

Residential Listing Contract - Exclusive Right to Sell/Rent >>

74. **Construction:** To the maximum extent permitted by applicable law, this Agreement shall be construed as limiting applicable provisions of law relating to when commissions are earned or payable. In the event of any express disagreement between any provision of this Agreement and the requirements of applicable law, the applicable provision of this Agreement shall be deemed as modified to the minimum extent necessary to ensure compliance with applicable law.

5. FIXTURES & PERSONAL PROPERTY

78. **Fixtures and Personal Property:** For purposes of this Agreement, fixtures shall mean property attached/affixed to the Premises.

79. Owner 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 or rental. Including the following:

- | | | |
|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| 81. • built-in appliances, ceiling fans and remotes | • media antennas/satellite dishes (affixed) | • storage sheds |
| 82. • central vacuum, hose, and attachments | • outdoor fountains and lighting | • storm windows and doors |
| 83. • draperies and other window coverings | • outdoor landscaping (i.e., shrubbery, trees and unpotted plants) | • stoves: gas-log, pellet, wood-burning |
| 84. • fireplace equipment (affixed) | • shutters and awnings | • timers (affixed) |
| 85. • floor coverings (affixed) | • smart home devices, access to which shall be transferred (i.e., video doorbell, automated thermostat) | • towel, curtain and drapery rods |
| 86. • free-standing range/oven | • speakers (flush-mounted) | • wall mounted TV brackets and hardware (excluding TVs) |
| 87. • garage door openers and remotes | | • water-misting systems |
| 88. • light fixtures | | • window and door screens, sun shades |
| 89. • mailbox | | |

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

- | | | |
|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| 91. • affixed alternate power systems serving the Premises (i.e., 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 |
| 92. | | • water purification systems |
| 93. | | • water softeners |

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

95. refrigerator(s) (description): _____
96. washer(s) (description): _____
97. dryer(s) (description): _____
98. above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): _____
99. _____
100. other: _____

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

102. _____

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

104. solar system alarm system propane tank water softener

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

106. _____

107. _____

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

109. _____

6. AGENCY

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

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

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

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121. **What Broker Cannot Disclose to Clients Under Limited Representation:** (i) confidential information the Broker may know about
 122. a client, without the client's express consent; (ii) the price or terms the Owner will take other than the Price without permission of the
 123. Owner; (iii) the price or terms the buyer(s) is willing to pay without permission of the buyer(s); (iv) a recommended or suggested price
 125. or terms the buyer(s) should offer; and (v) a recommended or suggested price or terms the Owner should counter with or accept.
126. **Competing Owners:** Owner understands that Broker may have or obtain listings on other properties, and that potential buyer(s)
 127. may consider, make offers on, or purchase through Broker, property the same as or similar to Owner's Premises. Owner consents
 128. to Broker's representation of Owners and buyer(s) of other properties before, during, and upon expiration of this Agreement.

