

RESIDENTIAL LISTING CONTRACT EXCLUSIVE RIGHT TO SELL/RENT

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1. PARTIES

1. **OWNER/SELLER:** _____
2. _____ ("Owner")
3. **BROKER:** _____ acting through
FIRM NAME
4. _____, _____ ("Listing Broker")
AGENT'S NAME AGENT'S NAME

2. PROPERTY

5. **Premises:** Owner agrees to sell or rent the real property with all improvements, fixtures, and appurtenances
6. thereon or incidental thereto, plus the personal property described herein (collectively the "Premises").
7. Premises Address: _____ Assessor's #: _____
8. City: _____ County: _____ AZ, Zip Code: _____
9. Legal Description: _____
10. _____
11. _____
12. _____
13. _____

3. LISTING PRICE AND TERMS

14. **Agreement:** This Residential Listing Contract - Exclusive Right to Sell/Rent ("Agreement") is between Owner and Listing
15. Broker. In consideration of Listing Broker's agreement to find a ready, willing, and able buyer or tenant, Owner gives
16. Listing Broker the exclusive and irrevocable right to: ☐ **Sell** ☐ **Rent** ☐ **Sell and Rent** the Premises described above.
17. Owner acknowledges that signing more than one Exclusive Right to Sell/Rent or other form of listing contract for the
18. same Term could expose the Owner to liability for additional compensation.
19. **Price:** The listing price shall be: **Sale** \$_____ and **Rent** \$_____ per month, plus (in the case of a rental) all
20. applicable lease or rental (transaction privilege) taxes or such other price and terms as are accepted by Owner.
21. **Term:** This Agreement shall commence on _____ and shall expire at 11:59 p.m. Mountain Standard Time on
22. _____ ("Expiration Date"). Upon full execution of a contract for sale or lease of the Premises, all rights and obligations
23. of this Agreement will automatically extend through the date of the actual closing of the sale or lease agreement.
24. **Capacity:** Owner or any party that Owner designates to act on their behalf warrants that they have the legal capacity,
25. full power and authority to enter into this Agreement, deliver marketable title to the Premises, and consummate the
26. transaction contemplated hereby.
27. **Modification:** This Agreement may be modified only in writing signed by Owner and Listing Broker.
28. **Equal Housing Opportunity:** Listing Broker and Owner shall comply with all federal, state and local fair housing
29. laws and regulations, including, but not limited to, non-discrimination based on race, color, religion, sex, handicap,
30. familial status, national origin, sexual orientation, or gender identity.

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

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

36. (OWNER'S INITIALS REQUIRED) _____

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

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

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

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

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

47. **Additional Listing Broker Compensation:**

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

50. **Buyer Broker:** ☐ Owner authorizes Listing Broker to communicate an offer of compensation to a prospective buyer
 51. broker in the amount of _____% of the full purchase price **OR** \$_____ ("Offer Amount").

52. Owner's authorization includes consent for the Listing Broker to enter into an agreement with a prospective buyer
 53. broker to compensate the broker if they represent the buyer of the Premises. In such circumstances, Owner shall
 54. provide Listing Broker the funds necessary to pay the agreed upon buyer broker compensation, not to exceed the
 55. Offer Amount. Owner shall also pay Listing Broker the Offer Amount as additional compensation if any agent of Listing
 56. Broker represents the buyer of the Premises.

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

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

63. **Additional Listing Broker Compensation:**

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

67. **Tenant Broker:** ☐ Owner authorizes Listing Broker to communicate an offer of compensation to a prospective tenant
 68. broker in the amount of _____% of the gross rental amount as calculated for the entire term of the initial lease
 69. **OR** \$_____ ("Offer Amount").

70. Owner's authorization includes consent for the Listing Broker to enter into an agreement with a prospective tenant broker
 71. to compensate the broker if they represent a tenant who leases the Premises. In such circumstances, Owner shall provide
 72. Listing Broker the funds necessary to pay the agreed upon tenant broker compensation, not to exceed the Offer Amount.
 73. Owner shall also pay Listing Broker the Offer Amount as additional compensation if any agent of Listing Broker represents
 74. the tenant who leases the Premises.

