EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL MULTIPLE DWELLINGS



This is Intended to be a Legally Binding Contract

	Legal I.D
2. 3.	Exclusive Right to Sell. In consideration of the acceptance by the undersigned licensed Arizona real estate broker ("Broker") of the terms of this Contract and Broker's promise to endeavor to effect a sale of the property described below (the "Property"), I or we, as owner(s) (the "Owner"), employ and grant Broker the exclusive and irrevocable right commencing on, and expiring at midnight on, to sell, exchange, option or rent the Property described in lines 6 through 10.
7.	The Property. For purposes of this Contract, the "Property" means the real property in County, Arizona described below, plus all fixtures and improvements thereon, all appurtenances incident thereto and all personal property described in lines 13 through 20.
9.	
	Legal Description
10.	
	Street Address
	Price. The listing price shall be \$, to be paid as described in the Owner's Data Entry Form, or such other price and terms as are accepted by Owner.
14. 15. 16. 17.	Fixtures and Personal Property. Except as provided in the Data Entry Form, the property includes the following fixtures or personal property: All existing storage sheds, heating and cooling equipment, built-in appliances, light fixtures, window and door screens, sun screens, storm windows and doors, towel curtain and drapery rods, attached carpeting, draperies and other window coverings, fireplace equipment, pool and spa equipment (including any mechanical or other cleaning systems), garage door openers and controls, irrigation systems, fire warning and security systems, fences, ceiling fans and attached antennas.
	Additional Property and Leased Equipment. The property may include additional personal property and exclude leased equipment as described in the Data Entry Form.
22. 23. 24. 25. 26.	Access and Lockbox. Owner authorizes Broker to install and use a Lockbox containing a key to the Property. ☐ yes ☐ no. Owner acknowledges that a Lockbox and any other keys left with or available to Broker will permit access to the Property by Broker, Broker's subagents and buyers' agents, together with potential purchasers, even when Owner is absent; that neither the Arizona Regional Multiple Listing Service ("ARMLS"), nor any Board of REALTORS®, nor any broker is insuring Owner against theft, loss or vandalism resulting from any such access; that Owner is responsible for obtaining appropriate insurance; and that Owner will obtain and provide to Broker written permission from the occupant 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. 30. 31.	Additional Terms.
32.	Compensation to Broker. Owner agrees to compensate Broker as follows:
33. 34. 35. 36.	a. If Broker produces a ready, willing and able purchaser in accordance with this Contract, or if a sale or exchange of the Property is made by Owner or through any other agent or otherwise, during the term of this exclusive listing, for services rendered, Owner agrees to pay Broker a commission of The same amount of commission shall be payable to Broker if, without the consent of Broker, the Property is withdrawn from this listing, otherwise withdrawn from sale, or transferred or conveyed by Owner.

38. 39. 40. 41.	b.	If within days after the expiration of this Contract, a sale, exchange or option is made by Owner to any person to whom the Property has been shown by Broker or any agent of Broker, or with whom Broker or any agent of Broker has negotiated concerning the sale of the Property, the same fee shall be payable unless this Contract has been renewed or the Property has been relisted on an exclusive basis with another real estate broker.
42. 43.	C.	Owner authorizes Broker to cooperate with other brokers and to divide with other brokers all such compensation in any manner acceptable to Broker.
44. 45. 46. 47. 48. 49.	d.	Owner will instruct the escrow company to pay all such commissions to Broker as a condition to closing and irrevocably assigns Owner's proceeds to Broker at close of escrow to the extent necessary therefor. If completion of the sale is prevented by default of Owner, or with the consent of Owner, the entire fee shall be paid directly by Owner. If the earnest deposit is forfeited for any other reason, Owner shall pay a brokerage fee equal to one-half of the earnest deposit, provided such payment shall not exceed the full amount of the fee. Nothing in this paragraph shall be construed as limiting applicable provisions of law relating to when commissions are earned or payable.
		RMS ON REVERSE. THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF PLUS ALLFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE.
52.	Re	ceipt of Copy. Broker and Owner acknowledge receipt of a copy of this Contract.
54.	BC	OMMISSIONS PAYABLE FOR THE SALE, LEASING OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY DARD OF REALTORS® OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN BY GOTIATION BETWEEN THE BROKER AND THE CLIENT.
56.	_	
	Οv	vner Address Date
57.	Ov	vner City/Zip Phone
59.	ex	consideration of Owner's representations and promises in this Contract. Broker agrees to endeavor to effect a sale, change or option in accordance with this Contract and further agrees to file this listing for publication by a local ard of REALTORS® and dissemination to the Users of ARMLS.
61.		ting Office By (Signature) Phone
	Lis	ting Office By (Signature) Phone
62.	Ac	cepted by: Date: Date:
		DIOKEI
63.	Bro	oker's File/Log No Manager's Initials Broker's Initials Date:
		PRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX QUENCES THEREOF. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

- 64. Multiple Listing Service. Broker is a member of a local Board of REALTORS®, which is a member of ARMLS. This
- 65. listing information will be provided to ARMLS to be published and disseminated to its Users. Broker is authorized to
- 66. offer subagency and to appoint subagents and to report the sale, exchange, option or rental of the Property, and its
- 67. price, terms and financing, to a local Board of REALTORS® for dissemination to and use by authorized ARMLS Users
- 68. and to the public.
- 69. Role of Broker. Owner acknowledges that Broker is not responsible for the custody or condition of the Property or for
- 70. its management, maintenance, upkeep or repair.
- 71. Title. Owner agrees to furnish marketable title by warranty deed and an Owner's policy of title insurance in the full
- 72. amount of the purchase price.

