

Type **ER**

**EXCLUSIVE RIGHT TO 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;
2 ☒ sale, ☐ rental, ☐ sale and/or rental, of the property described below ("Premises"), I or we, as owner(s) ("Owner"), employ and
3 grant Broker the exclusive and irrevocable right commencing on May 17, 2019, and
4 expiring at 11:59 p.m. August 17, 2019, to sell, rent, exchange, or option the Premises described
5 in Paragraph 3.

6 **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.

7
8 2. **PRICE.** The listing price shall be Sale \$ 379,999.00 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.

9
10 3. **THE PREMISES.**

11 a. **Location Information.**

12 Street Address: 42227 W Arvada Ct Assessor's #: 512-41-270
13 City/Town: Maricopa County: Pinal State: AZ Country: USA Zip Code: 85138-3798
14 Legal Description: SEC/TWN/RNG/MER: SEC 26 TWN 04S RNG 03E SANDALWOOD PARCEL 9 AT
15 GLENNWILDE LOT 28 SEC 26-4S-3E 7414 SQ FT 0.17 AC MAP REF: PM-412

16 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 | • light fixtures | • storm windows and doors |
| • ceiling fans and remote controls | • mailbox | • stoves: gas-log, pellet, or wood-burning |
| • central vacuum hoses, and attachments | • media antennas/satellite dishes | • timers (affixed) |
| • draperies/other window coverings | • outdoor fountains and lighting | • towel, curtain/drapery rods |
| • fireplace equipment (affixed) | • outdoor landscaping (i.e. - shrubbery, trees and unpotted plants) | • wall mounted TV brackets and hardware (excluding TVs) |
| • floor coverings (affixed) | • shutters and awnings | • water-misting systems |
| • free standing range/oven | • speakers (flush-mounted) | • window and door screens, sun shades |
| • garage door opener(s) and remote control(s) | • storage sheds | • security and/or fire systems and/or alarms |
- 17 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) | • water purification systems |
| | | • water softeners |

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

19 ☐ Refrigerator ☐ Washer ☐ Dryer ☒ Above Ground Spa/Hot Tub ☐ Above Ground Pool ☐ Other (describe below)

20 Description of above items: _____

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

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

23 **Leased items INCLUDED in sale:** _____

24 Copyright© March 2017 by Arizona Regional Multiple Listing Service, Inc.

25 Owner's Initials

26 For Broker's office use only:

27 Broker's File/Lot No. _____ Date: _____ For Use with Data Entry Forms 1, 2, 3

28 Page 1 of 7



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.

Dpe (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 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: 5% (2) 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.

a. **Cooperating brokers:** With regard to this Listing Contract, Broker intends to cooperate with all other brokers except when not in Owner's best interest, and to offer compensation in the amount of 2.5% of the gross purchase price or \$ to a buyer's broker, who represents the interest of the buyer(s), and not the interest of Owner in a transaction. Any such cooperation shall not increase the total commission payable by Owner.

(ii) For a Rental: N/A of the lease price, as calculated for the entire term of the initial lease, upon execution of lease agreement.

a. **Cooperating brokers:** With regard to this Listing Contract, Broker intends to cooperate with all other brokers except when not in Owner's best interest, and to offer compensation in the amount of % of the gross lease price as calculated for the entire term of the initial lease, or \$ to a tenant's broker, who represents the interest of the tenant(s), and not the interest of Owner in a transaction. Any such cooperation shall not increase the total commission payable by Owner.

(iii) For a Holdover or renewal of rental: Regardless of whether this Listing Contract has expired, Owner agrees to pay a commission of

(iv) For a Referral: Broker may offer referral compensation to a referring broker who has no broker relationship with the buyer/tenant or Owner. Any such cooperation shall not increase the total commission payable by Owner.

c. **WITHDRAWN/CANCELLED LISTINGS.** The same amount of sale or rental commission shall be due and payable to Broker if, without the consent of Broker, the Premises is withdrawn from this Listing Contract, otherwise withdrawn from sale or rental, or is rented, transferred, or conveyed by Owner through any other broker or otherwise.

d. **PURCHASE BY TENANT.** If during the terms of any rental of the Premises, including any renewals or holdovers, or within 60 days after its termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the sale commission described in Paragraph 6(b) shall be deemed earned by and payable to Broker.



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.