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

5. FIXTURES & PERSONAL PROPERTY

110. **Fixtures and Personal Property:** For purposes of this Agreement, fixtures shall mean property attached/affixed to the
 111. Premises. Owner agrees that all existing: fixtures on the Premises, personal property specified herein, and means to
 112. operate fixtures and property (i.e., remote controls) shall convey in this sale or rental. Including the following:
- 113. • built-in appliances, ceiling fans and
 - 114. • remotes
 - 115. • central vacuum, hose, and attachments
 - 116. • draperies and other window coverings
 - 117. • fireplace equipment (affixed)
 - 118. • floor coverings (affixed)
 - 119. • free-standing range/oven
 - 120. • garage door openers and remotes
 - 121. • light fixtures
 - 122. • mailbox
 - media antennas/satellite dishes (affixed)
 - outdoor fountains and lighting
 - outdoor landscaping (i.e., shrubbery, trees and unpotted plants)
 - shutters and awnings
 - smart home devices, access to which shall be transferred (i.e., video doorbell, automated thermostat)
 - speakers (flush-mounted)
 - storage sheds
 - storm windows and doors
 - stoves: gas-log, pellet, wood-burning
 - timers (affixed)
 - towel, curtain and drapery rods
 - wall mounted TV brackets and hardware (excluding TVs)
 - water-misting systems
 - window and door screens, sun shades

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

- | | |
|---|--|
| 124. • affixed alternate power systems serving the Premises | • security and/or fire systems and/or alarms |
| 125. (i.e., solar) | • water purification systems |
| 126. • in-ground pool and spa/hot tub equipment and covers | • water softeners |
| 127. (including any mechanical or other cleaning systems) | |

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

129. ☐ refrigerator(s) (description): _____
130. ☐ washer(s) (description): _____
131. ☐ dryer(s) (description): _____
132. ☐ above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): _____
133. _____
134. ☐ other: _____

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

136. _____

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

138. ☐ solar system ☐ alarm system ☐ propane tank ☐ water softener

139. Other leased or lien items not included in the sale or rental: _____
140. _____
141. _____
142. Fixtures not included in the sale or rental: _____
143. _____

6. AGENCY

144. **Owner Representation:** Listing Broker shall represent Owner in any resulting transaction during the term of this Agreement, except as specified in Section 4. Unless otherwise agreed, Listing 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 Listing Broker may show prospective buyers the Premises and this shall not constitute a conflict of interest.

149. **Conduct of Brokers:** Regardless of whom they represent, all brokers have 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.

154. **Limited Representation:** A limited agency may occur when Listing 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. Listing Broker can legally represent both parties with the knowledge and prior written consent of both parties.

158. **What Listing Broker Cannot Disclose to Clients Under Limited Representation:** (i) confidential information the Listing Broker may know about 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 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 or terms the buyer(s) should offer; and (v) a recommended or suggested price or terms the Owner should counter with or accept.

