

# EXCLUSIVE RIGHT TO SELL/RENT

Version 20260101

## Parties

1 If Owner is a legal entity or trust, the entity or trust should be named as Owner, and a duly authorized officer,  
2 trustee, or other legal representative should sign this Agreement on the entity or trust's behalf.

3 If the Property is offered for rent, then the term "Owner" includes the term "Lessor", and "Buyer" includes "Tenant".

### 4 Owner Information:

5 Name(s): \_\_\_\_\_

6 Mailing Address: \_\_\_\_\_

7 Email: \_\_\_\_\_ Phone: \_\_\_\_\_

### 8 Listing Broker Information:

9 Broker Name: \_\_\_\_\_

10 Broker License Number: \_\_\_\_\_

11 Agent Name(s): \_\_\_\_\_

12 Mailing Address: \_\_\_\_\_

13 Email: \_\_\_\_\_ Phone: \_\_\_\_\_

## Property Information

14 Property Address: \_\_\_\_\_

15 Property/Tax ID(s): \_\_\_\_\_ County: \_\_\_\_\_

16 Zoning: \_\_\_\_\_

17 Legal Description: \_\_\_\_\_

18 \_\_\_\_\_

19 \_\_\_\_\_

20 \_\_\_\_\_

21 **Type of Property:** ☐ Vacant Land ☐ Residential

## Exclusive Listing Agreement

22 Owner hereby grants Listing Broker the exclusive and irrevocable right to: ☐ sell ☐ rent ☐ sell and rent  
23 the Property.

24 **Exclusivity:** Owner acknowledges that by signing this Agreement, Owner agrees to pay Listing Broker the agreed  
25 upon compensation upon the successful sale or lease of the Property, regardless of whether the Property is sold  
26 by Listing Broker, Owner, or any other party during the Term of this Agreement.

[Remainder of page intentionally left blank.]

Owner Initials \_\_\_\_\_

Broker Initials \_\_\_\_\_

## Listing Period and Price

27 *Must comply with A.R.S. § 44-501*

28 **Term:** This Agreement shall commence on \_\_\_\_\_ and will automatically terminate on  
29 \_\_\_\_\_. Upon execution of a Purchase Contract or Lease, all rights and obligations pursuant to  
30 this Agreement shall extend through the date of close of escrow or execution of the Lease.

31 **Listing Price:** The Property shall be listed for sale or rent at \$ \_\_\_\_\_ (monthly, if a rental) or at such other  
32 price as may mutually be agreed upon in writing by Owner and Listing Broker.

---

## Broker Compensation

33 NOTICE: LISTING BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION, OR  
34 ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN LISTING BROKER AND OWNER.

35 **Listing Broker Compensation:** Owner agrees to pay Listing Broker Compensation as follows:

36 ☐ \$ \_\_\_\_\_ ☐ \_\_\_\_\_% of the total purchase price ☐ Other: \_\_\_\_\_

37 Such compensation shall be paid to Listing Broker in U.S. Dollars at the time of and as a condition of closing.  
38 Owner understands compensation is earned upon the occurrence of: (i) any sale of the Property within the Listing  
39 Period by Owner, Listing Broker, or any other person; or (ii) Listing Broker finding a buyer who is ready, willing, and  
40 able to complete the Sale or Lease as specified in this Agreement.

41 **Buyer Broker Compensation:** The negotiated compensation is exclusively for the Listing Broker's services and is  
42 not subject to sharing, splitting, or otherwise distributing to any Buyer's Broker. The Owner acknowledges that any  
43 compensation agreement with a Buyer's Broker, if applicable, must be negotiated by a separate written agreement  
44 and is not covered under this Agreement.

45 **Unrepresented Buyer/Tenant:** If Buyer is not represented by a broker, Owner shall pay Listing Broker the  
46 additional compensation:

47 ☐ \$ \_\_\_\_\_ ☐ \_\_\_\_\_% of the total purchase price ☐ Other: \_\_\_\_\_

48 **Retainer Fee:** Listing Broker acknowledges receipt of a retainer fee in the amount of \$ \_\_\_\_\_ which  
49 ☐ will ☐ will not be subtracted from the Compensation. The retainer fee is non-refundable and is earned  
50 when paid.