73. Cooperation by Owner.

- 74. a. Owner agrees to make available to Broker and prospective purchasers all data, records and documents pertaining
- 75. to the Property. As soon as practicable after a purchase contract has been executed, Owner also agrees to provide
- 76. to the buyer copies of all unrecorded leases, restrictions, notes, licenses, agreements, warranties and permits
- 77. affecting the premises or the use or occupancy thereof and a list of all tenants, deposits, rents and expenses.
- 78. b. Owner agrees to allow Broker, and any other broker who is a subagent of Broker to show the Property at
- 79. reasonable times and upon reasonable notice and to commit no act which might tend to obstruct Broker's
- 80. performance hereunder. Owner shall not deal directly with any prospective purchaser of the Property during the
- 81. term of this Contract and shall refer all prospective purchasers to Broker during the term hereof. Owner agrees to
- 82. cooperate with Broker on any offers to purchase the Property. Owner also authorizes Broker to permit a broker who
- 83. is a buyer's agent to show the Property at such times and on such terms as are acceptable to Owner or Broker.
- 84. Warranties by Owner. Owner represents and warrants, as follows:
- 85. a. Owner is the Owner of record of the Property and has full authority to execute this Contract.
- 86. b. All information concerning the Property in this Contract, including the Data Entry Form, or otherwise provided by
- 87. Owner to Broker or any purchaser or prospective purchaser of the Property is, or will be at the time made, and shall
- 88. be at the closing, true, correct and complete. Owner agrees to notify Broker promptly if there is any material change
- 89. is such information during the term of this Contract.
- 90. c. Except as otherwise provided in this Contract, Owner warrants that Owner shall maintain and repair the Property so
- 91. that, at the earlier of possession or the close of escrow: the property shall be at least in substantially the same
- 92. condition as on the effective date of this Contract; the roof will be water-tight; all heating, cooling, plumbing and
- 93. electrical systems and built-in appliances will be in working condition; and if the Property has a swimming pool
- 94. and/or spa, the motors, filter systems (and heaters, if so equipped) will be in working condition. Owner warrants
- that prior to the close of escrow, payment is full will have been made for all labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the close of escrow in connection with the construction,
- 97. alteration or repair of any structure on or improvement to the Property. Prior to the close of escrow, Owner shall
- 98. grant the purchaser or purchaser's representatives reasonable access to enter and inspect the Property.
- 99. d. The information in this Contract, if any, pertaining to a public sewer system, septic tank or other sanitation system 100. is correct.
- 101. e. Owner will disclose to any potential purchaser all facts known to him concerning adverse conditions or latent 102. defects in, to or affecting the Property.

- 103. f. At his expense, Owner will place in escrow a wood-infestation inspection report by a licensed pest control contractor which, when considered in its entirety, indicates that all residences and buildings attached to the Property are free from evidence of current infestation by any wood-destroying organisms.
- 106. **Indemnification.** Owner agrees to indemnify and hold Broker, all Boards of REALTORS®, ARMLS, and all other 107. cooperating brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation 108. or breach of warranty by Owner in this Contract, any incorrect information supplied by Owner and any facts concerning 109. the Property not disclosed by Owner, including without limitation, any facts known to Owner relating to adverse
- 110. conditions or latent defects.
- 111. Attorney Fees. In any action or proceeding to enforce any provision of this Contract, or for damages sustained by
- 112. reason of its breach, the prevailing party shall be entitled to reasonable attorneys fees, as set by the court or arbitrator
- 113. and not by a jury, and to all other related expenses, such as expert witness fees, fees paid to investigators and court
- 114. costs. Additionally, if any Broker reasonably hires an attorney to enforce the collection of any commission payable
- 115. pursuant to this Contract, and is successful in collecting some or all of such commission without commencing an
- 116. action or proceeding, Owner agrees to pay such Broker's reasonable attorneys fees and costs.
- 117. Deposits. Owner authorizes Broker to accept earnest deposits on behalf of Owner and to issue receipts for such
- 118. earnest deposits.
- 119. Recommendations. If any broker recommends a builder or contractor or any other person or entity to Owner for any
- 120. purpose, such recommendation will be independently investigated and evaluated by Owner, who hereby
- 121. acknowledges that any decision to enter into any contractual arrangements with any such person or entity
- 122. recommended by any Broker will be based solely upon such independent investigation and evaluation.
- 123. FIRPTA. Upon Broker's request, Owner agrees to complete, sign and deliver to escrow company a certificate
- 124. concerning whether Owner is a foreign person or nonresident alien pursuant to the Foreign Investment in Real
- 125. Property Tax Act of 1980 (FIRPTA).
- 126. Subsequent Offer. Upon Owner's acceptance of an offer with respect to the Property, Owner waives his right to
- 127. receive any subsequent offer with respect to the Property until after forfeiture by the offeror or other nullification of the
- 128. contract with the offeror.
- 129. Entire Agreement. This Contract, any attached exhibits and any addenda or supplements signed by the parties, shall
- 130. constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements
- 131. between Owner and Broker. This Contract can be modified only by a writing singed by Owner and Broker.
- 132. Equal Opportunity. The Property is offered without respect to ancestry, race, religion, color, sex, handicap, marital
- 133. status, familial status, age or national origin.
- 134. Construction of Language. The language of this Contract shall be construed according to its fair meaning and not
- 135. strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the
- 136. neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with
- 137. circumstances and context.