



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

**4. COMPENSATION**

30 **Compensation for the sale or rental of the Premises is not set by any Association/Board of REALTORS® or any Multiple**  
31 **Listing Service. The compensation payable for the sale or rental of the Premises is negotiated between Broker and Owner.**  
32 **All funds are to be in U.S. currency.**

33 Owner agrees to compensate Broker and Cooperating Broker(s), if any, as follows:

34 **Retainer:** Broker shall be paid within five (5) days of execution of this Agreement, a non-refundable retainer fee in the amount of  
35 \$ \_\_\_\_\_ payable to Broker for initial consultation, research and other services.

36 **Commissions:** If Broker produces a ready, willing and able purchaser or tenant in accordance with this Agreement, or if a sale or  
37 rental of the Premises is made by Owner or through any other broker, or otherwise, during the Term of this Agreement, Owner agrees  
38 to pay Broker a TOTAL COMMISSION of:

39  **Sale:** \_\_\_\_\_ % of the gross sales price **OR** \$ \_\_\_\_\_; and

40 Additional Broker commission(s): \_\_\_\_\_.

41 **Cooperating Brokers (SALE):** Broker intends to cooperate with all other brokers except when not in Owner's best interest, and  
42 to offer compensation in the amount of \_\_\_\_\_ % of the gross purchase price **OR** \$ \_\_\_\_\_ to a buyer's broker, who  
43 represents the interest of the buyer(s), and not the interest of Owner, in a transaction. Any such cooperation shall not increase the  
44 total commission payable by Owner.

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

47 **Cooperating Brokers (RENTAL):** Broker intends to cooperate with all other Brokers except when not in Owner's best interest, and to  
48 offer compensation in the amount of \_\_\_\_\_ % of the gross rental amount as calculated for the entire term of the initial lease,  
49 **OR** \$ \_\_\_\_\_ to a tenant's broker who represents the interest of the tenant(s), and not the interest of Owner, in a transaction.  
50 Any such cooperation shall not increase the total commission payable by Owner.

51 **Rental Renewal or Extension:** Regardless of whether this Agreement has expired, Owner agrees to pay a commission of  
52 \_\_\_\_\_ % **OR** \$ \_\_\_\_\_ of the gross rental amount within (five) 5-days of rental renewal or extension.

53 **Purchase by Tenant:** If during the terms of any rental of the Premises, including any renewals or holdovers, or within \_\_\_\_\_ days  
54 after the rental's termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the sale commission  
55 described in Section 4 shall be deemed earned by and payable to Broker.

56 **Cooperating Broker (dispute):** In the event a dispute arises between Broker and any Cooperating Broker(s) regarding payment of  
57 commission, Owner shall not revoke or seek to amend compensation previously offered. Any compensation dispute between Brokers  
58 shall be resolved after the close of escrow in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed.

59 **Withdrawn/Cancelled Listings:** The same amount of sale or rental commission shall be due and payable to Broker if, without the  
60 consent of Broker, the Premises is withdrawn from this Agreement, otherwise withdrawn from sale or rental, or is rented, transferred,  
61 or conveyed by Owner through any other broker.

62 **Payment from Escrow or Rent:** Owner instructs the escrow company, if any, to pay all such compensation to Broker by check,  
63 wire transfer, or certified funds as a condition to closing or upon cancellation of the escrow, and irrevocably assigns to Broker, to the  
64 extent necessary, money payable to Owner at the closing or cancellation of escrow. Broker is authorized to deduct compensation  
65 owed to Broker from any rent or other monies received by Broker on Owner's behalf.

66 **After Expiration:** After the expiration of this Agreement, the same commissions, as appropriate, shall be payable if a sale or rental is  
67 made by Owner to any person to whom the Premises has been shown or with whom Owner or any broker has negotiated concerning  
68 the Premises during the term of this Agreement: (i) within \_\_\_\_\_ days after the expiration of this Agreement, unless the Premises  
69 has been listed on an exclusive basis with another broker; (ii) during the pendency, including the closing, of any purchase contract or  
70 escrow relating to the Premises that was executed or opened during the term of this Agreement; or (iii) as contemplated by Section 4.

