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EXCLUSIVE RIGHT - LAND & LOTS SELL/RENT LISTING CONTRACT LEGAL LANGUAGE

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL OR TAX CONSEQUENCES OF THIS CONTRACT. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

1. EXCLUSIVE RIGHT TO SELL AND/OR RENT. In consideration of the acceptance by the undersigned licensed Arizona real estate broker ("Broker") of the terms of this Listing Contract and Broker's promise to endeavor to effect a; sale rental sale and/or rental, of the property described below ("Premises"), I or we, as owner(s) ("Owner"), employ and grant Broker the exclusive and irrevocable right commencing on \_\_\_\_\_, \_\_\_\_\_, and expiring at 11:59 p.m. \_\_\_\_\_, \_\_\_\_\_, to sell, rent, exchange, or option the Premises described in Paragraph 3.

NOTE: Owner acknowledges that signing more than one Exclusive Right to Sell/Rent or other form of listing contract for the same term could expose the Owner to liability for additional commissions.

2. PRICE. The listing price shall be: Sale \$ \_\_\_\_\_ Rental \$ \_\_\_\_\_ per month , plus (in the case of a rental) all applicable lease or rental (transaction privilege) taxes, to be paid as described in the Owner's Profile Sheet ("Data Entry Form"), or such other price and terms as are accepted by Owner.

3. THE PREMISES.

a. Location Information.

Street Address: \_\_\_\_\_ Assessor's #: \_\_\_\_\_
City/Town: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip Code: \_\_\_\_\_
Legal Description: \_\_\_\_\_

b. Fixtures and Personal Property. Except as excluded in Section 3(c) below, any sale or rental of the Premises shall include all existing fixtures on the Premises, any existing personal property specified in Section 3(c) below, and all of the following items of personal property, to the extent located on the Premises:

- 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 wood-burning • timers (affixed) • towel, curtain/drapery rods • wall mounted TV brackets and hardware (excluding TVs) • water-misting systems • window and door screens, sun shades

If owned by Owner, the following items also are included in the sale of this listing:

- 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

c. Appliances and Additional Existing Personal Property. The Premises shall include the following appliances which are presently located in or upon the Premises:

Refrigerator Washer Dryer Above Ground Spa/Hot Tub Above Ground Pool Other (describe below)
Description of above items:

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**Additional items of personal property included in sale:**

**Fixtures and leased items NOT included in sale:**

**Leased items INCLUDED in sale:**

4. **ACCESS AND LOCKBOX.** Owner acknowledges that a lockbox and any other keys left with or available to Broker will permit access to the Premises by Broker or any other broker, with or without potential purchasers or tenants ("Prospects"), even when Owner or occupant is absent. Owner further acknowledges that, from time to time, unauthorized persons may have gained 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 or vandalism resulting from any such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Premises during any time that a lockbox is being used and obtaining appropriate insurance.

(Owner's Initials) Owner 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 the occupant's written permission for the installation of the lockbox and the publication and dissemination of the occupant's name and telephone number. In the case of a Rental, in obtaining such permission from an occupant, Owner acknowledges that Owner must comply with the Arizona Residential Landlord and Tenant Act, which provides, in part, that except in case of emergency, 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 accordance with the Arizona Residential Landlord and Tenant Act.

5. **AGENCY RELATIONSHIPS.** Owner understands that Broker is Owner's agent with respect to this Listing. Owner understands that Broker, either acting directly or through one or more licensees within the same brokerage firm, may represent a Prospect interested in the purchase or rental of the Premises. Owner authorizes the Premises to be shown to any such Prospect and understands that Broker may legally represent both Owner and Prospect in a transaction with the knowledge and informed consent of both parties.

6. **COMPENSATION TO BROKER AND COOPERATING BROKERS.** Owner agrees to compensate Broker as follows:

- a. **RETAINER.** Broker acknowledges receipt of a non-refundable retainer fee of \$  payable to Broker for initial consultation, research and other services.
- b. **COMMISSIONS.** If Broker produces a ready, willing and able purchaser or tenant in accordance with this Listing Contract, or if a sale, executed lease agreement, option or exchange of the Premises is made by Owner or through any other broker, or otherwise, during the exclusive term of this Listing Contract, **Owner agrees to pay Broker a total commission of:**
  - (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 lease.

