

# EXCLUSIVE EMPLOYMENT CONTRACT FOR THE SALE, EXCHANGE, OR RENTAL OF REAL PROPERTY

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. 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.

1. **EXCLUSIVE RIGHT.** In consideration of the acceptance by the undersigned licensed Arizona real estate Broker  
2. ["Broker"] of the terms of this Listing Contract ("Listing") and Broker's promise to endeavor to sell, rent,  
3. exchange, or option the Property described below ("Property"), I or we, as Owner(s) ("Owner"), employ and grant Broker  
4. the exclusive and irrevocable right commencing on \_\_\_\_\_ and expiring at 11:59 p.m.  
5. on \_\_\_\_\_, to sell, rent, exchange, or option the Property described below.

6. **PROPERTY DESCRIPTION:** The Property which Owner is listing is described as follows:

7. Property Address \_\_\_\_\_

8. City \_\_\_\_\_ County, \_\_\_\_\_ Zip Code \_\_\_\_\_

9. Legal Description \_\_\_\_\_ Assessor's # \_\_\_\_\_

10. **PROPERTY TYPE:** ☐ Single Fam Res ☐ Multi-Family ☐ Commercial ☐ Land ☐ Bus Opp

11. ☐ Other \_\_\_\_\_

12. **LISTING PRICE:** The Listing price shall be \_\_\_\_\_

13. \_\_\_\_\_ (\$ \_\_\_\_\_)

14. **FOR UNIMPROVED PROPERTIES LINES 14 THRU 29, 63 THRU 68 DO NOT APPLY**

15. **PERSONAL PROPERTIES/FIXTURES.** The property, if so equipped, includes built-in appliances, ceiling fans and remote  
16. controls, central vacuum, hose, and attachments, draperies and other window coverings, fireplace equipment (affixed), floor  
17. coverings (affixed), free-standing range/oven, garage door opener and remote controls, light fixtures, mailbox, media  
18. antennas/satellite dishes, (affixed), outdoor fountains and lighting, outdoor landscaping (i.e. shrubbery, trees and unpotted plants),  
19. shutters and awnings, speakers (flush-mounted), storage sheds, storm windows and doors, stoves: gas-log, pellet, wood-burning,  
20. timers (affixed), towel, curtain and drapery rods, wall mounted TV brackets and hardware (excluding TVs), water-misting systems,  
21. and window and door screens, sun shades, solar and the following **additional personal property/fixtures:** \_\_\_\_\_

22. \_\_\_\_\_

23. If owned by Seller, the following items also are included in this sale: affixed alternate power systems serving the Premises  
24. (i.e.-solar), in-ground pool and spa/hot tub equipment and covers (including any mechanical or other cleaning systems) security  
25. and/or fire systems and/or alarms, water purification systems and water softeners.

26. **The following personal or leased property/fixtures are NOT included:** ☐ R/O ☐ Water Softener ☐ Alarm System

27. ☐ Propane Tank ☐ OTHER \_\_\_\_\_

28. **COMMISSIONS PAYABLE FOR THE SALE, LEASING OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY**  
29. **ASSOCIATION OF REALTORS® OR MULTIPLE LISTING SERVICE OR IN ANY MANNER THAN BY NEGOTIATION**  
30. **BETWEEN THE BROKER AND THE OWNER.**

31. **COMPENSATION:** Owner agrees to pay Broker for professional services rendered a fee of \$ \_\_\_\_\_

32. or ☐ \_\_\_\_\_% of selling price. ☐ OTHER \_\_\_\_\_

33. \_\_\_\_\_

34. upon any of the following conditions:

35. a) The Broker procures a ready, willing and able buyer/tenant to purchase/rent/exchange/option the Property at the price and  
36. terms specified in this Listing or as otherwise agreed to by Owner;

37. b) The Owner sells, transfers, leases, exchanges the Property, withdraws the Property from sale or otherwise makes the  
38. Property unavailable to the Broker in any manner during the term of this Listing without prior written consent of the Broker;

39. c) A sale, option to purchase, rent/lease or exchange is made within \_\_\_\_\_ days after the termination of this Listing by  
40. the Owner to any person with whom Owner or Broker has negotiated or to whom the Property has been shown by the  
41. Broker, cooperative Broker or Owner unless another Broker has been employed to list this Property on an exclusive basis;