51 **Payment from Escrow:** Owner directs the Escrow Company to pay all compensation due under this Section by  
52 check, wire transfer, or certified funds as a condition of closing or upon escrow cancellation. Owner irrevocably  
53 assigns to Listing Broker any funds payable to Owner at the closing or upon escrow cancellation, to the extent  
54 necessary to cover the Compensation set forth in this Section.

55 **Lease:** Owner agrees to pay compensation separately upon execution of Lease. Owner agrees to pay Listing  
56 Broker compensation of \_\_\_\_\_% of one month's rent OR \$ \_\_\_\_\_ within **5 days** of any rental renewal or  
57 extension, whether this Agreement has expired or not.

58 **Purchase by Tenant:** In the event any tenant, his heirs, executors, or assigns purchases the Property during the  
59 term of any rental agreement, including any extension, renewal, or holdover, then Owner shall pay Listing Broker  
60 the compensation in this Section.

Owner Initials \_\_\_\_\_

Broker Initials \_\_\_\_\_

61 **Buyer's Expenses Disclosure:** Owner ☐ does ☐ does not authorize Listing Broker to disclose to other  
62 brokers and prospective buyers that Owner will consider contributing an amount towards buyer's expenses, such  
63 as Buyer's Broker's fees or other expenses payable by a Buyer under a Purchase Contract. Owner is not obligated  
64 to pay any specific amount and has sole discretion to determine the amount Owner will pay towards Buyer's  
65 expenses during negotiations with a Buyer.

66 **Tail Period:** Compensation shall be due if within \_\_\_\_\_ **calendar days** of the expiration or termination, including  
67 extensions, of this Agreement, the Property is sold, conveyed, or otherwise transferred to anyone with whom  
68 the Broker has had negotiations or to whom the Property was shown prior to the expiration or termination of this  
69 Agreement. This section shall not apply if Owner enters into a valid Listing Agreement with another licensed real  
70 estate Broker after the expiration of this Agreement.

71 **Failure to Perform:** If the completion of a sale or lease of the Property is prevented due to a default by Owner, or  
72 with the Owner's consent, the full Compensation amount shall be paid to Listing Broker by Owner.

---

## Fixtures and Personal Property

73 **Fixtures:** Owner agrees that all existing fixtures will be transferred with the sale of the Property unless specifically  
74 excluded. Fixtures include, but are not limited to: electrical, mechanical, lighting, plumbing, heating fixtures, ceiling  
75 fan(s), fireplace insert(s), gas logs and grates, built-in appliance(s), including ranges/ovens, dishwashers, window/  
76 door screens, awnings, shutters, window coverings, towel, curtain and drapery rods, speakers (flush-mounted),  
77 brackets/hardware, affixed floor coverings, satellite dish(es)/antennas, air conditioner(s), pool/spa equipment,  
78 garage door opener(s)/remote control(s), smart home devices (with access transferred), mailbox, storage sheds,  
79 fountains, in-ground landscaping, trees/shrub(s), storm windows and doors, pellet, wood-burning or gas stove(s),  
80 propane fuel in owned tanks.

81 **Excluded Fixtures:** ☐ Solar System ☐ Alarm System ☐ Propane tank ☐ Water softener  
82 ☐ Other: \_\_\_\_\_

83 **Personal Property:** Personal property will not be included in the sale of the Property unless specifically included.  
Included personal property: ☐ Refrigerator ☐ Washer ☐ Dryer ☐ Above-ground spa  
84 ☐ Other: \_\_\_\_\_

85 Owner identifies the above items as included or excluded in offering the Property for sale/rent. Owner understands  
86 that the Purchase Contract takes precedence over any intention identified above and will ultimately determine  
87 what items are included and excluded in the sale/lease. Owner understands it is their responsibility to ensure the  
88 items not included in the sale/lease are addressed in any counter offer to ensure Buyer's understanding of Owner's  
89 intent.

---

## Broker Services and Representations

90 **Listing and Advertisement:** Owner grants Listing Broker permission to list and promote the Property by: Listing  
91 the Property in any MLS where Broker is a member; Distributing Property information in print / electronically to  
92 the public; including dissemination of the information through Internet Data Exchanges (IDX) and Virtual Office  
93 Websites (VOWs); Organizing showings and Open Houses, as applicable.

