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EXCLUSIVE RIGHT TO SELL/RENT LISTING CONTRACT LEGAL LANGUAGE

1 2		LUSIVE RIGHT TO SELL/RENT G CONTRACT LEGAL LANGUA	GE
2 3 4 5 6	THIS IS INTENDED TO BE A LEGALLY BINDI CONSEQUENCES OF THIS CONTRACT. IF YADVISOR.		
7 8 9 10 11	grant Broker the exclusive and irrevocable	ting Contract and Broker's promise to encoroperty described below ("Premises"), I or right commencing on	deavor to effect a; or we, as owner(s) ("Owner"), employ and , , and
12 13 14 15	expiring at 11:59 p.min Paragraph 3. NOTE: Owner acknowledges that signing m same term could expose the Owner to liability	nore than one Exclusive Right to Sell/Re	
16 17 18	2. PRICE. The listing price shall be: Sale \$ the case of a rental) all applicable lease or sheet ("Data Entry Form"), or such other price		per month , plus (in paid as described in the Owner's Profile
19 20 21 22	3. THE PREMISES. a.Location Information. Street Address: City/Town:County:_		Assessor's #:
23 24 25	City/Town:County:County:		Zip Code:
26 27 28 29 30	b. Fixtures and Personal Property. Excep all existing fixtures on the Premises, any items of personal property, to the extent lo	existing personal property specified in S	sale or rental of the Premises shall include section 3(c) below, and all of the following
31 32 33 34 35 36 37 38 39 40	 built in appliances ceiling fans and remote controls central vacuum hoses, and attachments draperies/other window coverings fireplace equipment (affixed) floor coverings (affixed) free standing range/oven garage door opener(s) and remote control(s) 	 light fixtures mailbox media antennas/satellite dishes outdoor fountains and lighting outdoor landscaping (i.e. – shrubbery, trees, un-potted plants shutters and awnings speakers (flush-mounted) storage sheds 	 storm windows and doors stoves: gas-log, pellet, or woodburning timers (affixed) towel, curtain/drapery rods wall mounted TV brackets and hardware (excluding TVs) water-misting systems window and door screens, sun shades
41 42 43	If owned by Owner, the following items also are i • affixed alternate power systems	in-ground pool and spa/hot tub	 security and/or fire systems and/or
44 45 46	serving the Premises (i.e. – solar)	equipment and covers (including any mechanical or other cleaning systems	alarmswater purification systemswater softeners
47 48 49	 Appliances and Additional Existing Per presently located in or upon the Premises: 		ude the following appliances which are
50 51 52 53 54 55 56 57	☐ Refrigerator ☐ Washer ☐ Dryer ☐ Description of above items:] Above Ground Spa/Hot Tub □ Above	e Ground Pool Other (describe below)
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58	Additional items of personal property included in sale:
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67	Fixtures and leased items NOT included in sale:
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76	Leased items INCLUDED in sale:
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85 86	4 ACCECC AND LOCKDON. Owner calinguidadess that a lackbox and any other leave left with an available to Draken will represent
87	4. ACCESS AND LOCKBOX. Owner acknowledges that a lockbox and any other keys left with or available to Broker will permit
88	access to the Premises by Broker or any other broker, with or without potential purchasers or tenants ("Prospects"), even when
89	Owner or occupant is absent. Owner further acknowledges that, from time to time, unauthorized persons may have gained
90	access to properties using lockboxes. Owner acknowledges that neither the Arizona Regional Multiple Listing Service ("ARMLS"), nor any Board or Association of REALTORS®, nor any broker (including Broker), is insuring Owner or occupant against theft, loss
91	
92	or vandalism resulting from any such access. Owner is responsible for taking such steps as may be necessary to secure and
93	protect the Premises during any time that a lockbox is being used and obtaining appropriate insurance.