42. d) Completion of transaction is prevented by the Owner;

43. e) If buyer forfeits the earnest deposit Owner shall pay Broker a fee equal to ☐ \$ \_\_\_\_\_ or

44. ☐ \_\_\_\_\_% of the deposit, provided such payment shall not exceed the full amount of the fee;

45. **PAYMENT FROM ESCROW.** Owner instructs the escrow company, if any, to pay all such compensation to  
46. Broker in cash as a condition to closing or upon cancellation of the escrow, and irrevocably assigns to Broker, to the extent  
47. necessary, money payable to owner at the closing or cancellation of escrow. Broker is authorized to deduct compensation from  
48. any moneys received on behalf of Owner.



49. **COUNTERPART, FACSIMILE OR ELECTRONIC COPY SHALL BE TREATED AS AN ORIGINAL DOCUMENT.**

50. **OWNER'S AUTHORIZATION/DIRECTIONS.** The Owner and Broker agree:

51. a) That the Premises shall be marketed and sold or leased in compliance with all federal, state and local laws prohibiting  
52. discrimination against any protected classes.
53. b) Place the Broker's appropriate signage.
54. c) Procure and present "offers." To accept earnest monies to be deposited in the Broker's or an escrow agent's trust account  
55. upon Owner acceptance of an "offer," unless otherwise agreed:
56. d) Broker acknowledges that Owner has the right to accept subsequent offers until the close of escrow in the case of a sale.  
57. Owner understands that any subsequent offers accepted by Owner must be backup offers, namely, contingent on the  
58. cancellation or other nullification of any contract arising upon the acceptance of earlier offers. Upon the execution of a  
59. Purchase Contract by Owner and Buyer, Broker shall change the status of the Listing from "active" to "pending" in the  
60. Multiple Listing Service, unless Owner instructs Broker in writing to continue to market the Property, in which case, the  
61. Listing will be changed to "pending, continue to show";
62. e) Submit the required information to the Multiple Listing Service for dissemination to its Members and the public, and in the  
63. event of a sale, the sales price and terms; Encourage cooperation with other Brokers and divide with other Brokers,  
64. including buyer's agents, all compensation in any manner acceptable to Broker;
65. f) Allow Broker to install and use at the Property a keysafe containing a key to the Property. Owner acknowledges that a  
66. keysafe permits access to the Property, not only to the Listing Broker, but also to other brokers of the Multiple Listing  
67. Service, together with potential Buyers, even when Owner is not present. Owner authorizes and agrees to cooperate with  
68. Listing Broker and any other Cooperating Brokers and Agents to preview and show the Property at reasonable times and  
69. upon reasonable notice. Owner shall provide Listing Broker with written permission for access from the occupant of the  
70. Property, if occupant is a person other than the Owner;
71. g) **Additional Documents.** The following documents are incorporated herein:

72. ☐ Property Data Form ☐ Agency Disclosure Form ☐ Other \_\_\_\_\_

74. **OWNER'S OBLIGATIONS/WARRANTY.** The Owner agrees to and warrants the following:

75. a) To consult with the Broker prior to the execution of an acceptance of an "offer";
76. b) To remove all but Broker's signs from the Property and assure the Broker that no other employment or Listing agreements  
77. are in effect;
78. c) In the event of a sale, exchange, or option, to furnish a good and sufficient conveyance and marketable title insured for the  
79. gross sales price by a company licensed in Arizona to issue title insurance;
80. d) To immediately refer all inquiries received or known by the Owner during the term of this Listing to the Broker, and fully  
81. cooperate with Brokers in showing the Property;
82. e) To permit Broker to supplement Listing information from time to time to clarify, correct or update information in the Listing.
83. f) That Owner is the Owner of record of the Property, unless otherwise specified, and that there is no bankruptcy, foreclosure  
84. or other legal action pending at the time of Owner's execution of this Listing, which would affect the marketable title to the  
85. Property; That if Owner does become aware of any issue, which could cause a delay in obtaining marketable title to sell the  
86. Property during the course of the Listing, Owner shall immediately disclose the issue to the Broker in writing.
87. g) Seller is to notify Broker of any and all occupancy changes.
88. h) Owner must notify listing Broker at any time if Owner becomes delinquent on any payment on the property including  
89. mortgage, property taxes, and/or HOA dues.

