

**EXCLUSIVE AGENCY  
COMMERCIAL/INDUSTRIAL**

Type **EA**

This is Intended to be a Legally Binding Contract

Legal I.D. \_\_\_\_\_

1. **Exclusive Agency.** In consideration of the acceptance by the undersigned licensed Arizona real estate broker  
2. ("Broker") of the terms of this Contract and Broker's promise to endeavor to effect a sale of the property described  
3. below (the "Property"), I or we, as owner(s) (the "Owner"), employ and appoint Broker as the sole and exclusive agent,  
4. commencing on \_\_\_\_\_, \_\_\_\_\_, and expiring at midnight on \_\_\_\_\_, \_\_\_\_\_  
5. to sell, exchange, option or rent the Property described in lines 6 through 10.

6. **The Property.** For purposes of this Contract, the "Property" means the real property in \_\_\_\_\_  
7. County, Arizona described below, plus all fixtures and improvements thereon, all appurtenances incident thereto and  
8. all personal property described in lines 13 through 20.

9. \_\_\_\_\_  
Legal Description

10. \_\_\_\_\_  
Street Address

11. **Price.** The listing price shall be \$ \_\_\_\_\_, to be paid as described in the Owner's Data Entry Form,  
12. or such other price and terms as are accepted by Owner.

13. **Fixtures and Personal Property.** Except as provided in the Data Entry Form, the property includes the following  
14. fixtures or personal property: All existing storage sheds, heating and cooling equipment, built-in appliances, light  
15. fixtures, window and door screens, sun screens, storm windows and doors, towel, curtain and drapery rods, attached  
16. carpeting, draperies and other window coverings, fireplace equipment, pool and spa equipment (including any  
17. mechanical or other cleaning systems), garage door openers and controls, irrigation systems, fire warning and security  
18. systems, fences, ceiling fans and attached antennas.

19. **Additional Property and Leased Equipment.** The property may include additional personal property and exclude  
20. leased equipment as described in the Data Entry Form.

21. **Access and Lockbox.** Owner authorizes Broker to install and use a Lockbox containing a key to the Property.  yes  
22.  no. Owner acknowledges that a Lockbox and any other keys left with or available to Broker will permit access to the  
23. Property by Broker, Broker's subagents and buyers' agents, together with potential purchasers, even when Owner is  
24. absent; that neither the Arizona Regional Multiple Listing Service ("ARMLS"), nor any Board of REALTORS®, nor any  
25. broker is insuring Owner against theft, loss or vandalism resulting from any such access; that Owner is responsible for  
26. obtaining appropriate insurance; and that Owner will obtain and provide to Broker written permission from the occupant  
27. of the Property, if it is a person other than Owner.

28. **Sign.** Broker is authorized to place Broker's "For Sale" and "Sold" Signs, as appropriate, on the Property.

29. **Additional Terms.** \_\_\_\_\_  
30. \_\_\_\_\_  
31. \_\_\_\_\_

32. **Owner's Right to Sell.** Owner reserves the right to sell the Property during the term hereof, without incurring liability  
33. for any compensation to Broker, provided that such sale is not made to a person produced by Broker or with whom  
34. Broker has negotiated during the term hereof, or through any other real estate broker, and provided that Broker, prior  
35. to such sale, has not become entitled to compensation in accordance with the terms hereof.

36. **Compensation to Broker.** Owner agrees to compensate Broker as follows:

37. a. If Broker produces a ready, willing and able purchaser in accordance with this Contract, or if a sale or exchange of  
38. the Property is made through any other real estate broker during the term of this exclusive listing, for services  
39. rendered, Owner agrees to pay Broker a commission of \_\_\_\_\_.  
40. The same amount of commission shall be payable to Broker if, without the consent of Broker, the Property is  
41. withdrawn from this listing, or otherwise withdrawn from sale, or transferred or conveyed by Owner through the  
42. services of any other real estate broker.



43. b. Owner agrees not to rent the Property during the term of this Contract without Broker's prior knowledge and  
44. consent and, if the Property is rented through the services of Broker or any other real estate broker, Owner agrees  
45. to pay Broker a rental commission of \_\_\_\_\_ .  
46. If during the terms of such rental or within \_\_\_\_\_ after its termination, a tenant located through the  
47. commission described in line 39 shall be deemed as earned by and payable to Broker.