94	(Owner's Initials) Owner does does not authorize Broker to install and use, on the Premises, a lockbox
95	(Owner's Initials) Owner does does not authorize Broker to install and use, on the Premises, a lockbox containing the key to the Premises. If the Premises is occupied by someone other than Owner, Owner will provide to the Broker
96	the occupant's written permission for the installation of the lockbox and the publication and dissemination of the occupant's name
97	and telephone number In the case of a Rental, in obtaining such permission from an occupant, Owner acknowledges that Owner
98	must comply with the Arizona Residential Landlord and Tenant Act, which provides, in part, that except in case of emergency,
99	the landlord shall give the occupant at least two days' notice of the landlord's intent to enter and enter only at reasonable times in
100	accordance with the Arizona Residential Landlord and Tenant Act.
101	accordance with the Arizona Nesidential Earthford and Tenant Act.
102	5. AGENCY RELATIONSHIPS. Owner understands that Broker is Owner's agent with respect to this Listing. Owner understands
103	that Broker, either acting directly or through one or more licensees within the same brokerage firm, may represent a Prospect
104	interested in the purchase or rental of the Premises. Owner authorizes the Premises to be shown to any such Prospect and
105	understands that Broker may legally represent both Owner and Prospect in a transaction with the knowledge and informed
106	consent of both parties.
107	Consent of both parties.
108	6. COMPENSATION TO BROKER AND COOPERATING BROKERS. Owner agrees to compensate Broker as follows:
100	
109	a. RETAINER. Broker acknowledges receipt of a non-refundable retainer fee of \$ payable to Broker for
110	initial consultation, research and other services.
111	b. COMMISSIONS. If Broker produces a ready, willing and able purchaser or tenant in accordance with this Listing Contract, or
112	if a sale, executed lease agreement, option or exchange of the Premises is made by Owner or through any other broker, or
113	otherwise, during the exclusive term of this Listing Contract, Owner agrees to pay Broker a total commission of:
114	(i) For a Salar
115	(i) For a: Sale: of the purchase price or a commission of a substantially similar allocable amount if the transaction is structured as other than a purchase or
116	·
110	lease.
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117 118			•	nis Listing Contract, Bro			other brokers % of
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119		the gross purchas	se price or \$	to a buver'	s broker who	represents the in	nterest of the
120				in a transaction. Any			
				in a transaction. Any	Sucii cooperat	ion shall not more	base the total
121		commission payab	le by Owner.				
122							
123	(ii)	For a: Rental:				of the lease	price, as
	()						• ,
124		calculated for the entire	term of the initial leas	se, upon execution of le	ase agreement	•	
125		a. Cooperating brok	cers: With regard to th	is Listing Contract, Bro	ker intends to c	ooperate with all	other brokers
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126							٥, ۶
126		except when not in	i Owner's best interes	t, and to offer compens	ation in the am <u>e</u>	ount of L	——— % of
127		the gross lease pri	ce as calculated for the	e entire term of the initi	al lease, <u>or</u> \$ L		to a tenant's
128		broker who repres	ents the interest of the	tenant(s), and not the	interest of Own	er in a transaction	n. Any such
129		cooperation shall	not increase the total of	commission payable by	Owner.		•
130	(iii)	For a: Holdover or rer				has evnired Ow	ner agrees to
131	(111)	_	lewar or rental. Nega	iluless of whether this i	Listing Contract		nei agrees to
		pay a commission of				ŀ	
132		L					
133	(iv)	For a: Referral: Broker	may offer referral co	mpensation to a referrii	ng broker who	has no broker rela	ationship with
134		the buyer/tenant or Own	ner. Any such cooper	ation shall not increase	the total comm	ission payable by	Owner.