**Owner Initials** \_\_\_\_\_

**Broker Initials** \_\_\_\_\_

94 ☐ Other: \_\_\_\_\_

95 **Representations:** Listing Broker shall: exercise reasonable care, skill, and diligence in fulfilling the objectives  
96 of this Agreement; recommend and assist Owner in determining an appropriate listing price; assist with the  
97 completion of all necessary paperwork; represent the Owner in negotiations with potential buyers, unless Listing  
98 Broker has negotiated limited agency, with such terms memorialized in this Agreement.

99 **Competing Owners:** Listing Broker may have agreements with other sellers to market and sell their properties.  
100 Listing Broker may show alternative properties not owned by Owner to other prospective buyers and list competing  
101 properties for sale.

102 **PreQualification/Proof of Funds:** Neither Listing Broker nor Brokerage is responsible for verifying authenticity/  
103 veracity of a Buyer's pre-qualification or proof-of-funds letter for determining buyer's creditworthiness.

104 **Limited Representation:** Dual agency exists when an agent represents both Buyer and Owner in the same real  
105 estate transaction. In such a case, the Listing Broker shall be neutral between the parties when dealing with any  
106 conflicting interests. Owner will be informed in writing if dual agency is created in a transaction. If Owner agrees to  
107 limited representation, Listing Broker will not be able to disclose to either party: (i) confidential information; (ii) price  
108 or terms the Owner or Buyer may accept other than the list price; (iii) a recommended price or terms either party  
109 should offer or counteroffer.

---

## **Seller Responsibilities and Representations**

110 **Showings and Access:** Owner agrees to make the Property available for showings to prospective Buyers/  
111 Tenants upon reasonable notice and shall vacate the Property during showings whenever possible. Owner agrees  
112 not to advertise or market the Property without Listing Broker's permission. Owner understands and agrees that  
113 Listing Broker is not liable nor responsible for any loss or damage to personal or real property or injury to persons,  
114 whether caused by the use of a key safe/lockbox, during a showing of the Property, or otherwise.

115 Owner agrees to (i) take reasonable precautions to safeguard valuables, firearms, and medications during  
116 showings; (ii) take reasonable steps to limit such risks including preparing the Property in an appropriate manner  
117 for showings and obtaining insurance to cover such risks; (iii) Refer any potential purchaser to Listing Broker and  
118 not to negotiate terms without Listing Broker; (iv) Post a notice disclosing the existence of security devices that  
119 record activity in the Property.

120 **Property Preservation:** If the Property is or becomes vacant during this Agreement, Owner must notify Owner's  
121 insurance company and request a "vacancy clause" to cover the Property. Listing Broker is not responsible for the  
122 security of the Property nor for management, repair or inspection of the Property on any basis, unless by separate  
123 agreement.

124 **Representations:** Owner represents that: (i) Owner holds marketable title to the Property, including all  
125 improvements and fixtures and has legal authority to transfer ownership of the Property. (ii) Owner is not subject to  
126 any listing agreement with another broker for the sale, or lease of the Property that is or will be active during this  
127 Agreement. (iii) No individual or entity holds any option, right of refusal, or other agreement to purchase, lease,  
128 or acquire the Property. (iv) Owner is up to date and not in default on all loans and financial obligations related to  
129 the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner  
130 association fees, and taxes, except for \$ \_\_\_\_\_. (v) Owner is not aware of any liens or encumbrances

**Owner Initials** \_\_\_\_\_

**Broker Initials** \_\_\_\_\_

131 against the Property, except: \_\_\_\_\_  
132 \_\_\_\_\_.

133 (vi) Provided information relating to the Property is true and correct to the best of Owner's knowledge. (vii) Owner  
134 shall provide timely disclosure and notify Listing Broker of all Property conditions, including any known hidden  
135 defects.

136 **Owner Cooperation:** If Owner does not cooperate with Listing Broker to facilitate the showing, marketing, or sale  
137 of the Property or otherwise breaches this Agreement, Owner is in default and will be liable to Listing Broker for the  
138 amount of compensation specified or other compensation Listing Broker is entitled to under this Agreement; Listing  
139 Broker has the unilateral right to terminate this Agreement for cause.