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- 117 a. **Cooperating brokers:** With regard to this Listing Contract, Broker intends to cooperate with all other brokers  
 118 except when not in Owner's best interest, and to offer compensation in the amount of [ ] % of  
 119 the gross purchase price or \$ [ ] to a buyer's broker, who represents the interest of the  
 120 buyer(s), and not the interest of Owner in a transaction. Any such cooperation shall not increase the total  
 121 commission payable by Owner.  
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 123 (ii) For a: **Rental:** [ ] of the lease price, as  
 124 calculated for the entire term of the initial lease, upon execution of lease agreement.  
 125 a. **Cooperating brokers:** With regard to this Listing Contract, Broker intends to cooperate with all other brokers  
 126 except when not in Owner's best interest, and to offer compensation in the amount of [ ] % of  
 127 the gross lease price as calculated for the entire term of the initial lease, or \$ [ ] to a tenant's  
 128 broker who represents the interest of the tenant(s), and not the interest of Owner in a transaction. Any such  
 129 cooperation shall not increase the total commission payable by Owner.  
 130 (iii) For a: **Holdover or renewal of rental:** Regardless of whether this Listing Contract has expired, Owner agrees to  
 131 pay a commission of [ ].  
 132 (iv) For a: **Referral:** Broker may offer referral compensation to a referring broker who has no broker relationship with  
 133 the buyer/tenant or Owner. Any such cooperation shall not increase the total commission payable by Owner.  
 134  
 135 c. **WITHDRAWN/CANCELLED LISTINGS.** The same amount of sale or rental commission shall be due and payable to Broker  
 136 if, without the consent of Broker, the Premises is withdrawn from this Listing Contract, otherwise withdrawn from sale or  
 137 rental, or is rented, transferred, or conveyed by Owner through any other broker or otherwise.  
 138 d. **PURCHASE BY TENANT.** If during the terms of any rental of the Premises, including any renewals or holdovers, or within  
 139 [ ] days after its termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the  
 140 sale commission described in Paragraph 6(b) shall be deemed earned by and payable to Broker.  
 141 e. **PAYMENT FROM ESCROW OR RENT.** Owner instructs the escrow company, if any, to pay all such compensation to  
 142 Broker in cash or certified funds as a condition to closing or upon cancellation of the escrow, and irrevocably assigns to  
 143 Broker, to the extent necessary, money payable to Owner at the closing or cancellation of escrow. Broker is authorized to  
 144 deduct compensation from any rent or other monies received on behalf of Owner.  
 145 f. **AFTER EXPIRATION.** After the expiration of this Listing Contract, the same commissions, as appropriate, shall be payable if  
 146 a sale, rental, exchange, or option is made by Owner to any person to whom the Premises has been shown or with whom  
 147 Owner or any broker has negotiated concerning the Premises during the term of this Listing Contract, (1) within  
 148 [ ] days after the expiration of this Listing Contract, unless the Premises has been listed on an exclusive basis with  
 149 another broker, or (2) during the pendency, including the closing, of any purchase contract or escrow relating to the  
 150 Premises that was executed or opened during the term of this Listing Contract, or (3) as contemplated by Paragraph 6(e).  
 151 g. **FAILURE TO COMPLETE.** If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner,  
 152 the entire sale or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for  
 153 any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of  
 154 the commission.  
 155 h. **CONSTRUCTION.** To the maximum extent permitted by applicable law, this Listing Contract shall be construed as limiting  
 156 applicable provisions of law relating to when commissions are earned or payable. In the event of any express disagreement  
 157 between any provision of this Listing Contract and the requirements of applicable law, the applicable provision of this Listing  
 158 Contract shall be deemed as modified to the minimum extent necessary to ensure compliance with applicable law.  
 159

160 **7. LISTING BROKER OBLIGATIONS AND AUTHORITY.** Broker agrees to make diligent and continued efforts to sell/lease the  
 161 Premises.