BW (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 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: 5 % 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.

a. **Cooperating brokers:** With regard to this Listing Contract, Broker intends to cooperate with all other brokers except when not in Owner's best interest, and to offer compensation in the amount of 2.5 % of the gross purchase price or \$ to a buyer's broker, who represents the interest of the buyer(s), and not the interest of Owner in a transaction. Any such cooperation shall not increase the total commission payable by Owner.

(ii) For a Rental: N/A of the lease price, as calculated for the entire term of the initial lease, upon execution of lease agreement.

a. **Cooperating brokers:** With regard to this Listing Contract, Broker intends to cooperate with all other brokers except when not in Owner's best interest, and to offer compensation in the amount of % of the gross lease price as calculated for the entire term of the initial lease, or \$ to a tenant's broker, who represents the interest of the tenant(s), and not the interest of Owner in a transaction. Any such cooperation shall not increase the total commission payable by Owner.

(iii) For a: **Holdover or renewal of rental:** Regardless of whether this Listing Contract has expired, Owner agrees to pay a commission of

(iv) For a: **Referral:** Broker may offer referral compensation to a referring broker who has no broker relationship with the buyer/tenant or Owner. Any such cooperation shall not increase the total commission payable by Owner.

c. **WITHDRAWN/CANCELLED LISTINGS.** The same amount of sale or rental commission shall be due and payable to Broker if, without the consent of Broker, the Premises is withdrawn from this Listing Contract, otherwise withdrawn from sale or rental, or is rented, transferred, or conveyed by Owner through any other broker or otherwise.

d. **PURCHASE BY TENANT.** If during the terms of any rental of the Premises, including any renewals or holdovers, or within 60 days after its termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the sale commission described in Paragraph 6(b) shall be deemed earned by and payable to Broker.

Copyright© March 2017 by Arizona Regional Multiple Listing Service, Inc.

Owner's Initials BW

For Broker's office use only:

Broker's File/Lot No.

Date:

For Use with Data Entry Forms 1, 2, 3



- e. **PAYMENT FROM ESCROW OR RENT.** Owner instructs the escrow company, if any, to pay all such compensation to Broker in cash or certified funds as a condition to closing or upon cancellation of the escrow, and irrevocably assigns to Broker, to the extent necessary, money payable to Owner at the closing or cancellation of escrow. Broker is authorized to deduct compensation from any rent or other monies received on behalf of Owner.
- f. **AFTER EXPIRATION.** After the expiration of this Listing Contract, the same commissions, as appropriate, shall be payable if a sale, rental, exchange, or option is made by Owner to any person to whom the Premises has been shown or with whom Owner or any broker has negotiated concerning the Premises during the term of this Listing Contract, (1) within 30 days after the expiration of this Listing Contract, unless the Premises has been listed on an exclusive basis with another broker, or (2) during the pendency, including the closing, of any purchase contract or escrow relating to the Premises that was executed or opened during the term of this Listing Contract, or (3) as contemplated by Paragraph 6(e).
- g. **FAILURE TO COMPLETE.** If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner, the entire sale or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for 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 the commission.
- h. **CONSTRUCTION.** To the maximum extent permitted by applicable law, this Listing Contract shall be construed as limiting applicable provisions of law relating to when commissions are earned or payable. In the event of any express disagreement between any provision of this Listing Contract and the requirements of applicable law, the applicable provision of this Listing Contract shall be deemed as modified to the minimum extent necessary to ensure compliance with applicable law.
7. **LISTING BROKER OBLIGATIONS AND AUTHORITY.** Broker agrees to make diligent and continued efforts to sell/lease the Premises.
- a. Owner authorizes Broker to place appropriate transaction signs on the Premises, including "For Sale" signs and "Sold" signs OR "For Lease" and "Leased" signs.
- b. Owner authorizes Broker to obtain information relating to the present mortgage(s) on the Premises.
- c. Owner authorizes Broker to input the information on the Listing/Data Entry Form, and any photographs or video of the Premises, to ARMLS for publishing and dissemination, in whole or in part, in printed or electronic form, including via the internet, to ARMLS participants and the general public, even after the sale or lease of the Premises, or the cancellation or expiration of the Listing. Owner is cautioned to protect valuable items from view in any photographs or videos of the Premises or otherwise, and Broker has no responsibility for the dissemination of any images of such valuable items or for the loss of such valuable items. Owner understands the public may have unlimited access to the images and may download 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 the escrow and title companies.
10. **REALTOR® STATUS.** ☒ This agent is a REALTOR® member of the SEVRAR Association/Board of REALTORS® and subscribes to the REALTOR® Code of Ethics. ☐ This agent is not a member of any REALTOR® Association/Board, but as a Subscriber to the Arizona Regional Multiple Listing 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 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

Copyright© March 2017 by Arizona Regional Multiple Listing Service, Inc.