48. c. If within \_\_\_\_\_ days after the expiration of this Contract, a sale, exchange or option is made by Owner to any  
49. person to whom the Property has been shown by Broker or any agent of Broker, or with whom Broker or any agent  
50. of Broker has negotiated concerning the sale of the Property, the same fee shall be payable unless this Contract  
51. has been renewed or the Property has been relisted on an exclusive basis with another real estate broker.

52. d. Owner authorizes Broker to cooperate with other brokers and to divide with other brokers all such compensation in  
53. any manner acceptable to Broker.

54. e. Owner will instruct the escrow company to pay all such commissions to Broker as a condition to closing and  
55. irrevocably assigns Owner's proceeds to Broker at close of escrow to the extent necessary therefor. If completion  
56. of the sale is prevented by default of Owner, or with the consent of Owner, the entire fee shall be paid directly by  
57. Owner. If the earnest deposit is forfeited for any other reason, Owner shall pay a brokerage fee equal to one-half of  
58. the earnest deposit, provided such payment shall not exceed the full amount of the fee. Nothing in this paragraph  
59. shall be construed as limiting applicable provisions of law relating to when commissions are earned or payable.

60. **TERMS ON REVERSE.** THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF PLUS ALL  
61. INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE.

62. **Receipt of Copy.** Broker and Owner acknowledge receipt of a copy of this Contract.

63. COMMISSIONS PAYABLE FOR THE SALE, LEASING OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY  
64. BOARD OF REALTORS® OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN BY  
65. NEGOTIATION BETWEEN THE BROKER AND THE CLIENT.

66. \_\_\_\_\_  
Owner Address Date

67. \_\_\_\_\_  
Owner City/Zip Phone

68. In consideration of Owner's representations and promises in this Contract, Broker agrees to endeavor to effect a sale,  
69. exchange, option or rental in accordance with this Contract and further agrees to file this listing for publication by a  
70. local Board of REALTORS® and dissemination to the Users of ARMLS.

71. \_\_\_\_\_  
Listing Office By (Signature) Phone

72. Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Broker

73. Broker's File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date: \_\_\_\_\_

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.



74. **Multiple Listing Service.** Broker is a member of a local Board of REALTORS®, which is a member of ARMLS. This  
75. listing information will be provided to ARMLS to be published and disseminated to its Users. Broker is authorized to  
76. offer subagency and to appoint subagents and to report the sale, exchange, option or rental of the Property, and its  
77. price, terms and financing, to a local Board of REALTORS® for dissemination to and use by authorized ARMLS Users  
78. and to the public.

79. **Role of Broker.** Owner acknowledges that Broker is not responsible for the custody or condition of the Property or for  
80. its management, maintenance, upkeep or repair.

81. **Title.** Owner agrees to furnish marketable title by warranty deed and an Owner's policy of title insurance in the full  
82. amount of the purchase price.

83. **Cooperation by Owner.**

79. a. Owner agrees to make available to Broker and prospective purchasers all data, records and documents pertaining  
80. to the Property. As soon as practicable after a purchase contract has been executed, Owner also agrees to provide  
81. to the buyer copies of all unrecorded leases, restrictions, notes, licenses, agreements, warranties and permits  
82. affecting the premises or the use or occupancy thereof and a list of all tenants, deposits, rents and expenses.

83. b. Owner agrees to allow Broker, and any other broker who is a subagent of Broker to show the Property at  
84. reasonable times and upon reasonable notices and to commit no act which might tend to obstruct Broker's  
85. performance hereunder. Owner shall not deal directly with any prospective purchasers produced by a real estate  
86. broker to Broker during the term hereof. Owner agrees to cooperate with Broker on any offers to purchase the  
87. Property produced through a real estate broker. Owner also authorizes Broker to permit a broker who is a buyer's  
88. agent to show the Property at such times and on such terms as are acceptable to Owner or Broker.

89. **Sale by Owner.** If Owner sells the Property, he shall promptly notify Broker in writing, specifying the name of the  
90. purchaser, the purchase price to be paid and if the sale was or is being made through another real estate broker.

91. **Warranties by Owner.** Owner represents and warrants, as follows:

92. a. Owner is the Owner of record of the Property and has full authority to execute this Contract.