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

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7. BROKER AUTHORITY

167. **Listing Broker's Role:** Listing Broker is not responsible for the custody or condition of the Premises or its
168. management (except under separate contract), upkeep, or repair.
169. **Advertising:** Owner agrees not to advertise or market the Premises in any manner without the prior written permission of Broker.
170. **Multiple Listing Service (MLS):** Listing Broker is authorized to provide any and all information regarding the Premises to
171. any MLS of which Listing Broker is a participant and to publish and disseminate such information in print or electronic form
172. to MLS participants and the general public, including dissemination of the information through Internet Data Exchanges
173. (IDX) and Virtual Office Websites (VOWs). Listing Broker is authorized to report the sale or rental of the Premises and its
174. price, terms and financing for dissemination through the MLS to MLS participants and the general public.
175. All terms of the transaction, including sale price and financing, if applicable, (i) will be provided to the MLS(s); and
176. (ii) may be provided to the MLS even if the Premises is not listed with the MLS(s).
177. **Signs:** Listing Broker ☐ **IS** ☐ **IS NOT** allowed to place Listing Broker's "For Sale" sign or "For Rent" sign in
178. conjunction with any customary sign rider on the Premises, and in the event of a sale, a "Sold" or "Pending" sign, or
179. lease, a "Rented" sign (at Listing Broker's discretion) on the Premises. Seller acknowledges that any public marketing
180. of the Premises will require submission to the MLS within one business day.
181. **Photos/Video:** Owner ☐ **DOES** ☐ **DOES NOT** authorize Listing Broker to place photos, video images/virtual tours of
182. the Premises on the internet and other media, electronic and on-line media platforms. If authorized by Owner to do so,
183. such marketing will be performed at the sole discretion of Listing Broker. Owner is cautioned to protect items in view.
184. Owner acknowledges that once images are placed on the internet, neither Listing Broker nor Owner has control
185. over who can view such images and what use viewers may make of the images, or how long such images may
186. remain available on the internet. Owner further assigns any rights, if owned, in all images to the Listing Broker
187. and agrees that such images are the property of Listing Broker and that Listing Broker may use such images for
188. advertising, including post sale and for Listing Broker's business in the future.
189. **Lockbox/Keysafe:** Listing Broker ☐ **IS** ☐ **IS NOT** authorized to install a lockbox/keysafe. A lockbox/keysafe is
190. designed to hold a key to the Premises to permit access to the Premises by Listing Broker, cooperating brokers, MLS
191. participants, their authorized licensees and representatives, authorized inspectors, and prospective buyers. Listing
192. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft,
193. loss, vandalism or damage attributed to the use of a lockbox/keysafe. If Premises is rented, Owner must comply with
194. providing proper notice to tenant(s) pursuant to Arizona law.
195. **Offers:** Listing Broker ☐ **IS** ☐ **IS NOT** authorized to disclose the existence of offers, which includes the sales price
196. and terms of sale or rent price and terms of lease, on the Premises.
197. **Subsequent Purchase or Lease Offers:** Listing Broker acknowledges that Owner has the right to accept subsequent
198. offers until the close of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner
199. understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the
200. cancellation or other nullification of any contracts arising from the acceptance of earlier offers.
201. (Check if applicable) ☐ **Accept backup offers** ☐ **Withhold verbal offers** ☐ **Withhold all offers** once Owner
202. accepts a purchase contract or lease agreement for the Premises.
203. Listing Broker will change or maintain the correct MLS Listing status in accordance with the MLS Rules and
204. Regulations and any associated policies.
205. **Cancellation:** Listing Broker reserves the right to cancel this Agreement unilaterally for cause, which shall include,
206. but is not limited to, Listing Broker's good faith belief that any service requested of Listing Broker or any action
207. undertaken by anyone other than Listing Broker is (or could be determined to be) in violation of any applicable law.

8. OWNER OBLIGATION

208. **Premises Access:** Owner shall provide access to the Premises at reasonable times and upon reasonable notice to
209. allow for showing the Premises to prospective buyers and cooperating brokers.

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

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

219. **Adverse Information:** Owner has disclosed to Listing Broker all material latent defects and information concerning
 220. the Premises known to Owner, including all material information relating to: (i) connection to a public sewer system,
 221. septic tank or other sanitation system; (ii) the existence of any tax, judgment or other type of lien; (iii) past or present
 222. infestation by or treatment for wood-destroying pests or organisms; and (iv) past or present repair of the Premises
 223. for damage resulting from wood destroying pests or organisms. During the term of this Agreement, Owner agrees
 224. to continue disclosing to Listing Broker all additional information of the type required by the preceding sentence
 225. promptly after Owner becomes aware of any such information by updating the Seller's Property Disclosure Statement,
 226. Residential Lease Owner's Property Disclosure Statement or other written notice.

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

230. **1. Affidavit of Disclosure:** If the Premises is located in an unincorporated area of the county, and five (5) or fewer
 231. parcels of property other than subdivided property are being transferred, Owner shall deliver a completed Affidavit of
 232. Disclosure in the form required by law to buyer within five (5) days after purchase contract acceptance.
233. **2. Disclosure of Lead-Based Paint and Lead-Based Paint Hazards (Sale or Rental):** If the Premises structure was
 234. built before 1978, federal law requires that Owner provide the buyer or tenant with a lead-based paint disclosure form.
235. **3. Domestic Water Well Addendum Seller's Property Disclosure Statement:** If the Premises is served by a
 236. domestic water well, Owner shall deliver a completed Domestic Water Well Addendum to buyer within three (3) days
 237. of contract acceptance.
238. **4. Foreign Investment in Real Property Tax Act certificate:** The Foreign Investment in Real Property Tax Act ("FIRPTA")
 239. is applicable if Owner is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
 240. estate ("Foreign Person"). Owner agrees to complete, sign, and deliver to Escrow Company a certificate indicating
 241. whether Owner is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of
 242. the purchase price withheld, unless an exception applies. Owner is responsible for obtaining independent legal and tax
 243. advice.
244. **5. H.O.A. Condominium / Planned Community Addendum:** If the Premises is in a residential HOA/Condominium or
 245. Planned Unit Development, Owner shall complete and return to Listing Broker page 1 of the HOA Addendum.
246. **6. Insurance Claims History:** Owner shall deliver to buyer a written five (5) year insurance claims history regarding
 247. the Premises (or a claims history for the length of time Owner has owned the Premises if less than five (5) years) from
 248. Owner's insurance company or an insurance support organization or consumer reporting agency, or if unavailable
 249. from these sources, from Owner, within five (5) days after purchase contract acceptance.
250. **7. Residential Lease Agreement (Lease):** If the Premises is to be sold while subject to a Lease, Owner shall provide a
 251. copy of the Lease to the Listing Broker.
252. **8. Residential Lease Owner's Property Disclosure Statement (RLOPDS):** The RLOPDS is designed to protect the
 253. Owner by disclosing pertinent information regarding the Premises.
254. **9. Seller's Property Disclosure Statement (SPDS):** The SPDS is designed to protect the Owner by disclosing
 255. pertinent information regarding the Premises. Owner shall complete and return the SPDS to Listing Broker.
256. **10. Solar Addendum:** If a solar photovoltaic panel system ("Solar System") has been installed on the Premises that is
 257. subject to a lease or unpaid loan, Owner shall complete and return the Solar Addendum to Listing Broker.