		•	•				
135	c. WITHDR	AWN/CANCELLED LIS	TINGS. The same am	ount of sale or rental co	mmission shal	I be due and paya	able to Broker
136	if, without	the consent of Broker,	, the Premises is with	drawn from this Listing	Contract, oth	erwise withdrawn	from sale or
137	·	is rented, transferred, or		•			
138		SE BY TENANT. If duri				awale or holdover	e or within
130	u. 1 01(011A		ig the terms of any re-	ntai oi tiic i iciniscs, iik	duding any ich	CWais of Holdover	3, Or Within
139		days ofter its termina	tion only tonant or his	haira avaquitara ar aa	sians shall but	the Dromines fro	m Owner the
		-	-	s heirs, executors, or as			in Owner, the
140		mission described in Par	0 , , ,	, ,	•		
141	e. PAYMEN	T FROM ESCROW OF	RENT. Owner instr	ucts the escrow comp	any, if any, to	pay all such com	pensation to
142	Broker in	cash or certified funds	as a condition to clo	sing or upon cancellati	on of the escre	ow, and irrevocat	ly assigns to
143		the extent necessary,		= -			
144		mpensation from any re		_			
145		XPIRATION. After the e				appropriate chall	ho navablo if
146	•	ntal, exchange, or optio	•	• •			or with whom
147	Owner or	any broker has negotiat	ed concerning the Pre	mises during the term of	of this Listing C	ontract, (1) within	
1 / 0		Talance after the anning	tian af thia Liatina Can	tunnet combinent than Dunnet		-4	
148		—	•	tract, unless the Premis			
149		proker, or (2) during th					-
150		that was executed or op-					
151	g. FAILURE	TO COMPLETE. If cor	npletion of a sale or re	ental is prevented by de	fault of Owner	, or with the conso	ent of Owner,
152	the entire	sale or rental commissi	on, as appropriate, sh	all be paid to Broker by	Owner. If any	earnest deposit i	s forfeited for
153		reason, Owner shall par					
154	the comm		y a brokorago too oqa		ian or the earne	sor dopoon or the	ran annount of
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		UCTION. To the maxin			-		_
156		e provisions of law relation					-
157	between a	any provision of this List	ing Contract and the r	requirements of applica	ble law, the app	plicable provision	of this Listing
158	Contract	shall be deemed as mod	lified to the minimum e	extent necessary to ens	ure compliance	with applicable la	aw.
159				,		• • •	
160	7 LISTING BRO	KER OBLIGATIONS A	ND AUTHORITY R	roker agrees to make (diligent and cor	ntinued efforts to	sell/lease the
161	Premises.	nen obelominono /		Tokor agrood to make t	amgont and oor	itinada onorto to	0011/10000 1110
162		therimes Duelten to place		an alama an tha Duamia		'an Cala" alama an	d "Cald" alama
		thorizes Broker to place		on signs on the Premise	es, including F	or Sale signs and	a Sola signs
163		ease" and "Leased" sign					
164	b. Owner au	thorizes Broker to obtain	າ information relating t	o the present mortgage	(s) on the Prem	nises.	
165	c. Owner au	uthorizes Broker to inpu	at the information on	the Listing/Data Entry	Form, and any	y photographs or	video of the
166	Premises	, to ARMLS for publishi	ing and dissemination	, in whole or in part, in	n printed or ele	ectronic form, incl	uding via the
167		o ARMLS participants a	-				-
168		of the Listing. Owner					
169		or otherwise, and Brok					
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1/0	trie ioss o	f such valuable items. C	wher understands the	public may have unlim	neu access to t	ne images and ma	ay uowiii0ad
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and/or copy them. Broker is authorized to report the sale, exchange, option or rental of the Premises, and its price, terms and financing, for dissemination through ARMLS or otherwise to authorized ARMLS participants and to the public and for use by companies engaged in selling information for various purposes, including but not limited to, appraisals or evaluations of tax assessments

- d. Broker reserves the right to cancel this Listing Contract unilaterally for cause, which shall include, but is not limited to, Broker's good faith belief that any service requested of Broker or any action undertaken by anyone other than Broker is (or could be determined to be) in violation of any applicable law.