Owner's Initials

For Broker's office use only:

Broker's File/Lot No. _____ Date: _____ For Use with Data Entry Forms 1, 2, 3



- 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.
 - k. 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.
13. **GENERAL WARRANTIES BY OWNER.** Owner represents and warrants:
- a. **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.
 - b. **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 wood-destroying 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.
 - c. **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.
 - d. **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.

Copyright© March 2017 by Arizona Regional Multiple Listing Service, Inc.

Owner's Initials

Buc

For Broker's office use only:

Broker's File/Lot No. _____

Date: _____

For Use with Data Entry Forms 1, 2, 3



- 235 14. **UTILITIES.** During the term of this Listing Contract, Owner shall maintain continuous service to the Premises of all utilities which
236 are currently connected to the Premises.
- 237
- 238 15. **RELIEF OF LIABILITY.** Broker is hereby relieved of any and all liability and responsibility for everything stated in Paragraphs
239 11.e, 11.f, 11.g, 11.h, 11.i, 12, and 13.
- 240
- 241 16. **INDEMNIFICATION.** Owner agrees to indemnify and hold Broker, all Boards or Associations of REALTORS®, ARMLS and all
242 other brokers harmless for, from and against any and all claims, expenses, liabilities, damages and losses arising from (i) any
243 misrepresentation, breach of warranty or breach of a promise by Owner in this Listing Contract, (ii) any incorrect information
244 supplied by Owner, (iii) any facts concerning the Premises not disclosed by Owner, including any facts known to Owner relating
245 to adverse conditions or latent defects, (iv) the use of a lockbox, or (v) any injury or damage to persons or property in connection
246 with the marketing or showing of the Premises. This indemnification shall survive Broker's performance and any transfer of title.
- 247
- 248 17. **OTHER OWNERS AND PROSPECTS.** Owner understands that other owners may make offers to sell or rent or may sell, rent,
249 exchange or option properties similar to the Premises through Broker. Owner consents to any agency representation by Broker
250 of such other owners before, during and after the expiration of this Listing Contract and understands that the Premises probably
251 will not be presented or shown to every Prospect encountered by Broker.
- 252
- 253 18. **ATTORNEYS' FEES.** In any action or proceeding to enforce any provision of this Listing Contract, or for damages sustained by
254 reason of its breach, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, as set by
255 the court or arbitrator and not by a jury, and all other related expenses, such as expert witness fees, fees paid to investigators
256 and court costs. Additionally, if any broker hires an attorney to enforce the collection of any commission payable pursuant to this
257 Listing Contract, and is successful in collecting some or all of such commission without commencing any action or proceeding,
258 Owner agrees to pay such broker's reasonable attorneys' fees and costs and Owner also agrees to pay interest at the legal rate
259 on all compensation and other amounts owed or due to broker from the time due until paid in full.
- 260
- 261 19. **DEPOSITS.** Owner authorizes brokers to accept earnest deposits on behalf of Owner and to issue receipts for such earnest
262 deposits.
- 263
- 264 20. **RECOMMENDATIONS.** If Broker recommends a builder, contractor, escrow company, title company, pest control service,
265 appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose,
266 such recommendation shall be independently investigated and evaluated by Owner, who hereby acknowledges that any
267 decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely
268 upon such independent investigation and evaluation.
- 269
- 270 21. **SUBSEQUENT PURCHASE OR LEASE OFFERS.** Broker acknowledges that Owner has the right to accept subsequent offers
271 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
272 subsequent offers accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any
273 contracts arising from the acceptance of earlier offers. Broker will change or maintain the correct MLS Listing status in
274 accordance to the ARMLS Rules and Regulations and any associated policies.
275 (Check if applicable) ☒ Accept backup offers. ☐ Withhold verbal offers. ☐ Withhold all offers once Owner accepts a
276 purchase or lease contract for the Premises.
- 277
- 278 22. **EQUAL HOUSING OPPORTUNITY.** The Premises will be presented in compliance with federal, state and local fair housing
279 laws and regulations.
- 280
- 281 23. **TIME OF ESSENCE.** Time is of the essence in the performance of the obligations contained in this Listing Contract.
- 282
- 283 24. **COUNTERPARTS AND ELECTRONIC COPIES.** This Listing Contract may be executed in any number of counterparts by the
284 parties hereto. All counterparts so executed shall constitute one Listing Contract binding upon all parties hereto, notwithstanding
285 that all parties do not sign the same counterpart. Any legible electronic copy of the Listing Contract which indicates that the
286 Listing Contract was fully executed shall be treated as an original Listing Contract.
- 287
- 288 25. **CONSTRUCTION OF LANGUAGE AND GOVERNING LAW.** The language of this Listing Contract shall be construed
289 according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall
290 apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number
291 consistent with circumstances and context. Whenever the words "include", "includes" or "including" are used in this Listing
292 Contract, they shall be deemed to be followed by the words "without limitation". If this Listing Contract is used for a rental,
293 exchange, or option instead of a sale of the Premises, all language in this Listing Contract relating to the sale of Premises shall
294 be construed to apply as appropriate, to a rental, exchange, or option. For example, Owner shall be deemed to be Exchanger,
295 Optionor, or Landlord respectively. This Listing Contract shall be governed by the laws of the State of Arizona.