7. BROKER AUTHORITY

129. **Broker's Role:** Broker is not responsible for the custody or condition of the Premises or its management (except under separate
 130. contract), upkeep, or repair.
131. **Advertising:** Owner agrees to not advertise or market the Premises in any manner without the prior written permission of Broker.
132. **Multiple Listing Service (MLS):** Broker is authorized to provide any and all information regarding the Premises to any MLS of
 133. which Broker is a participant and to publish and disseminate such information in print or electronic form to MLS participants and
 134. the general public, including dissemination of the information through Internet Data Exchanges (IDX) and Virtual Office Websites
 135. (VOWs). Broker is authorized to report the sale or rental of the Premises and its price, terms and financing for dissemination
 136. through the MLS to MLS participants and the general public.
137. All terms of the transaction, including sale price and financing, if applicable, (i) will be provided to the MLS(s); and (ii) may be
 138. provided to the MLS even if the Premises is not listed with the MLS(s).
139. **Signs:** Broker IS IS NOT allowed to place Broker's "For Sale" sign or "For Rent" sign in conjunction with any customary
 140. sign rider on the Premises, and in the event of a sale, a "Sold" or "Pending" sign, or lease, a "Rented" sign (at Broker's discretion)
 141. on the Premises. Seller acknowledges that any public marketing of the premises will require submission to the MLS within one
 142. business day.
143. **Photos/Video:** Owner DOES DOES NOT authorize Broker to place photos, video images/virtual tours of the Premises on
 144. the internet and other electronic and on-line media platforms. If authorized by Owner to do so, such marketing will be performed at
 145. the sole discretion of Broker. Owner is cautioned to protect items in view.
146. Owner acknowledges that once images are placed on the internet, neither Broker nor Owner has control over who can view
 147. such images and what use viewers may make of the images, or how long such images may remain available on the internet.
 148. Owner further assigns any rights in all images, if owned, to the Broker and agrees that such images are the property of Broker
 149. and that Broker may use such images for advertising, including post sale and for Broker's business in the future.
150. **Lockbox/Keysafe:** Broker IS IS NOT authorized to install a lockbox/keysafe. A lockbox/keysafe is designed to hold a key
 151. to the Premises to permit access to the Premises by Broker, cooperating brokers, MLS participants, their authorized licensees
 152. and representatives, authorized inspectors, and prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards
 153. of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a lockbox/keysafe. If
 154. Premises is rented, Owner must comply with providing proper notice to tenant(s) pursuant to Arizona law.
155. **Offers:** Broker IS IS NOT authorized to disclose the existence of offers, which includes the sales price and terms of sale or
 156. rent price and terms of lease, on the Premises.
157. **Subsequent Purchase or Lease Offers:** Broker acknowledges that Owner has the right to accept subsequent offers until the close
 158. of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner understands that any subsequent offers
 159. accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising from
 160. the acceptance of earlier offers.
161. (Check if applicable) **Accept backup offers** **Withhold verbal offers** **Withhold all offers** once Owner accepts a purchase
 162. contract or lease agreement for the Premises.
163. Broker will change or maintain the correct MLS Listing status in accordance with the MLS Rules and Regulations and any
 164. associated policies.
165. **Cancellation:** Broker reserves the right to cancel this Agreement unilaterally for cause, which shall include, but is not limited to,
 166. Broker's good faith belief that any service requested of Broker or any action undertaken by anyone other than Broker is (or could
 167. be determined to be) in violation of any applicable law.

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168. **Premises Access:** Owner shall provide access to the Premises at reasonable times and upon reasonable notice to allow for showing
169. the Premises to prospective buyers and cooperating brokers.
170. **Security, Insurance, Showings, Audio and Video:** Broker(s) is not responsible for loss of or damage to personal or real property
171. or person, whether attributable to use of a key safe/lockbox, a showing of the Premises, or otherwise. Third parties, including,
172. but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs
173. of the interior of the Premises. Owner agrees to: (i) take reasonable precautions to safeguard and protect valuables that might
174. be accessible during showings of the Premises; and (ii) obtain insurance to protect against these risks. Broker does not maintain
175. insurance for the Owner's benefit. Persons visiting the Premises may not be aware that they could be recorded by audio or visual
176. devices installed by Owner (such as "nanny cams" and hidden security cameras).
177. Owner is advised to post notice disclosing the existence of security devices on the Premises, if any.
178. **Adverse Information:** Owner has disclosed to Broker all material latent defects and information concerning the Premises known
179. to Owner, including all material information relating to: (i) connection to a public sewer system, septic tank or other sanitation
180. system; (ii) the existence of any tax, judgment or other type of lien; (iii) past or present infestation by or treatment for wood-
181. destroying pests or organisms; and (iv) past or present repair of the Premises for damage resulting from wood destroying pests
182. or organisms. During the term of this Agreement, Owner agrees to continue disclosing to Broker all additional information of the
183. type required by the preceding sentence promptly after Owner becomes aware of any such information by updating the Seller's
184. Property Disclosure Statement, Residential Lease Owner's Property Disclosure Statement or other written notice.
185. **Disclosures:** Owner shall provide Broker with accurate information about the Premises. Owner acknowledges that Arizona law
186. requires Owner to disclose material (important) facts about the Premises, even if Owner is not asked by the buyer(s) or a real
187. estate agent. Owner agrees to provide the following disclosures, if applicable:
188. **1. Affidavit of Disclosure:** If the Premises is located in an unincorporated area of the county, and five (5) or fewer parcels of
189. property other than subdivided property are being transferred, Owner shall deliver a completed Affidavit of Disclosure in
190. the form required by law to buyer within five (5) days after purchase contract acceptance.
191. **2. Disclosure of Lead-Based Paint and Lead-Based Paint Hazards (Sale or Rental):** If the Premises structure was built
192. before 1978, federal law requires that Owner provide the buyer or tenant with a lead-based paint disclosure form.
193. **3. Domestic Water Well Addendum Seller's Property Disclosure Statement:** If the Premises is served by a domestic water
194. well, Owner shall deliver a completed Domestic Water Well Addendum to buyer within three (3) days of contract acceptance.
195. **4. Foreign Investment in Real Property Tax Act certificate:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is
196. applicable if Owner is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate
197. ("Foreign Person"). Owner agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Owner
198. is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of the purchase price
199. withheld, unless an exception applies. Owner is responsible for obtaining independent legal and tax advice.
200. **5. H.O.A. Condominium / Planned Community Addendum:** If the Premises is in a residential HOA/Condominium or Planned
201. Unit Development, Owner shall complete and return to Broker page 1 of the HOA Addendum.
202. **6. Insurance Claims History:** Owner shall deliver to buyer a written five (5) year insurance claims history regarding the
203. Premises (or a claims history for the length of time Owner has owned the Premises if less than five (5) years) from Owner's
204. insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these
205. sources, from Owner, within five (5) days after purchase contract acceptance.
206. **7. Residential Lease Agreement (Lease):** If the Premises is to be sold while subject to a Lease, Owner shall provide a copy
207. of the Lease to the Broker.
208. **8. Residential Lease Owner's Property Disclosure Statement (RLOPDS):** The RLOPDS is designed to protect the Owner
209. by disclosing pertinent information regarding the Premises.
210. **9. Seller's Property Disclosure Statement (SPDS):** The SPDS is designed to protect the Owner by disclosing pertinent
211. information regarding the Premises. Owner shall complete and return the SPDS to Broker.
212. **10. Solar Lease / Solar Loan Assumption Addendum:** If a solar photovoltaic panel system ("Solar System") has been installed
213. on the Premises that is subject to a lease or unpaid loan, Owner shall complete and return the Solar Lease / Solar Loan
214. Assumption Addendum to Broker.