140 **Owner Authorization:**

141 Owner ☐ does ☐ does not authorize Broker to disclose the existence of Offers on the Property.  
142 Owner ☐ does ☐ does not authorize Broker to install a for Sale/Lease sign.  
143 Owner ☐ does ☐ does not authorize Broker to install a Keybox at the Property.  
144 Owner ☐ does ☐ does not authorize Broker to advertise the Property on the Internet.  
145 Owner ☐ does ☐ does not authorize Broker to advertise the Property Address on the Internet.  
146 Owner ☐ does ☐ does not authorize Broker to advertise Property Photos on the Internet.

147 If authorized, such marketing will be performed at the sole discretion of Listing Broker. Owner is ADVISED to  
148 protect items in view.

149 Owner acknowledges that once images are placed on the Internet, neither the Listing Broker nor the Owner have  
150 control over who can view such images and what use viewers may make of the images or how long such images  
151 may remain on the internet. Owner acknowledges that prospective Buyers and/or other persons coming on to the  
152 Property may photograph or video the Property. Owner understands that Listing Broker does not have the ability to  
153 control or block the taking of and use of such images. Owner acknowledges that photographs of the Property may  
154 be taken for publication. Owner irrevocably assigns any and all ownership rights in such photographs to the Listing  
155 Broker.

156 **Subsequent Offers:** Owner understands that subsequent offers accepted by Owner must be backup offers  
157 contingent on the cancellation of any contracts arising from the acceptance of earlier offers. If Listing Broker  
158 receives a subsequent offer after Owner is under contract with a Buyer, Owner directs Listing Broker to:  
159 ☐ Accept backup offers ☐ Withhold verbal offers ☐ Withhold all offers

160 **Lead-Based Paint:** If the Property was built prior to 1978, Owner shall complete the Disclosure of Information on  
161 Lead-Based Paint Hazards in accordance with Federal Regulations.

162 **FIRPTA Declaration:** Owner declares that they ☐ are not ☐ are a foreign person, therefore subjecting this  
163 transaction to the Foreign Investment in Real Property Tax Act withholding. Owner agrees to complete a certificate  
164 indicating whether Owner is a Foreign Person. FIRPTA requires that a foreign seller may have federal income  
165 taxes withheld up to 15% of the purchase price, unless an exception applies. Owner is advised to consult legal or  
166 tax advisor.

167 **Insurance Claims History:** Owner will be required to deliver a written **5-year** insurance claims history regarding  
168 claims made on the Property (or for the time Owner owned the Property if less than **5 years**) from Owner's  
169 insurance company or similar resource OR from Owner within **5 days** of Contract Acceptance.

Owner Initials \_\_\_\_\_

Broker Initials \_\_\_\_\_

170 **Seller Property Disclosure:** Owner shall complete a Seller Property Disclosure Statement (SPDS) to Listing  
171 Broker. Owner acknowledges the SPDS is intended to protect the Owner by making disclosures required by law.

---

## Miscellaneous

172 **Fair Housing:** Listing Broker and Owner shall comply with all federal, state and local fair housing laws and  
173 regulations. Owner is advised not to accept "Love" Letters from Buyers, as Love Letters have the potential to  
174 expose an owner to a claim of discrimination under the Federal Fair Housing Act.

175 **Service Provider Recommendation:** If Listing Broker/Brokerage recommends a builder, contractor, escrow /  
176 title company, pest control service, appraiser, lender, attorney, accountant, home inspection company or home  
177 warranty company or any other person or entity to Owner for any purpose, such recommendation shall be  
178 independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any  
179 contractual arrangement with any such person or entity recommended by Listing Broker/Brokerage shall be based  
180 solely upon such independent investigation and evaluation.

181 **Arizona Law:** This Agreement is executed and intended to be performed in the State of Arizona. The laws of  
182 Arizona shall govern its interpretation and effect. The parties agree that the State of Arizona, and the county in  
183 which the Property is located, is the judicial forum for any litigation, related to this Agreement.

184 **Attorney Fees:** The prevailing party in any action or arbitration between Listing Broker and Owner relating to or  
185 arising out of this Agreement shall be entitled to recovery of all reasonable attorney fees and costs, which shall  
186 include expert witness fees, fees paid to investigators, and arbitration costs.

187 **Assignment:** Neither party may assign or transfer their respective rights or obligations under this Agreement  
188 unless agreed to in writing between the parties.