71 **Failure to Complete:** If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner, the entire sale  
72 or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for any other reason, Owner  
73 shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the commission.

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<b>OWNER</b>	<b>OWNER</b>

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74 **Construction:** To the maximum extent permitted by applicable law, this Agreement shall be construed as limiting applicable  
75 provisions of law relating to when commissions are earned or payable. In the event of any express disagreement between any  
76 provision of this Agreement and the requirements of applicable law, the applicable provision of this Agreement shall be deemed  
77 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  
80 property (i.e., remote controls) shall convey in this sale or rental. Including the following:

- 81 • built-in appliances, ceiling fans and remotes
- 82 • central vacuum, hose, and attachments
- 83 • draperies and other window coverings
- 84 • fireplace equipment (affixed)
- 85 • floor coverings (affixed)
- 86 • free-standing range/oven
- 87 • garage door openers and remotes
- 88 • light fixtures
- 89 • 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

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
- water purification systems
- 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  
111 as specified in Section 4. Unless otherwise agreed, Broker acts as Owner's agent only and has the duties of loyalty, obedience,  
112 disclosure, confidentiality, and accounting (Fiduciary Duties) as well as other duties imposed by the Arizona Department of Real  
113 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;  
115 (ii) disclose, in writing, all facts known to the licensee that may materially and adversely affect the consideration to be paid for the  
116 Premises; and (iii) disclose that Owner or buyer(s) may be unable to perform. REALTORS® are further obligated by the National  
117 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  
119 same real estate company may represent the Owner's interest and the buyer's interest but not to the detriment of the other party.  
120 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  
 124 or terms the buyer(s) should offer; and (v) a recommended or suggested price or terms the Owner should counter with or accept.

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

**7. BROKER AUTHORITY**

128 **Broker's Role:** Broker is not responsible for the custody or condition of the Premises or its management (except under separate  
 129 contract), upkeep, or repair.

130 **Advertising:** Owner agrees to not advertise or market the Premises in any manner without the prior written permission of Broker.

131 **Multiple Listing Service (MLS):** Broker is authorized to provide any and all information regarding the Premises to any MLS of  
 132 which Broker is a participant and to publish and disseminate such information in print or electronic form to MLS participants and  
 133 the general public, including dissemination of the information through Internet Data Exchanges (IDX) and Virtual Office Websites  
 134 (VOWs). Broker is authorized to report the sale or rental of the Premises and its price, terms and financing for dissemination  
 135 through the MLS to MLS participants and the general public.

136 All terms of the transaction, including sale price and financing, if applicable, (i) will be provided to the MLS(s); and (ii) may be  
 137 provided to the MLS even if the Premises is not listed with the MLS(s).

138 **Signs:** Broker  **IS**  **IS NOT** allowed to place Broker's "For Sale" sign or "For Rent" sign in conjunction with any customary  
 139 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)  
 140 on the Premises. Seller acknowledges that any public marketing of the premises will require submission to the MLS within one  
 141 business day.

142 **Photos/Video:** Owner  **DOES**  **DOES NOT** authorize Broker to place photos, video images/virtual tours of the Premises on  
 143 the internet and other electronic and on-line media platforms. If authorized by Owner to do so, such marketing will be performed  
 144 at the sole discretion of Broker. Owner is cautioned to protect items in view.

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

149 **Lockbox/Keysafe:** Broker  **IS**  **IS NOT** authorized to install a lockbox/keysafe. A lockbox/keysafe is designed to hold a key  
 150 to the Premises to permit access to the Premises by Broker, cooperating brokers, MLS participants, their authorized licensees  
 151 and representatives, authorized inspectors, and prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards  
 152 of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a lockbox/keysafe. If  
 153 premises is rented, Owner must comply with providing proper notice to tenant(s) pursuant to Arizona law.

154 **Offers:** Broker  **IS**  **IS NOT** authorized to disclose the existence of offers, which includes the sales price and terms of sale or  
 155 rent price and terms of lease, on the Premises.