Copyright© March 2017 by Arizona Regional Multiple Listing Service, Inc.

Owner's Initials 

For Broker's office use only:

Broker's File/Lot No. _____ Date: _____ For Use with Data Entry Forms 1, 2, 3



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 OF PREMISES ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS® OR MULTIPLE LISTING CONTRACT SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN THE BROKER AND THE OWNER. BY SIGNING BELOW, OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A COPY OF THIS LISTING CONTRACT.

Betty White

Print Name of Owner

Print Name of Owner

42227 W Arvada Ct

Maricopa

AZ

85138-3798

Street

City/Town

State

Zip

(520)709-7614

Phone

Fax

Owner's email Address

Owner's Signature

05/17/2019

Mo/Da/Yr

Owner's Signature

Mo/Da/Yr

ADDITIONAL OWNER(S) (If applicable)

Print Name of Owner

Print Name of Owner

Street

City/Town

State

Zip

Phone

Fax

Owner's email Address

Owner's Signature

Mo/Da/Yr

Owner's Signature

Mo/Da/Yr

☐ Additional Owner information attached.

In consideration of Owner's representations and promises in this Listing Contract, Broker agrees to endeavor to effect a sale, rental, exchange, or option in accordance with this Listing Contract.

The Maricopa Real Estate Company

(602)430-1256

Firm Name (Broker)

Preferred Phone

Fax

By:

Adam Leach

05/17/2019

adam.leach.jk@gmail.com

Agent's Signature

Agent Name (Printed)

Date (Mo/Da/Yr)

Agent's Email



Adam Leach REALTOR®

Real estate agent

Betty White

123 points

2 days ago

Adam Leach took white out and changed the commission on my listing agreement we signed from 5% commission to 6% without my knowledge. This is illegal and unethical. He said, "Who did that?" when I pointed it out. The only person who had the motivation was him. He had a contract from a buyer he brought and wanted more money from the sale of my home. Seriously sneaky!!!!

1

Response from the owner 2 days ago

Hi Betty,

I would first like to apologize for any prior miscommunications or misunderstanding. If I remember correctly, the issue to which you are referring occurred over 3 years ago. As a matter of common practice, I always convey buyers' offers to my clients when their house has been on the market for a certain period of time, even if the offer is below the asking price. I am sorry if you felt the offer was offensive but I stand by my decision to communicate it to you nonetheless.

I remember the contract had a poorly hand written commission % number which I believed to be 5%, but could have looked like 6 which is industry standard and would've reflected the landscaping work I completed. You stated to me it should be 5% commission when I presented the buyers' offer to you and I agreed and amended the contract to reflect a 5% commission. You declined the buyers' offer and declined to make a counteroffer.

You ultimately decided to cancel the listing which was a decision, I and my Broker respected. This is how I remember our interactions and understand that you remember them differently. I pride myself in my honor and integrity and work hard to always do right by my clients. I vehemently disagree with your claim that I did anything remotely unethical or illegal. Had that been the case, I'm certain that you and my Broker would've filed any and all appropriate reports, complaints, and/or criminal charges.