90. **FOREIGN SELLERS:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is applicable if Seller is a non-resident alien  
91. individual, foreign corporation, foreign partnership, foreign trust, or foreign estate ("Foreign Person"). Seller agrees to complete,  
92. sign, and deliver to Escrow Company a certificate indicating whether Seller is a Foreign Person, and agrees to comply with all  
93. legal requirements for potential withholding payments. Seller is responsible for obtaining independent legal and tax advice.

94. **HOME WARRANTY PLAN:** Owner acknowledges that home warranty plans are available and such plans may provide  
95. additional protection and benefits to Owner during the term of listing.

96. **RECOMMENDATIONS:** If Broker recommends to owner a contractor, appraiser, home warranty company or any other person  
97. or entity for any purpose, Owner agrees to independently investigate and evaluate such recommendations before making any  
98. decision to enter into a contractual agreement, and releases Broker from any liability for said contractor's actions. Broker shall  
99. disclose to Owner if any such contractual agreement may result in a benefit to broker.

100. **ATTORNEYS' FEES.** In any action or proceeding to enforce any provision of this Listing, or for damages sustained by reason of  
101. its breach, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, as set by the court or  
102. arbitrator as well as all other related taxable costs and expenses, such as expert witness fees, deposition fees, fees paid to  
103. investigators and court costs. Additionally, if any Broker reasonably hires an attorney to enforce the collection of any commission  
104. payable pursuant to this Listing, and is successful in collecting some or all of such commission without commencing any action or  
105. proceeding. Owner agrees to pay such Broker's attorneys' fees and costs, and Owner also agrees to pay interest at the legal rate  
106. on all commission and other amounts owed or due to Broker from the time due until paid in full.

107. **INDEMNIFICATION.** The Owner agrees to indemnify and hold Broker, the appropriate Association of REALTORS®, and all  
108. other Brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation, breach of  
109. warranty, breach of contract or breach of a promise by Owner, any incorrect information supplied by Owner, any facts concerning  
110. the Property not disclosed by Owner, including any facts known to Owner relating to adverse conditions or latent defects and any  
111. injury, loss, or damage to persons or Property in connection with the marketing or showing of the Property, including use of  
112. keysafe.

113. **ARIZONA LAW.** THIS CONTRACT SHALL BE GOVERNED BY ARIZONA LAW. TIME IS OF THE ESSENCE.

114. **SEVERABILITY.** If any provision of this agreement or the application thereof to any person or circumstance shall be invalid,  
115. illegal or unenforceable to any extent, the remainder of this agreement and the application thereof shall not be affected and shall  
116. be enforceable to the fullest extent permitted by law.

117. **ADDITIONAL TERMS:**

118. \_\_\_\_\_  
119. \_\_\_\_\_  
120. \_\_\_\_\_  
121. \_\_\_\_\_  
122. \_\_\_\_\_

123. **The terms of this Listing (including cancellation or extension) cannot be changed without the written consent of the**  
124. **Owner and the Broker.**

125. **ACCEPTANCE:**

126. Owner hereby agrees to all of the terms and conditions herein and acknowledges receipt of this Listing.

127. **OWNER(s) \_\_\_\_\_ (INITIAL) WARRANT HAVING NEVER OWNED SIX (6) OR MORE PROPERTIES IN THIS TRACT**  
128. **OR SUBDIVISION.**

129. **AGREED:**

130. OWNER (print) \_\_\_\_\_ OWNER (print) \_\_\_\_\_

131. OWNER (signature) \_\_\_\_\_ DATE \_\_\_\_\_

132. OWNER (signature) \_\_\_\_\_ DATE \_\_\_\_\_

133. Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

134. Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

135. Cell \_\_\_\_\_ Other \_\_\_\_\_

136. **ACCEPTED:**

137. Firm (Broker) \_\_\_\_\_ Phone: \_\_\_\_\_

138. Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

139. Listing Agent (signature) \_\_\_\_\_ Date \_\_\_\_\_

140. Designated Broker (print) \_\_\_\_\_

141. Designated Broker (signature) \_\_\_\_\_ Date \_\_\_\_\_

142. File No. \_\_\_\_\_