156 **Subsequent Purchase or Lease Offers:** Broker acknowledges that Owner has the right to accept subsequent offers until the close  
 157 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  
 158 accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising from  
 159 the acceptance of earlier offers.

160 (Check if applicable)  **Accept backup offers**  **Withhold verbal offers**  **Withhold all offers** once Owner accepts a purchase  
 161 contract or lease agreement for the Premises.

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

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

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**8. OWNER OBLIGATION**

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

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

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

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

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

- 187 1. **Affidavit of Disclosure:** If the Premises is located in an unincorporated area of the county, and five (5) or fewer parcels of  
 188 property other than subdivided property are being transferred, Owner shall deliver a completed Affidavit of Disclosure in  
 189 the form required by law to buyer within five (5) days after purchase contract acceptance.
- 190 2. **Disclosure of Lead-Based Paint and Lead-Based Paint Hazards (Sale or Rental):** If the Premises structure was built  
 191 before 1978, federal law requires that Owner provide the buyer or tenant with a lead-based paint disclosure form.
- 192 3. **Domestic Water Well Addendum Seller's Property Disclosure Statement:** If the Premises is served by a domestic water  
 193 well, Owner shall deliver a completed Domestic Water Well Addendum to buyer within three (3) days of contract acceptance.
- 194 4. **Foreign Investment in Real Property Tax Act certificate:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is  
 195 applicable if Owner is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate  
 196 ("Foreign Person"). Owner agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Owner  
 197 is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of the purchase price  
 198 withheld, unless an exception applies. Owner is responsible for obtaining independent legal and tax advice.
- 199 5. **H.O.A. Condominium / Planned Community Addendum:** If the Premises is in a residential HOA/Condominium or Planned  
 200 Unit Development, Owner shall complete and return to Broker page 1 of the HOA Addendum.
- 201 6. **Insurance Claims History:** Owner shall deliver to buyer a written five (5) year insurance claims history regarding the  
 202 Premises (or a claims history for the length of time Owner has owned the Premises if less than five (5) years) from Owner's  
 203 insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these  
 204 sources, from Owner, within five (5) days after purchase contract acceptance.
- 205 7. **Residential Lease Agreement (Lease):** If the Premises is to be sold while subject to a Lease, Owner shall provide a copy  
 206 of the Lease to the Broker.
- 207 8. **Residential Lease Owner's Property Disclosure Statement (RLOPDS):** The RLOPDS is designed to protect the Owner  
 208 by disclosing pertinent information regarding the Premises.
- 209 9. **Seller's Property Disclosure Statement (SPDS):** The SPDS is designed to protect the Owner by disclosing pertinent  
 210 information regarding the Premises. Owner shall complete and return the SPDS to Broker.
- 211 10. **Solar Addendum:** If a solar photovoltaic panel system ("Solar System") has been installed on the Premises that is subject to  
 212 a lease or unpaid loan, Owner shall complete and return the addendum to Broker.

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

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

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

**9. REMEDIES**

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

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

**10. ADDITIONAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

**11. OWNER**

269	_____	_____
	^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR	^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR
270	_____	_____
	^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME	^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME
271	_____	_____
	^ ADDRESS	^ ADDRESS
272	_____	_____
	^ CITY, STATE, ZIP CODE	^ CITY, STATE, ZIP CODE
273	_____	_____
	^ TELEPHONE	^ TELEPHONE
274	_____	_____
	^ EMAIL	^ EMAIL

**12. BROKER**

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

277	_____	_____
	^ AGENT'S SIGNATURE MO/DA/YR	^ AGENT'S SIGNATURE MO/DA/YR
278	_____	_____
279	_____	_____
	^ AGENT'S PRINTED NAME	^ AGENT'S PRINTED NAME
280	_____	_____
	^ PRINT FIRM NAME	^ PRINT FIRM NAME
281	_____	_____
	^ TELEPHONE	^ TELEPHONE
282	_____	_____
	^ EMAIL	^ EMAIL

**For Broker's office use only:**

Broker's File/Lot No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date: \_\_\_\_\_  
MO/DA/YR