reporting agency, or
269. if unavailable from those sources, from Seller, within five (5) days after contract acceptance.
270. **LEAD BASED PAINT:** If any portion of the Premises was constructed prior to 1978, federal law requires that
271. Buyer be provided a Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form. If
272. applicable, Seller shall provide Listing Broker, simultaneously with the execution of this Agreement or not later
273. than five (5) days following execution of this Agreement, a completed and executed disclosure form.
274. **HOA RESALE NOTIFICATION AND ADDENDUM:** If the Premises is in a residential HOA/Condominium or
275. Planned Unit Development, Seller shall complete and return to Listing Broker Page one of the HOA
276. Condominium/Planned Community Addendum within (5) calendar days after receipt thereof. Seller shall fully
277. disclose all information requested on the form to the best of Seller's actual knowledge as of the date signed. If
278. the Premises is in a residential HOA/Condominium or Planned Unit Development ("Planned Community")
279. consisting of less than fifty (50) units, Seller shall deliver to buyer and escrow company the disclosure notice to
280. be provided to buyer within ten (10) days following acceptance of a purchase contract. If the Premises is in a
281. Planned Community with fifty (50) or more units, Seller will cause the Home Owners Association ("HOA") to
282. mail or deliver the required disclosure notice to buyer and the escrow company within ten (10) days
283. following receipt of a written notice of a pending sale of the Premises. Seller shall promptly notify the HOA of
284. the pending sale of the Premises.
- 285.
- Seller Initials Required:** _____/_____
Seller/Seller
286. **SOLAR ADDENDUM:** If a solar photovoltaic panel system ("Solar System") has been installed on the Premises
287. that is subject to a lease or unpaid loan, Seller shall complete and return the Solar System addendum to Listing
288. Broker prior to Listing Broker submitting the listing to MLSSAZ.
289. **AFFIDAVIT OF DISCLOSURE:** If the Premises is located in an unincorporated area of the county, and five or
290. fewer parcels of property other than subdivided property are being transferred, the Seller shall be required to

291. provide Listing Broker a completed, notarized State of Arizona Affidavit of Disclosure form required pursuant to
292. Arizona Revised Statute§33-422 within seven (7) days of the commencement date of this Agreement.
293. **DOMESTIC WATER WELL/WATER USE ADDENDUM SELLER'S PROPERTY DISCLOSURE STATEMENT**
294. **("DOMESTIC WATER WELL/WATER USE ADDENDUM SPDS")**: Property **Does** **Does Not** have a Domestic
295. Water Well. If the property is served by a domestic water well, Seller shall complete and return the Domestic
296. Water Well/Water Use Addendum SPDS to Listing Broker within five (5) calendar days after receipt thereof.
297. Seller shall fully disclose all material facts known to Seller concerning any previous or current problem(s) or
298. condition(s) that could adversely affect the value or marketability of the Property. Seller shall immediately
299. advise Listing Broker, in writing, concerning any subsequent changes that occur concerning the Property or that
300. are subsequently discovered and cause the Domestic Water Well/ Water Use Addendum SPDS form to be
301. amended accordingly and authorizes release of such information to all Cooperating Brokers. Seller agrees to
302. hold Broker harmless from any damages if Seller does not inform Broker of changes in writing.
303. **WATER / WELL RIGHTS**: The following described water/well rights shall transfer with the subject property, if
304. any: _____
305. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT CERTIFICATE**: The Foreign Investment in Real Property Tax
306. Act ("FIRPTA") is applicable if Seller is a non-resident alien individual, foreign corporation, foreign partnership,
307. foreign trust, or foreign estate ("Foreign Person"). Seller agrees to complete, sign, and deliver to escrow
308. company a certificate indicating whether Seller is a Foreign Person. FIRPTA requires that a foreign seller may
309. have federal income taxes up to 15% of the purchase price withheld, unless an exception applies. Seller is
310. responsible for obtaining their own independent legal and tax advice.
311. **PUBLIC REPORT**: Seller represents that if the Property is located in a subdivision:
312. A. Has Seller and/or any entity in which you have a financial interest EVER owned six or more lots in
313. This subdivision? **Yes** **No**
314. B. If Yes to A, has Seller has applied for and been issued an approved Public Report? **Yes** **No**

7. REMEDIES

315. **ALTERNATIVE DISPUTE RESOLUTION**: Seller and Listing Broker agree to mediate any dispute or claim arising
316. out of or relating to this Agreement. All mediation costs shall be paid equally by the parties. In the event that
317. mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for
318. binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in scheduling of an
319. arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the
320. American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate
321. Industry. The decision of the arbitrator shall be final and non-appealable. Judgment on the award rendered
322. by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either
323. party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation
324. conference by notice to the other and in such event either party shall have the right to resort to court
325. action.
326. **ATTORNEYS' FEES**: In any proceeding, including arbitration, for damages, or to enforce any of the provisions

327. of this Agreement, including a claim by Listing Broker for payment of Total Compensation, the substantially
328. prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and related
329. expenses including, but not limited to, expert witness fees, fees paid to investigators, and customary court
330. costs.