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

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

227. (OWNER'S INITIALS REQUIRED) _____

9. REMEDIES

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

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

10. ADDITIONAL TERMS AND CONDITIONS

240. _____
241. _____
242. _____
243. _____
244. _____
245. _____
246. _____
247. _____
248. _____
249. _____
250. _____
251. _____
252. _____
253. _____
254. _____

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

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

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

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- 263. **Days:** All references to days shall be deemed to be calendar days unless otherwise provided.
- 264. **Copies and Counterparts:** This Agreement may be executed by facsimile or other electronic means and in any number of
- 265. counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement.
- 266. **Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Agreement between Owner and
- 267. Broker and shall supersede any other written or oral agreements. Invalidity or unenforceability of one or more provisions of this
- 268. Agreement shall not affect any other provisions of this Agreement. The failure to initial any page of this Agreement shall not affect
- 269. the validity or terms of this Agreement.
- 270. **Acceptance:** The undersigned agree to the terms and conditions set forth herein and acknowledge receipt of a copy of this Agreement.

11. OWNER

- | | |
|------------------------------------------------------------------------|-------------------------------------------------------------------|
| 271. _____
^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DAYR | _____
^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DAYR |
| 272. _____
^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME | _____
^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME |
| 273. _____
^ ADDRESS | _____
^ ADDRESS |
| 274. _____
^ CITY, STATE, ZIP CODE | _____
^ CITY, STATE, ZIP CODE |
| 275. _____
^ TELEPHONE | _____
^ TELEPHONE |
| 276. _____
^ EMAIL | _____
^ EMAIL |

12. BROKER

277. Agent is a member of the _____ Association/Board of REALTORS® and subscribes to the
278. REALTOR® Code of Ethics.
- | | |
|-------------------------------------------|--------------------------------------|
| 279. _____
^ AGENT'S SIGNATURE MO/DAYR | _____
^ AGENT'S SIGNATURE MO/DAYR |
| 280. _____
^ AGENT'S PRINTED NAME | _____
^ AGENT'S PRINTED NAME |
| 281. _____
^ PRINT FIRM NAME | _____
^ PRINT FIRM NAME |
| 282. _____
^ TELEPHONE | _____
^ TELEPHONE |
| 283. _____
^ EMAIL | _____
^ EMAIL |

For Broker Use Only: Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____ <div style="text-align: right; font-size: small;">MO/DAYR</div>