- 162 a. Owner authorizes Broker to place appropriate transaction signs on the Premises, including "For Sale" signs and "Sold" signs  
 163 OR "For Lease" and "Leased" signs.  
 164 b. Owner authorizes Broker to obtain information relating to the present mortgage(s) on the Premises.  
 165 c. Owner authorizes Broker to input the information on the Listing/Data Entry Form, and any photographs or video of the  
 166 Premises, to ARMLS for publishing and dissemination, in whole or in part, in printed or electronic form, including via the  
 167 internet, to ARMLS participants and the general public, even after the sale or lease of the Premises, or the cancellation or  
 168 expiration of the Listing. Owner is cautioned to protect valuable items from view in any photographs or videos of the  
 169 Premises or otherwise, and Broker has no responsibility for the dissemination of any images of such valuable items or for  
 170 the loss of such valuable items. Owner understands the public may have unlimited access to the images and may download

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171 and/or copy them. Broker is authorized to report the sale, exchange, option or rental of the Premises, and its price, terms  
172 and financing, for dissemination through ARMLS or otherwise to authorized ARMLS participants and to the public and for  
173 use by companies engaged in selling information for various purposes, including but not limited to, appraisals or evaluations  
174 of tax assessments.

175 d. Broker reserves the right to cancel this Listing Contract unilaterally for cause, which shall include, but is not limited to,  
176 Broker's good faith belief that any service requested of Broker or any action undertaken by anyone other than Broker is (or  
177 could be determined to be) in violation of any applicable law.  
178

179 8. **ROLE OF BROKER.** Owner acknowledges that Broker is not responsible for the custody or condition of the Premises or for its  
180 management (except under separate contract), maintenance, upkeep or repair.  
181

182 9. **DOCUMENTS.** In connection with any sale or rental of the Premises, Owner consents to the use of the standard form of purchase  
183 or rental contract used by Broker and all other standard documents used by Broker and the escrow and title companies.  
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185 10. **REALTOR® STATUS.** This agent is a REALTOR® member of the \_\_\_\_\_  
186 Association/Board of REALTORS® and subscribes to the REALTOR® Code of Ethics. This agent is not a member of any  
187 REALTOR® Association/Board, but as a Subscriber to the Arizona Regional Multiple Listing Service, Inc., has agreed to abide by  
188 the Standards of Conduct of MLS Subscribers.  
189