8. ADDITIONAL TERMS

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

333. **ASSIGNMENT:** Neither Listing Broker nor Seller may assign any rights or obligations pursuant to this Agreement
334. without the prior written consent of the other, and any attempted assignment without consent shall be void
335. and of no effect.

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

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

340. **NOTICE:** Unless otherwise provided, delivery of all notices and documentation required or permitted shall be in
341. writing addressed to Seller or Listing Broker as indicated in Section 9 and deemed delivered and received when:
342. (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses are
343. provided herein; (iv) sent by recognized overnight courier service, or (v) sent by U.S. mail, in which case the
344. Notice shall be deemed received when actually received or five (5) days after notice is mailed or sent,
345. whichever occurs first.

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

350. **ENTIRE AGREEMENT:** This Agreement, the Property Profile Sheet, and any addenda,
351. photographs, data or other documentation which shall be incorporated into this Listing Agreement, constitutes
352. the entire Agreement between Seller and Listing Broker and supersedes any prior written or oral
353. representations or agreements between Seller and Listing Broker. Any release from or modification to this
354. Agreement requested by Seller during the term of this Agreement will be in writing signed by the parties. The
355. pre-printed portions of this Agreement may not be modified without the express written permission of MLS.
356. No modifications shall be made to this Agreement which shall place Listing Broker and his/her agents in
357. violation of the MLSAZ Rules and Regulations. The failure to initial any page of this Agreement will not affect
358. the validity or terms of this Agreement.

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

363. **IMPORTANT NOTE:** If Seller signs more than one listing agreement during the Term or Extended Term of
364. this Agreement, Seller could be responsible for paying Total Compensation to more than one broker upon
365. the sale of the Premises.

366. **SELLER MATERIALS:** If Seller provides Listing Broker any photographs, floor plans, art work, plot plan drawings,
367. videos, or any other items created by or for Seller (“Seller Materials”), Seller, having the authority to do so,
368. hereby grants to Listing Broker and MLSSAZ a non-exclusive, perpetual, worldwide, transferable roalty-free
369. license to sublicense, reproduce, distribute, display, perform, and creative derivative works of the
370. Seller Materials. Seller warrants that the Seller Content does not violate any third party intellectual property
371. rights or laws. Seller agrees to execute any further documents necessary to effect this license.

372. **ADDITIONAL TERMS:**

373. _____
374. _____
375. _____
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377. _____
378. _____
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9. ACCEPTANCE

392. **ACCEPTANCE:** The undersigned agree to the terms and conditions set forth herein and acknowledge receipt of a
393. copy of this Agreement.

394. **SELLER**

395. _____	_____
396. Print Seller Name	Print Seller Name
397. _____	_____
398. Seller Signature (MO/DA/YR)	Seller Signature (MO/DA/YR)
399. _____	_____
400. Seller Address	Seller Address
401. _____	_____
402. City/State Zip	City/State Zip
403. _____	_____
404. Seller Email Address	Seller Email Address
405. _____	_____
406. Seller Phone	Seller Phone

407. **ACCEPTANCE BY LISTING BROKER:** By signing below the Authorized Signor acknowledges authority to sign this
408. Agreement and accepts from Seller (and Listing Agent if applicable) an irrevocable assignment of the copyright
409. and other intellectual property rights in Seller Materials, including the right to protect and enforce the
410. ownership rights therein. The Authorized Signor reserves a non-exclusive right to utilize Seller Materials in the
411. promotion and marketing of the Premises. If and when the Premises is listed in MLS, the Authorized Signor
412. irrevocably assigns an undivided interest in such rights to MLS. By publication of a listing of the Premises, MLS
413. accepts an irrevocable co-ownership of said property rights during the Term and/or Extended Term of this
414. Agreement. Each party shall have an independent right to enforce and defend the property rights each has
415. acquired in the Seller (Listing Agent's) Materials.

416. _____	_____
417. Listing Broker Name	Listing Agent Name
418. _____	_____
419. Firm Name	Firm Address
420. _____	_____
421. Firm Phone	Firm E-mail Address
422. _____	_____
423. AUTHORIZED SIGNOR SIGNATURE (MO/DA/YR)	PRINT NAME

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