



**NORTHERN ARIZONA ASSOCIATION OF REALTORS®, INC.**  
**EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL LISTING CONTRACT**



This 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, tax or other professional advice, consult your attorney, tax advisor, or professional consultant.

**SAMPLE**

1. PRICE \$ \_\_\_\_\_ CLASS \_\_\_\_\_ AREA \_\_\_\_\_ ASSR.# \_\_\_\_\_

2. **THE PREMISES:** For purposes of this Listing Contract ("Listing"), the "Premises" means the real property in \_\_\_\_\_  
 3. County, Arizona described below, plus all fixtures and improvements thereon, all appurtenances incident thereto and all personal property  
 4. described in lines 16 through 28.  
 5. Check One:  See legal description attached hereto:  
 6.  Legal description as follows: \_\_\_\_\_  
 7. \_\_\_\_\_  
 8. PROPERTY ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_

**SAMPLE**

9. **EXCLUSIVE RIGHT TO SELL.** In consideration of the acceptance by the undersigned licensed Arizona real estate broker ("Broker") of the  
 10. terms of this Listing, and Broker's promise to endeavor to effect a sale, exchange, option or rent of the property described above (the  
 11. "premises"), I/we, as Seller(s) (the "Seller"), employ and grant Broker the exclusive and irrevocable right commencing on  
 12. \_\_\_\_\_, and expiring at 11:59 p.m. on \_\_\_\_\_, to sell, exchange, option or rent  
 13. the Premises described in lines 2 through 7.

14. **AGENCY RELATIONSHIPS.** Seller understands that Broker is Seller's agent with respect to this Listing. Seller understands that a Buyer  
 15. may also wish to be represented by Broker in connection with the purchase or rental of the Premises. In that event, Broker would be  
 16. serving as the agent of both Seller and the Buyer. Since Seller does not wish to limit the range of Buyers at this time, Seller agrees to work  
 17. with Broker to resolve any potential agency conflicts that may arise.  
 18. Seller authorizes Broker to offer cooperation and compensation to:  Subagents  Buyer's Brokers  Limited Dual Agents

19. **FIXTURES AND PERSONAL PROPERTY.** All existing fixtures on the Premises, and any existing personal property specified herein,  
 20. shall be left upon the Premises and included in this sale. Seller agrees that the fixtures and personal property made part of this sale  
 21. include the following: storage sheds, electrical, plumbing, heating and cooling equipment; built-in appliances; light fixtures; ceiling fans;  
 22. window and door screens, sun screens; solar systems; storm windows and doors, shutters, awnings; water-misting systems; fire detec-  
 23. tion/suppression systems; towel, curtain and drapery rods; draperies and other window coverings; attached floor coverings; air cooler(s)  
 24. and/or conditioner(s); attached fireplace equipment; wood-burning stoves; garage door openers and controls; timers; mailbox; attached  
 25. TV antennas (excluding satellite dishes and operating equipment); and all existing landscaping, including trees, cacti and shrubs, fountains,  
 26. and lighting. In addition, if owned by the Seller, the following items also are included in this sale: pool and spa equipment including any  
 27. mechanical or other cleaning systems; security systems and/or alarms; water softeners and water purification systems.

28. Personal property included herein shall be transferred in AS-IS CONDITION, FREE AND CLEAR OF ANY LIENS OR ENCUMBRANCES,  
 29. and SELLER MAKES NO WARRANTY of any kind, express or implied (including, without limitation, ANY WARRANTY OF MERCHANT-  
 30. ABILITY).

31. **Additional Existing Fixtures/Personal Property Included:** \_\_\_\_\_

33. **Fixtures/Personal Property/Leased Equipment NOT Included:** \_\_\_\_\_

34. **HOME WARRANTY PLAN.** Seller acknowledges that home warranty plans are available and that such plans may provide additional  
 35. protection and benefits to Seller and any Buyer of the Premises. Seller acknowledges that the coverage under any home warranty plan  
 36. generally excludes pre-existing conditions.

37. Seller  does  does not  N/A agree to provide at his expense a home warranty plan for the purchaser that will be effective at the  
 38. close of escrow.