- 8. **ROLE OF BROKER.** Owner acknowledges that Broker is not responsible for the custody or condition of the Premises or for its management (except under separate contract), maintenance, upkeep or repair.
- 9. **DOCUMENTS.** In connection with any sale or rental of the Premises, Owner consents to the use of the standard form of purchase or rental contract used by Broker and all other standard documents used by Broker and title companies.

10.REALTOR® STATUS.	This agent is a REALTOR® member of the	
Association/Board of REA	LTORS® and subscribes to the REALTOR® Code of Ethics.	This agent is not a member of any
REALTOR® Association/B	loard, but as a Subscriber to the Arizona Regional Multiple Listing	g Service, Inc., has agreed to abide by
the Standards of Conduct	of MLS Subscribers	

- 11. **OWNER OBLIGATIONS.** In consideration of Broker's obligations, Owner agrees to:
 - a. Cooperate with Broker in carrying out the purpose of this Listing Contract, including referring immediately to Broker all inquiries regarding the Premises' transfer, whether by purchase, rental or any other means of transfer.
 - b. Provide Broker with keys to the Premises and make the Premises available for Broker to show during reasonable times.
 - c. Inform Broker prior to leasing, mortgaging or otherwise encumbering the Premises.
 - d. Inform Broker of any past due HOA, tax or other Premises related fees. During the term of this Listing Contract, Owner agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such information.
 - e. Complete and return to Broker (i) if the Premises is to be sold, a Residential Seller's Property Disclosure Statement ("SPDS") form, and (ii) if the Premises is to be leased, a Residential Lease Owner's Property Disclosure Statement ("RLOPDS") and any disclosures required by the Arizona Residential Landlord and Tenant Act. These disclosures are designed to disclose pertinent Property information. Broker shall have no responsibility, in whole or part, for the preparation of the SPDS form, the RLOPDS form, or any disclosures required by the Arizona Residential Landlord and Tenant Act
 - f. Disclose in writing to Broker and Prospect(s) all known facts/conditions which materially and/or adversely affect the Premises or the consideration to be paid for the purchase or lease of the Premises. (See Section 16 below for important indemnification provisions.)
 - g. If applicable, sign and deliver to the escrow company a certificate indicating whether Owner is a foreign person or non-resident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). FIRPTA is applicable if Owner is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person"). Owner agrees to complete, sign, and deliver to the applicable escrow company a certificate indicating whether Owner is a Foreign Person. FIRPTA requires that a foreign Owner may have federal income taxes withheld, at the then current rate, from the purchase price unless an exception applies. Owner is responsible for obtaining independent legal and tax advice.
 - h. Provide a **Disclosure of Lead-Based Paint and Lead-Based Paint Hazards** as required by the U.S. Department of Housing and Urban Development, if any Premises structure was built before 1978.
 - i. Deliver a completed Affidavit of Disclosure in the form required by law to a buyer by the earlier of (i) five (5) days after purchase contract acceptance, or (ii) seven (7) days prior to closing, if the Premises is located in an unincorporated area of the county, and five or fewer parcels of property other than subdivided property are being transferred.
 - j. Owner shall deliver to broker a written five (5) year insurance claims history regarding the Premises (or a claims history for the length of time Owner has owned the Premises if less than five (5) years) from Owner's insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these sources, from Owner, within five (5) days after a purchase contract for the Premises is accepted by Owner.
 - c. Owner shall execute and/or deliver such other information and documentation as is customary and reasonable in connection with a residential purchase and sale transaction or rental transaction, as applicable, in the State of Arizona.
- 12. **INSURANCE.** Owner acknowledges that Owner's or occupant's property could be damaged or stolen or persons visiting the Premises could be injured. Owner shall be responsible for obtaining appropriate insurance to cover such possible events.