189 **Other Essential Terms:** No change, modification, or amendment of this Agreement shall be valid or binding unless  
190 agreed to in writing and signed by each party.

191 **Entire Agreement:** This Agreement, together with attached addenda, constitutes the entire agreement  
192 between the parties and supersedes and replaces any and all prior negotiations, representations, warranties,  
193 understandings or contracts between the parties whether verbal or otherwise.

194 **Copies and Counterparts:** A fully executed facsimile or electronic copy of the Agreement shall be treated as an  
195 original. This Agreement, and any other documents required by this Agreement, may be executed by facsimile or  
196 other electronic means and in any number of counterparts, which shall become effective upon delivery as provided  
197 for in this Contract. All counterparts shall be deemed to constitute one instrument, and each counterpart shall be  
198 deemed an original.

199 **Notices:** All notices referenced in this Contract shall be in writing and deemed delivered and received when: (i)  
200 hand-delivered, (ii) via facsimile, (iii) via electronic mail, (iv) or by recognized overnight courier.

201 **Force Majeure:** Either party may terminate this Agreement without liability to the other in the event of a force  
202 majeure such as acts of terrorism, war, epidemics, pandemics or other development beyond the control of the  
203 party that makes fulfillment of that party's obligations hereunder illegal or impossible.

204 **Days:** All references to days shall be deemed to be calendar days unless otherwise indicated.

Owner Initials \_\_\_\_\_

Broker Initials \_\_\_\_\_

## Indemnity

205 **Listing Broker Indemnification:** Owner agrees to save, defend, and hold Listing Broker harmless from all  
206 claims, disputes, litigation, and/or judgments arising from (i) any misrepresentation, breach of warranty or breach  
207 of a promise by Owner in this Listing Agreement (ii) any incorrect information supplied by Owner, (iii) any facts  
208 concerning the Property not disclosed by Owner, including any facts known to Owner relating to adverse conditions  
209 or latent defects, (iv) the use of a keybox, or (v) any injury or damage to persons or property in connection with  
210 the marketing or showing of the Property. This indemnification shall survive Listing Broker's performance and any  
211 transfer of title. Such damages or claims to include costs and attorney's fees.

212 **Alternative Dispute Resolution and Mediation:** Owner and Listing Broker agree that any dispute relating to this  
213 Agreement shall be submitted to mediation. Mediation is a process in which the parties meet with an impartial  
214 person who helps to resolve the dispute informally. Mediators cannot impose binding decisions. The parties will  
215 jointly appoint an acceptable mediator and share equally in the cost of such mediation.

216 All Claims that have not been resolved by mediation, or otherwise, shall be submitted to final and binding  
217 arbitration in accordance with Arizona Revised Uniform Arbitration Act (ARS §12-3001 et seq.). The parties shall  
218 agree upon an arbitrator. The judgment rendered by the arbitrator is nonappealable and may be entered in any  
219 court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within  
220 **30 days** after the conclusion of the mediation conference by written notice to the other party, and in such event,  
221 either party shall have the right to proceed with court action.

## Additional Terms and Conditions

222 \_\_\_\_\_

223 \_\_\_\_\_

224 \_\_\_\_\_

225 \_\_\_\_\_

226 \_\_\_\_\_

227 \_\_\_\_\_

228 \_\_\_\_\_

229 \_\_\_\_\_

230 \_\_\_\_\_

231 \_\_\_\_\_

232 \_\_\_\_\_

233 \_\_\_\_\_

234 \_\_\_\_\_

235 \_\_\_\_\_

236 \_\_\_\_\_

237 \_\_\_\_\_

238 \_\_\_\_\_

239 \_\_\_\_\_

240 \_\_\_\_\_

241 \_\_\_\_\_

Owner Initials \_\_\_\_\_

Broker Initials \_\_\_\_\_

## Signatures

242 **CONSULT AN ATTORNEY BEFORE SIGNING:** Real estate brokers and agents are not qualified to provide  
243 financial, legal, or tax advice regarding this real estate transaction. **READ THIS FORM CAREFULLY.**

244	_____	_____	_____	_____
	Owner Signature	Date	Owner Signature	Date
245	_____	_____	_____	_____
	Owner Signature	Date	Owner Signature	Date
246	_____	_____	_____	_____
	Agent Signature	Date	Agent Signature	Date

Sample