39. **COMPENSATION TO BROKER.** Seller agrees to compensate Broker as follows:

- 40. a. **RETAINER.** Broker acknowledges receipt of a non-refundable retainer fee of \_\_\_\_\_  
 41. payable to Broker for initial counseling, consultation, research and/or marketing.
- 42. b. **SALE COMMISSION.** If Broker produces a ready, willing and able Buyer in accordance with this Listing, or if a sale, option or exchange  
 43. of the Premises is made by Seller or through any other real estate agent, during the term of this exclusive Listing, for services rendered,  
 44. Seller agrees to pay Broker a commission of \_\_\_\_\_.  
 45. The same amount of commission shall be payable to Broker if, without the consent of Broker, the Premises is withdrawn from this  
 46. Listing or otherwise withdrawn from sale or transferred or conveyed by Seller.
- 47. c. **RENTAL COMMISSION.** Seller agrees not to rent the Premises during the term of this Listing without Broker's prior knowledge and  
 48. consent. If the Premises is rented, through the services of Broker or Seller, or any other real estate agent, Seller agrees to pay Broker a  
 49. commission upon execution of a lease by all parties, including renewals and holdovers, of \_\_\_\_\_.
- 50. d. **PURCHASE BY TENANT.** If during the terms of such rental, including any renewals and holdovers, or within \_\_\_\_\_ days  
 51. after its termination, the tenant, or any of such tenant's heirs, executors, or assigns shall buy the Premises from Seller, the commis-  
 52. sion described in lines 35 through 38 shall be deemed earned by and payable to Broker.
- 53. e. **AFTER EXPIRATION.** After expiration of this Listing, the same commission, as appropriate, shall be payable, if a sale, exchange,  
 54. option, or rental is made by Seller to any person to whom the Premises has been shown or with whom Seller or any Broker has  
 55. negotiated concerning the Premises during the term of this Listing, (1) within \_\_\_\_\_ days after expiration of this Listing, unless the

**SAMPLE**

Exclusive Authorization 4/06 Page 1 of 4 Initial \_\_\_\_\_

56. Premises has been listed on an exclusive basis with another Broker, or (2) during the pendency, including the closing, of any  
57. purchase contract or escrow relating to the Premises that was executed or opened during the terms of this Listing, or (3) with  
58. respect to any sale covered by lines 42 and 48.

59. f. FAILURE TO CLOSE. If completion of the sale is prevented by default of Seller, or with consent of Seller, the entire commission  
60. shall be paid directly by Seller. If the earnest deposit is forfeited for any other reason, Seller shall pay a brokerage fee equal to  
61. the lesser of one-half of the earnest deposit or the full amount of the commission.

62. g. PAYMENT FROM ESCROW. Seller will instruct the escrow company to pay all commissions to Broker in cash as a condition to  
63. closing and irrevocably assigns Seller's proceeds to Broker at close of escrow to the extent necessary therefore.

64. h. OTHER BROKERS. Seller authorizes Broker to cooperate with other brokers as instructed herein and to divide all such  
65. compensation with other brokers in any manner acceptable to Broker.

66. i. NO LIMITATION. Nothing in this Listing shall be construed as limiting applicable provisions of law relating to when commissions  
67. are earned or payable.

68. **OWNER'S AUTHORIZATION.** The Seller authorizes and permits the Broker to:

69. a. Represent the Premises as set forth in the attached Northern Arizona Association of REALTORS® (NAAR) Property Data Form,  
70. dated \_\_\_\_\_;

71. b. Place the Broker's "For Sale" sign and, in the event of a sale, a "Sold" or "Pending" sign (at Broker's discretion) on the  
72. Premises;

73. c. Procure and present "offers to purchase" and to accept earnest monies to be deposited in the Broker's or Escrow Company's  
74. trust account upon Seller's acceptance of an "offer to purchase", unless otherwise agreed;

75. d. Multiple Listing Service: Broker is a member of the NAAR and its Multiple Listing Service (MLS). This listing information will be  
76. provided to MLS to be published and disseminated to its users. Broker is authorized to report the pending sale, exchange, option,  
77. or rental of the Property, and its price, terms and financing, to MLS for dissemination and use by authorized NAAR members  
78. and MLS users and to the public. General information will be disseminated on the Internet.

79. **KEYBOX.** Seller  does  does not authorize Broker to install and use a KeyBox containing a key to the Premises. See reverse side for  
80. KEYBOX INFORMATION AND DISCLOSURES.

81. **TERMS ON REVERSE.** The terms and conditions attached hereof plus all information on any attached addenda and/or exhibit(s)  
82. are incorporated herein by reference.