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- 13. **GENERAL WARRANTIES BY OWNER.** Owner represents and warrants:
 - CAPACITY. Owner has the legal capacity, full power and authority to enter into this Listing Contract, deliver marketable title to the Premises and consummate the transactions contemplated hereby on Owner's own behalf or on behalf of the party Owner represents, as appropriate.
 - ADVERSE INFORMATION. Owner has disclosed to Broker all material latent defects and information concerning the Premises known to Owner, including all material information relating to: connection to a public sewer system, septic tank or other sanitation system; the existence of any tax, judgment or other type of lien; past or present infestation by or treatment for wood-destroying pests or organisms; and past or present repair of the Premises for damage resulting from wooddestroying pests or organisms. During the term of this Listing Contract, Owner agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such information by updating SPDS, RLOPDS or other written notice.
 - CORRECT INFORMATION. All information concerning the Premises in this Listing Contract, including the Data Entry Form relating to the Premises, or otherwise provided by Owner to Broker or to any Prospect is, or will be at the time provided, and shall be at close of escrow or occupancy by a tenant, true, correct and complete. Owner agrees to notify Broker promptly if there is any material change in such information until the latest to occur of the expiration of this Listing Contract, any close of escrow or occupancy by a tenant.
 - USE OF LISTING CONTENT; INTELLECTUAL PROPERTY LICENSE. Unless Owner delivers to Broker a written certification, expressly prohibiting the dissemination to a multiple listing service of the listing and any listing information relating to the Premises, Owner acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Premises provided by Owner to Broker or Broker's agent (the "Owner Listing Content"), or otherwise obtained or produced by Broker or Broker's agent in connection with this Listing Contract (the "Broker Listing Content"), and any changes to the Owner Listing Content or the Broker Listing Content, may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Owner hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the Owner Listing Content, to prepare derivative works of the Owner Listing Content, and to distribute the Owner Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Listing Contract for any reason whatever. Owner represents and warrants to Broker that the Owner Listing Content, and the license granted to Broker for the Owner Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity. Owner acknowledges and agrees that as between Owner and Broker, all Broker Listing Content is owned exclusively by Broker, and Owner has no right, title or interest in or to any Broker Listing Content.
- 14. UTILITIES. During the term of this Listing Contract, Owner shall maintain continuous service to the Premises of all utilities which are currently connected to the Premises.
- 15. RELIEF OF LIABILITY. Broker is hereby relieved of any and all liability and responsibility for everything stated in Paragraphs 11.e, 11.f, 11.g, 11.h, 11.i, 12, and 13.
- 16. INDEMNIFICATION. Owner agrees to indemnify and hold Broker, all Boards or Associations of REALTORS®, ARMLS and all other brokers harmless for, from and against any and all claims, expenses, liabilities, damages and losses arising from (i) any misrepresentation, breach of warranty or breach of a promise by Owner in this Listing Contract, (ii) any incorrect information supplied by Owner, (iii) any facts concerning the Premises not disclosed by Owner, including any facts known to Owner relating to adverse conditions or latent defects, (iv) the use of a lockbox, or (v) any injury or damage to persons or property in connection with the marketing or showing of the Premises. This indemnification shall survive Broker's performance and any transfer of title.
- 17. OTHER OWNERS AND PROSPECTS. Owner understands that other owners may make offers to sell or rent or may sell, rent, exchange or option properties similar to the Premises through Broker. Owner consents to any agency representation by Broker of such other owners before, during and after the expiration of this Listing Contract and understands that the Premises probably will not be presented or shown to every Prospect encountered by Broker.
- 18. ATTORNEYS' FEES. In any action or proceeding to enforce any provision of this Listing Contract, or for damages sustained by reason of its breach, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, as set by the court or arbitrator and not by a jury, and all other related expenses, such as expert witness fees, fees paid to investigators

Listing Contract, and is successful in colle	ecting some or all of such commission value attorneys' fees and costs and Ow	ion of any commission payable pursuant to this without commencing any action or proceeding, ner also agrees to pay interest at the legal rate until paid in full.