93. b. All information concerning the Property in this Contract, including the Data Entry Form, or otherwise provided by  
94. Owner to Broker or any purchaser or prospective purchaser of the Property is, or will be at the time made, and shall  
95. be at the closing, true, correct and complete. Owner agrees to notify Broker promptly if there is any material change  
96. in such information during the term of this Contract.

97. c. Except as otherwise provided in this Contract, Owner warrants that Owner shall maintain and repair the Property so  
98. that, at the earlier of possession or the close of escrow: the property shall be at least in substantially the same  
99. condition as on the effective date of this Contract; the roof will be water-tight; all heating, cooling, plumbing and  
100. electrical systems and built-in appliances will be in working condition; and if the Property has a swimming pool  
101. and/or spa, the motors, filter systems (and heaters, if so equipped) will be in working condition. Owner warrants  
102. that prior to the close of escrow, payment in full will have been made for all labor, materials, machinery, fixtures or  
103. tools furnished within the 120 days immediately preceding the close of escrow in connection with the construction,  
104. alteration or repair of any structure on or improvement to the Property. Prior to the close of escrow, Owner shall  
105. grant the purchaser or purchaser's representatives reasonable access to enter and inspect the Property.

106. d. The information in this Contract, if any, pertaining to a public sewer system, septic tank or other sanitation system  
107. is correct.



108. e. Owner will disclose to any potential purchaser all facts known to him concerning adverse conditions or latent  
109. defects in, to or affecting the Property.
110. f. At his expense, Owner will place in escrow a wood-infestation inspection report by a licensed pest control  
111. contractor which, when considered in its entirety, indicates that all residences and buildings attached to the  
112. Property are free from evidence of current infestation by any wood-destroying organisms.
113. **Indemnification.** Owner agrees to indemnify and hold Broker, all Boards of REALTORS®, ARMLS, and all other  
114. cooperating brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation  
115. or breach of warranty by Owner in this Contract, any incorrect information supplied by Owner and any facts concerning  
116. the Property not disclosed by Owner, including without limitation, any facts known to Owner relating to adverse  
117. conditions or latent defects.
118. **Attorney Fees.** In any action or proceeding to enforce any provision of this Contract, or for damages sustained by  
119. reason of its breach, the prevailing party shall be entitled to reasonable attorneys fees, as set by the court or arbitrator  
120. and not by a jury, and to all other related expenses, such as expert witness fees, fees paid to investigators and court  
121. costs. Additionally, if any Broker reasonably hires an attorney to enforce the collection of any commission payable  
122. pursuant to this Contract, and is successful in collecting some or all of such commission without commencing an  
123. action or proceeding, Owner agrees to pay such Broker's reasonable attorneys fees and costs.
124. **Deposits.** Owner authorizes Broker to accept earnest deposits on behalf of Owner and to issue receipts for such  
125. earnest deposits.
126. **Recommendations.** If any broker recommends a builder or contractor or any other person or entity to Owner for any  
127. purpose, such recommendation will be independently investigated and evaluated by Owner, who hereby  
128. acknowledges that any decision to enter into any contractual arrangements with any such person or entity  
129. recommended by any Broker will be based solely upon such independent investigation and evaluation.
130. **FIRPTA.** Upon Broker's request, Owner agrees to complete, sign and deliver to escrow company a certificate  
131. concerning whether Owner is a foreign person or nonresident alien pursuant to the Foreign Investment in Real  
132. Property Tax Act of 1980 (FIRPTA).
133. **Subsequent Offer.** Upon Owner's acceptance of an offer with respect to the Property, Owner waives his right to  
134. receive any subsequent offer with respect to the Property until after forfeiture by the offeror or other nullification of the  
135. contract with the offeror.
136. **Entire Agreement.** This Contract, any attached exhibits and any addenda or supplements signed by the parties, shall  
137. constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements  
138. between Owner and Broker. This Contract can be modified only by a writing signed by Owner and Broker.
139. **Equal Opportunity.** The Property is offered without respect to ancestry, race, religion, color, sex, handicap, marital  
140. status, familial status, age or national origin.
141. **Construction of Language.** The language of this Contract shall be construed according to its fair meaning and not  
142. strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the  
143. neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with  
144. circumstances and context.

