

**EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL
COMMERCIAL/INDUSTRIAL**

Type **ER**

This is Intended to be a Legally Binding Contract

Legal I.D. _____

1. **Exclusive Right to Sell.** In consideration of the acceptance by the undersigned licensed Arizona real estate broker ("Broker") of the
2. 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
3. owner(s) (the "Owner"), employ and grant Broker the exclusive and irrevocable right commencing on _____ ,
4. _____ , and expiring at midnight on _____ , _____ to sell, exchange, option or rent the Property described
5. in lines 6 through 10.

6. **The Property.** For purposes of this Contract, the "Property" means the real property in _____ County,
7. Arizona described below, plus all fixtures and improvements thereon, all appurtenances incident thereto and all personal property
8. described in lines 13 through 19.

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, or such other
12. 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 fixtures or personal
14. property: All existing storage sheds, heating and cooling equipment, built-in appliances, light fixtures, window and door screens, sun
15. screens, storm windows and doors, towel, curtain and drapery rods, attached carpeting, draperies and other window coverings,
16. fireplace equipment, pool and spa equipment (including any mechanical or other cleaning systems), garage door openers and
17. controls, irrigation systems, fire warning and security systems, fences, ceiling fans and attached antennas.

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

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

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

27. **Additional Terms.** _____

28. _____

29. _____

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

31. 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
32. made by Owner or through any other agent, or otherwise, during the term of this exclusive listing, for services rendered, Owner
33. agrees to pay Broker a commission of _____ ,
34. The same amount of commission shall be payable to Broker if, without the consent of Broker, the Property is withdrawn from this
35. listing, otherwise withdrawn from sale, or transferred or conveyed by Owner.

36. b. Owner agrees not to rent the Property during the term of this Contract without Broker's prior knowledge and consent and, if the
37. Property is rented, Owner agrees to pay Broker a rental commission of _____ .

38. If during the terms of such rental or within _____ after its termination, the tenant, or any of such tenant's heirs, executors,
39. or assigns shall buy the Property from Owner, the commission described in line 37 shall be deemed as earned by and payable to
40. Broker.

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

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

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.

47. e. Owner will instruct the escrow company to pay all such commissions to Broker as a condition to closing and irrevocably assigns
48. Owner's proceeds to Broker at close of escrow to the extent necessary therefor. If completion of the sale is prevented by default of
49. 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
50. reason, Owner shall pay a brokerage fee equal to one-half of the earnest deposit, provided such payment shall not exceed the full
51. amount of the fee. Nothing in this paragraph shall be construed as limiting applicable provisions of law relating to when
52. commissions are earned or payable.

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

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

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

59. _____
Owner Address Date

60. _____
Owner City/Zip Phone

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

64. _____
Listing Office By (Signature) Phone

65. Accepted by: _____ Date: _____

66. Broker's File/Log No. _____ Broker
Manager's Initials _____ Broker's Initials _____ Date: _____

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

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

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

75. **Cooperation by Owner.**

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

80. b. Owner agrees to allow Broker, and any other broker who is a subagent of Broker to show the Property at reasonable times and
81. upon reasonable notice and to commit no act which might tend to obstruct Broker's performance hereunder. Owner shall not deal
82. directly with any prospective purchaser of the Property during the term of this Contract and shall refer all prospective purchasers
83. to Broker during the term hereof. Owner agrees to cooperate with Broker on any offers to purchase the Property. Owner also
84. authorizes Broker to permit a broker who is a buyer's agent to show the Property at such times and on such terms as are
85. acceptable to Owner or Broker.

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

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

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

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

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.

100. d. The information in this Contract, if any, pertaining to a public sewer system, septic tank or other sanitation system is correct.
101. e. Owner will disclose to any potential purchaser all facts known to him concerning adverse conditions or latent defects in, to or
102. 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
104. considered in its entirety, indicates that all residences and buildings attached to the Property are free from evidence of curr ent
105. infestation by any wood-destroying organisms.
106. **Indemnification.** Owner agrees to indemnify and hold Broker, all Boards of REALTORS®, ARMLS, and all other cooperating brokers
107. harmless against any and all cl aims, liability, damage or loss arising from any misrepresentation or breach of warranty by Owner in
108. this Contract, any incorrect information supplied by Owner and any facts concerning the Property not disclosed by Owner, including
109. without limitation, any facts known to Owner relating to adverse conditions or latent defects.
110. **Attorneys Fees.** In any action or proceeding to enforce any provision of this Contract, or for damages sustained by reason of its
111. breach, the prevailing party shall be entitled to reasonable attorneys fees, as set by the court or arbitrator and not by a jury, and to all
112. other related expenses, such as expert witness fees, fees paid to investigators and court costs. Additionally, if any Broker reasonably
113. hires an attorney to enforce the collection of any commission payable pursuant to this Contract, and is successful in collecting some
114. or all of such commission without commencing an action or proceeding, O wner agrees to pay such Broker's reasonable attorneys
115. fees and costs.
116. **Deposits.** Owner authorizes Broker to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits.
117. **Recommendations.** If any broker recommends a builder or contractor or any other person or entity to Owner for any purpose, such
118. recommendation will be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter
119. into any contractual arrangements with any such person or entity recommended by any B roker will be based solely upon such
120. independent investigation and evaluation
121. **FIRPTA.** Upon Broker's request, Owner agrees to complete, sign and deliver to escrow company a certificate concerning whether
122. Owner is a foreign person or nonresident alien pursuant to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA).
123. **Subsequent Offer.** Upon Owner's acceptance of an offer w ith respect to the Property, Ow ner waives his right to receive any
124. subsequent offer with respect to the Property until after forfeiture by the offeror or other nullification of the contract with the offeror.
125. **Entire Agreement.** This Contract, any attached exhibits and any addenda or supplements signed by the parties, shall constitute the
126. entire agreement between Owner and Broker and supersede any other written or oral agreements between Owner and Broker. This
127. Contract can be modified only by a writing signed by Owner and Broker.
128. **Equal Opportunity.** The Property is offered w ithout respect to ancestry, race, rel igion, color, sex, handicap, mari tal status, familial
129. status, age or national origin.
130. **Construction of Language.** The language of this Contract shall be construed according to its fair meani ng and not stri ctly for or
131. against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All
132. singular and plural words shall be interpreted to refer to the number consistent with circumstances and context.