258. **Recommendations:** If Listing Broker recommends a builder, contractor, escrow company, title company, pest control
 259. service, appraiser, lender, home inspection company or home warranty company or any other person or entity to

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260. Owner for any purpose, such recommendations shall be independently investigated and evaluated by Owner, who
 261. hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity
 262. recommended by Listing Broker will be based solely upon such independent investigation and evaluation. Owner
 263. understands that said contractual arrangement may result in Compensation or fee to Listing Broker. Owner agrees it
 264. will not allow mechanic's liens to be recorded against the Premises during the term of this Agreement or at any time
 266. prior to close of escrow.

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

272. (OWNER'S INITIALS REQUIRED) _____

9. REMEDIES

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

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

288. (OWNER'S INITIALS REQUIRED) _____

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

10. ADDITIONAL TERMS AND CONDITIONS

292. _____
 293. _____
 294. _____
 295. _____
 296. _____
 297. _____
 298. _____
 299. _____
 300. _____
 301. _____
 302. _____
 303. _____
 304. _____
 305. _____

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306. **Assignment:** Neither Listing Broker nor Owner may assign any rights or obligations pursuant to this Agreement
 307. without the prior written consent of the other, and any attempted assignment without consent shall be void and of no
 308. effect.
309. **Arizona Law:** This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
310. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted shall be in writing
 311. addressed to Owner or Listing Broker as indicated in Sections 11 and 12 and deemed delivered and received when:
 312. (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses are provided
 313. herein; (iv) sent by recognized overnight courier service, or (v) sent by U.S. mail, in which case the Notice shall be
 314. deemed received when actually received or five (5) days after the notice is mailed, whichever occurs first.
315. **Days:** All references to days shall be deemed to be calendar days unless otherwise provided.
316. **Copies and Counterparts:** This Agreement may be executed by facsimile or other electronic means and in any
 317. number of counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original
 318. Agreement.
319. **Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Agreement between
 320. Owner and Listing Broker and shall supersede any other written or oral agreements. Invalidity or unenforceability of
 321. one or more provisions of this Agreement shall not affect any other provisions of this Agreement. The failure to initial
 322. any page of this Agreement shall not affect the validity or terms of this Agreement.
323. **Acceptance:** The undersigned agree to the terms and conditions set forth herein and acknowledges receipt of a copy
 324. of this Agreement.

11. OWNER

325. _____
 ^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR ^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR
326. _____
 ^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME ^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME
327. _____
 ^ ADDRESS ^ ADDRESS
328. _____
 ^ CITY, STATE, ZIP CODE ^ CITY, STATE, ZIP CODE
329. _____
 ^ TELEPHONE ^ TELEPHONE
330. _____
 ^ EMAIL ^ EMAIL

12. LISTING BROKER

331. Agent is a member of the _____ Association/Board of REALTORS® and subscribes to the REALTOR®
 332. Code of Ethics.
333. _____
 ^ AGENT'S SIGNATURE MO/DA/YR ^ AGENT'S SIGNATURE MO/DA/YR
334. _____
 ^ AGENT'S PRINTED NAME ^ AGENT'S PRINTED NAME
335. _____
 ^ PRINT FIRM NAME ^ PRINT FIRM NAME
336. _____
 ^ TELEPHONE ^ TELEPHONE
337. _____
 ^ EMAIL ^ EMAIL

For Broker Use Only:

Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
 MO/DA/YR