190 11. **OWNER OBLIGATIONS.** In consideration of Broker's obligations, Owner agrees to:  
191 a. Cooperate with Broker in carrying out the purpose of this Listing Contract, including referring immediately to Broker all  
192 inquiries regarding the Premises' transfer, whether by purchase, rental or any other means of transfer.  
193 b. Provide Broker with keys to the Premises and make the Premises available for Broker to show during reasonable times.  
194 c. Inform Broker prior to leasing, mortgaging or otherwise encumbering the Premises.  
195 d. Inform Broker of any past due HOA, tax or other Premises related fees. During the term of this Listing Contract, Owner  
196 agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly  
197 after Owner becomes aware of any such information.  
198 e. Complete and return to Broker (i) if the Premises is to be sold, a Residential Seller's Property Disclosure Statement  
199 ("SPDS") form, and (ii) if the Premises is to be leased, a Residential Lease Owner's Property Disclosure Statement  
200 ("RLOPDS") and any disclosures required by the Arizona Residential Landlord and Tenant Act. These disclosures are  
201 designed to disclose pertinent Property information. Broker shall have no responsibility, in whole or part, for the  
202 preparation of the SPDS form, the RLOPDS form, or any disclosures required by the Arizona Residential Landlord and  
203 Tenant Act.  
204 f. Disclose in writing to Broker and Prospect(s) all known facts/conditions which materially and/or adversely affect the  
205 Premises or the consideration to be paid for the purchase or lease of the Premises. (See Section 16 below for important  
206 indemnification provisions.)  
207 g. If applicable, sign and deliver to the escrow company a certificate indicating whether Owner is a foreign person or non-  
208 resident alien pursuant to the **Foreign Investment in Real Property Tax Act (FIRPTA)**. FIRPTA is applicable if Owner is a  
209 non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person").  
210 Owner agrees to complete, sign, and deliver to the applicable escrow company a certificate indicating whether Owner is a  
211 Foreign Person. FIRPTA requires that a foreign Owner may have federal income taxes withheld, at the then current rate,  
212 from the purchase price unless an exception applies. Owner is responsible for obtaining independent legal and tax advice.  
213 h. Provide a **Disclosure of Lead-Based Paint and Lead-Based Paint Hazards** as required by the U.S. Department of  
214 Housing and Urban Development, if any Premises structure was built before 1978.  
215 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  
216 purchase contract acceptance, or (ii) seven (7) days prior to closing, if the Premises is located in an unincorporated area of  
217 the county, and five or fewer parcels of property other than subdivided property are being transferred.  
218 j. Owner shall deliver to broker a written five (5) year insurance claims history regarding the Premises (or a claims history for  
219 the length of time Owner has owned the Premises if less than five (5) years) from Owner's insurance company or an  
220 insurance support organization or consumer reporting agency, or if unavailable from these sources, from Owner, within five  
221 (5) days after a purchase contract for the Premises is accepted by Owner.  
222 k. Owner shall execute and/or deliver such other information and documentation as is customary and reasonable in  
223 connection with a residential purchase and sale transaction or rental transaction, as applicable, in the State of Arizona.  
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225 12. **INSURANCE.** Owner acknowledges that Owner's or occupant's property could be damaged or stolen or persons visiting the  
226 Premises could be injured. Owner shall be responsible for obtaining appropriate insurance to cover such possible events.  
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- 231 13. **GENERAL WARRANTIES BY OWNER.** Owner represents and warrants:
- 232 a. **CAPACITY.** Owner has the legal capacity, full power and authority to enter into this Listing Contract, deliver marketable
- 233 title to the Premises and consummate the transactions contemplated hereby on Owner's own behalf or on behalf of the
- 234 party Owner represents, as appropriate.
- 235 b. **ADVERSE INFORMATION.** Owner has disclosed to Broker all material latent defects and information concerning the
- 236 Premises known to Owner, including all material information relating to: connection to a public sewer system, septic tank or
- 237 other sanitation system; the existence of any tax, judgment or other type of lien; past or present infestation by or treatment
- 238 for wood-destroying pests or organisms; and past or present repair of the Premises for damage resulting from wood-
- 239 destroying pests or organisms. During the term of this Listing Contract, Owner agrees to continue disclosing to Broker all
- 240 additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such
- 241 information by updating SPDS, RLOPDS or other written notice.
- 242 c. **CORRECT INFORMATION.** All information concerning the Premises in this Listing Contract, including the Data Entry Form
- 243 relating to the Premises, or otherwise provided by Owner to Broker or to any Prospect is, or will be at the time provided,
- 244 and shall be at close of escrow or occupancy by a tenant, true, correct and complete. Owner agrees to notify Broker
- 245 promptly if there is any material change in such information until the latest to occur of the expiration of this Listing Contract,
- 246 any close of escrow or occupancy by a tenant.
- 247 d. **USE OF LISTING CONTENT; INTELLECTUAL PROPERTY LICENSE.** Unless Owner delivers to Broker a written
- 248 certification, expressly prohibiting the dissemination to a multiple listing service of the listing and any listing information
- 249 relating to the Premises, Owner acknowledges and agrees that all photographs, images, graphics, video recordings, virtual
- 250 tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to
- 251 the Premises provided by Owner to Broker or Broker's agent (the "Owner Listing Content"), or otherwise obtained or
- 252 produced by Broker or Broker's agent in connection with this Listing Contract (the "Broker Listing Content"), and any
- 253 changes to the Owner Listing Content or the Broker Listing Content, may be filed with one or more multiple listing services,
- 254 included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Owner hereby grants to
- 255 Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish,
- 256 display, and reproduce the Owner Listing Content, to prepare derivative works of the Owner Listing Content, and to
- 257 distribute the Owner Listing Content or any derivative works thereof. This non-exclusive license shall survive the