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290 291 292	19	. DEPOSITS. Owner authorizes brokers to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits.
293 294 295 296 297 298	20	RECOMMENDATIONS. If Broker recommends a builder, contractor, escrow company, title company, pest control service appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose such recommendation shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation and evaluation.
299 300 301 302 303 304 305 306	21	SUBSEQUENT PURCHASE OR LEASE OFFERS. Broker acknowledges that Owner has the right to accept subsequent 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 understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising from the acceptance of earlier offers. Broker will change or maintain the correct MLS Listing status in accordance to the ARMLS Rules and Regulations and any associated policies. (Check if applicable) Accept backup offers. Withhold verbal offers. Withhold all offers once Owner accepts a purchase of lease contract for the Premises.
307 308	22	. EQUAL HOUSING OPPORTUNITY. The Premises will be presented in compliance with federal, state and local fair housing laws and regulations.
309 310 311	23	. TIME OF ESSENCE. Time is of the essence in the performance of the obligations contained in this Listing Contract.
312 313 314 315	24	. COUNTERPARTS AND ELECTRONIC COPIES. This Listing Contract may be executed in any number of counterparts by the parties hereto. All counterparts so executed shall constitute one Listing Contract binding upon all parties hereto, notwithstanding that all parties do not sign the same counterpart. Any legible electronic copy of the Listing Contract which indicates that the Listing Contract was fully executed shall be treated as an original Listing Contract.
316 317 318 319 320 321 322 323 324 325 326 327 328		CONSTRUCTION OF LANGUAGE AND GOVERNING LAW. The language of this Listing Contract shall be construed according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. Whenever the words "include", "includes" or "including" are used in this Listing Contract, they shall be deemed to be followed by the words "without limitation". If this Listing Contract is used for a rental exchange, or option instead of a sale of the Premises, all language in this Listing Contract relating to the sale of Premises shall be construed to apply as appropriate, to a rental, exchange, or option. For example, Owner shall be deemed to be Exchanger. Optionor, or Landlord respectively. This Listing Contract shall be governed by the laws of the State of Arizona. TAXES AND REGISTRATION. Owner acknowledges that a rental property must be registered with the County Assessor's Office and may be subject to a tax on gross receipts and a special rental classification for property taxes. Owner agrees to obtain appropriate licenses and pay fees and taxes when due. Owner agrees to indemnify and hold Broker harmless for, from
329 330 331 332	27	and against any such tax liability, including penalties and interest. ADDITIONAL TERMS.
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		opyright© March 2017 by Arizona Regional Multiple Listing Service, Inc. Owner's Initials or Broker's office use only:

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346 347	Additional addendum/addenda attached.
348 349 350 351 352	28. ENTIRE AGREEMENT. This Listing Contract including the Data Entry Sheet, plus any attached exhibits and any addenda or supplements signed by Owner and Broker, shall constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements between Owner and Broker. It is the intention of the parties that this Listing Contract shall be a legally binding contract once it has been signed by Owner and Broker even though none, or only some, of the pages have been initialed by Owner. This Listing Contract can be modified only by a writing signed by Owner and Broker.
353 354	
355	[Remainder of page intentionally left blank; signature page to follow.]
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Print Name of Owner		Print Name of Owner	
Street		City/Town	State Zip
Phone	Fax	Owner's email Address	
Owner's Signature	Mo/Da/Year	Owner's Signature	<i>i</i> ₩ M o/Da/Year
ADDITIONAL OWNER(S) (If ap	plicable)		
Print Name of Owner		Print Name of Owner	
Street		City/Town	State Zip
Phone	Fax	Owner's email Address	
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THE TERMS AND CONDITIONS IN THIS LISTING CONTRACT PLUS ALL INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE. COMMISSIONS PAYABLE FOR THE SALE, RENTAL OR MANAGEMENT

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