- 258 termination of this Listing Contract for any reason whatever. Owner represents and warrants to Broker that the Owner
- 259 Listing Content, and the license granted to Broker for the Owner Listing Content, do not violate or infringe upon the rights,
- 260 including any copyright rights, of any person or entity. Owner acknowledges and agrees that as between Owner and
- 261 Broker, all Broker Listing Content is owned exclusively by Broker, and Owner has no right, title or interest in or to any
- 262 Broker Listing Content.
- 263
- 264 14. **UTILITIES.** During the term of this Listing Contract, Owner shall maintain continuous service to the Premises of all utilities which
- 265 are currently connected to the Premises.
- 266
- 267 15. **RELIEF OF LIABILITY.** Broker is hereby relieved of any and all liability and responsibility for everything stated in Paragraphs
- 268 11.e, 11.f, 11.g, 11.h, 11.i, 12, and 13.
- 269
- 270 16. **INDEMNIFICATION.** Owner agrees to indemnify and hold Broker, all Boards or Associations of REALTORS®, ARMLS and all
- 271 other brokers harmless for, from and against any and all claims, expenses, liabilities, damages and losses arising from (i) any
- 272 misrepresentation, breach of warranty or breach of a promise by Owner in this Listing Contract, (ii) any incorrect information
- 273 supplied by Owner, (iii) any facts concerning the Premises not disclosed by Owner, including any facts known to Owner relating
- 274 to adverse conditions or latent defects, (iv) the use of a lockbox, or (v) any injury or damage to persons or property in connection
- 275 with the marketing or showing of the Premises. This indemnification shall survive Broker's performance and any transfer of title.
- 276
- 277 17. **OTHER OWNERS AND PROSPECTS.** Owner understands that other owners may make offers to sell or rent or may sell, rent,
- 278 exchange or option properties similar to the Premises through Broker. Owner consents to any agency representation by Broker
- 279 of such other owners before, during and after the expiration of this Listing Contract and understands that the Premises probably
- 280 will not be presented or shown to every Prospect encountered by Broker.
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- 282 18. **ATTORNEYS' FEES.** In any action or proceeding to enforce any provision of this Listing Contract, or for damages sustained by
- 283 reason of its breach, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, as set by
- 284 the court or arbitrator and not by a jury, and all other related expenses, such as expert witness fees, fees paid to investigators
- 285 and court costs. Additionally, if any broker hires an attorney to enforce the collection of any commission payable pursuant to this
- 286 Listing Contract, and is successful in collecting some or all of such commission without commencing any action or proceeding,
- 287 Owner agrees to pay such broker's reasonable attorneys' fees and costs and Owner also agrees to pay interest at the legal rate
- 288 on all compensation and other amounts owed or due to broker from the time due until paid in full.
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- 290 19. **DEPOSITS.** Owner authorizes brokers to accept earnest deposits on behalf of Owner and to issue receipts for such earnest  
 291 deposits.  
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- 293 20. **RECOMMENDATIONS.** If Broker recommends a builder, contractor, escrow company, title company, pest control service,  
 294 appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose,  
 295 such recommendation shall be independently investigated and evaluated by Owner, who hereby acknowledges that any  
 296 decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely  
 297 upon such independent investigation and evaluation.  
 298
- 299 21. **SUBSEQUENT PURCHASE OR LEASE OFFERS.** Broker acknowledges that Owner has the right to accept subsequent offers  
 300 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  
 301 subsequent offers accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any  
 302 contracts arising from the acceptance of earlier offers. Broker will change or maintain the correct MLS Listing status in  
 303 accordance to the ARMLS Rules and Regulations and any associated policies.  
 304 (Check if applicable) Accept backup offers. Withhold verbal offers. Withhold all offers once Owner accepts a purchase or  
 305 lease contract for the Premises.  
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- 307 22. **EQUAL HOUSING OPPORTUNITY.** The Premises will be presented in compliance with federal, state and local fair housing  
 308 laws and regulations.  
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- 310 23. **TIME OF ESSENCE.** Time is of the essence in the performance of the obligations contained in this Listing Contract.  
 311
- 312 24. **COUNTERPARTS AND ELECTRONIC COPIES.** This Listing Contract may be executed in any number of counterparts by the  
 313 parties hereto. All counterparts so executed shall constitute one Listing Contract binding upon all parties hereto, notwithstanding  
 314 that all parties do not sign the same counterpart. Any legible electronic copy of the Listing Contract which indicates that the  
 315 Listing Contract was fully executed shall be treated as an original Listing Contract.  
 316
- 317 25. **CONSTRUCTION OF LANGUAGE AND GOVERNING LAW.** The language of this Listing Contract shall be construed  
 318 according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall  
 319 apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number  
 320 consistent with circumstances and context. Whenever the words "include", "includes" or "including" are used in this Listing  
 321 Contract, they shall be deemed to be followed by the words "without limitation". If this Listing Contract is used for a rental,  
 322 exchange, or option instead of a sale of the Premises, all language in this Listing Contract relating to the sale of Premises shall  
 323 be construed to apply as appropriate, to a rental, exchange, or option. For example, Owner shall be deemed to be Exchanger,  
 324 Optionor, or Landlord respectively. This Listing Contract shall be governed by the laws of the State of Arizona.  
 325
- 326 26. **TAXES AND REGISTRATION.** Owner acknowledges that a rental property must be registered with the County Assessor's  
 327 Office and may be subject to a tax on gross receipts and a special rental classification for property taxes. Owner agrees to  
 328 obtain appropriate licenses and pay fees and taxes when due. Owner agrees to indemnify and hold Broker harmless for, from  
 329 and against any such tax liability, including penalties and interest.  
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- 331 27. **ADDITIONAL TERMS.**  
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 For Broker's office use only:

346  Additional addendum/addenda attached.

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348 28. **ENTIRE AGREEMENT.** This Listing Contract including the Data Entry Sheet, plus any attached exhibits and any addenda or  
349 supplements signed by Owner and Broker, shall constitute the entire agreement between Owner and Broker and supersede any  
350 other written or oral agreements between Owner and Broker. It is the intention of the parties that this Listing Contract shall be a  
351 legally binding contract once it has been signed by Owner and Broker even though none, or only some, of the pages have been  
352 initialed by Owner. This Listing Contract can be modified only by a writing signed by Owner and Broker.

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*[Remainder of page intentionally left blank; signature page to follow.]*

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Broker's File/Lot No. \_\_\_\_\_ Date: \_\_\_\_\_ For Use with Data Entry Form 3  
Page 7 of 8

356 THE TERMS AND CONDITIONS IN THIS LISTING CONTRACT PLUS ALL INFORMATION ON THE DATA ENTRY FORM  
 357 ARE INCORPORATED HEREIN BY REFERENCE. COMMISSIONS PAYABLE FOR THE SALE, RENTAL OR MANAGEMENT  
 358 OF PREMISES ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS® OR MULTIPLE LISTING CONTRACT  
 359 SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN THE BROKER AND THE OWNER. BY  
 360 SIGNING BELOW, OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND  
 361 PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A COPY OF THIS LISTING CONTRACT.  
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 363

364 \_\_\_\_\_  
 365 Print Name of Owner Print Name of Owner  
 366 \_\_\_\_\_  
 367 Street City/Town State Zip  
 368 \_\_\_\_\_  
 369 Phone Fax Owner's email Address  
 370 \_\_\_\_\_  
 371 Owner's Signature Mo/Da/Year Owner's Signature ~~Mo/Da/Year~~  
 372  
 373

374 **ADDITIONAL OWNER(S) (If applicable)**  
 375 \_\_\_\_\_  
 376 Print Name of Owner Print Name of Owner  
 377 \_\_\_\_\_  
 378 Street City/Town State Zip  
 379 \_\_\_\_\_  
 380 Phone Fax Owner's email Address  
 381 \_\_\_\_\_  
 382 Owner's Signature Mo/Da/Year Owner's Signature Mo/Da/Year  
 383  
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385  Additional Owner information attached.  
 386  
 387  
 388 In consideration of Owner's representations and promises in this Listing Contract, Broker agrees to endeavor to effect a sale, rental,  
 389 exchange, or option in accordance with this Listing Contract.  
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392 \_\_\_\_\_  
 393 Firm Name (Broker) Preferred Phone Fax  
 394 \_\_\_\_\_  
 395 By: \_\_\_\_\_  
 396 Agent's Signature Agent Name (Printed) Date (Mo/Da/Year) Agent's Email  
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