83. **ADDENDA INCORPORATED:**  Property Data Form  SPDS  R.E. Agency Relationships  Lead-Base Paint  Affid. of Land Disclosure  
84. **EXHIBIT(S)**  Addendum  AS IS  HOA  On Site Waste Water  Domestic Water Well

85. **COMMISSIONS PAYABLE FOR THE SALE, EXCHANGE, OPTION, RENTING OR MANAGEMENT OF PROPERTY ARE NOT SET BY ANY**  
86. **BOARD OR ASSOCIATION OF REALTORS® OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION**  
87. **BETWEEN THE BROKER AND THE SELLER.**

88. **NOTE:** Seller acknowledges that signing more than one Exclusive Authorization and Right To Sell Listing Contract and/or Exclusive  
89. Agency Listing Contract for the same term could expose the Seller to multiple liability for additional commissions.

90. **ADDITIONAL TERMS:** \_\_\_\_\_

91. **AGREED:** By signing below, Seller acknowledges that he has read, understands and accepts all terms and conditions contained herein and that he has  
92. received a copy of this Listing.

93. **TIME OF ESSENCE.** Time is of the essence in the performance of the obligations contained in this Listing.

94. **OTHER POTENTIAL SELLERS.** Seller understands that other potential sellers may make offers to sell, or may sell, lease, exchange or option  
95. property similar to the Premises through Broker. Seller consents to any agency representation by Broker of such other potential sellers before,  
96. during and after expiration of this Listing and understands that the Premises may not be presented or shown to every potential buyer encountered  
97. by Broker.

98. **DEPOSITS.** Seller authorizes Broker to accept earnest deposits on behalf of Seller and to issue receipts for such earnest deposits.

99. **IRS REPORTING.** Seller agrees to comply with IRS reporting requirements. If applicable, Seller agrees to complete, sign and deliver to Escrow  
100. Company a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax  
101. Act (FIRPTA).

102. **SELLER'S OBLIGATIONS.** The Seller agrees to the following:

103. a. Seller agrees to make available to Broker and prospective Buyers all data, records and documents pertaining to the Premises. Seller authorizes  
104. Broker, and any other broker authorized by Listing Broker, to preview and show the Premises at reasonable times and upon reasonable notice  
105. and agrees to commit no act which might tend to obstruct Broker's performance hereunder. If the Premises is occupied by someone other  
106. than Seller, Seller will provide to Broker the occupant's written consent to the showing of the Premises. Seller shall not deal directly with any  
107. prospective Buyer of the Premises during the term of this Listing and shall refer all prospective Buyers to Broker during the term hereof;

108. b. Consult with the Broker prior to the execution of an acceptance of an "offer to purchase";

109. c. Remove all but Broker's "For Sale" signs from the Premises;

110. d. Furnish, prior to the close of a sale and at Seller's expense, a good and sufficient conveyance and marketable title insured by a title insurance  
111. policy in the full amount of the purchase price by a company licensed in Arizona to issue title insurance;

112. e. **Homeowner's Association Information:** If the Premises is located within a Homeowner's Association/Condominium/Planned Unit  
113. Development, the Seller agrees to complete a Homeowner's Association Information form as supplied by Listing Broker and further Seller  
114. shall, within the time prescribed by law but no later than seven (7) days prior to Close of Escrow, disclose in writing to Buyer any known  
115. existing or pending special assessments, claims or litigation and provide to Buyer copies of Covenants, Conditions and Restrictions, Articles  
116. of Incorporation, bylaws, other governing documents, any other documents and information required by law, homeowner's association  
117. approval of transfer, if applicable, and current financial statement and/or budget.

118. f. **Lead Based Paint:** If Premises was constructed prior to 1978, Seller shall provide a Disclosure of Lead Paint and Lead Paint Hazards as  
119. required by the U.S. Department of Housing and Urban Development.

120. g. **Insurance:** Seller is responsible for maintaining appropriate insurance to cover possible liability and losses from access, including liability for  
121. bodily injury and losses due to theft and vandalism.

122. h. Permit Broker to supplement listing information from time to time to clarify, correct or update information in this Contract;

123. **SELLER'S WARRANTIES.** The Seller warrants the following:

124. a. Seller has the legal capacity, full power and authority to enter into this Listing and consummate the transactions contemplated hereby on his  
125. own behalf or on behalf of the party he represents, as appropriate;

126. b. All information concerning the Premises in this Listing, including the NAAR Property Data Form and the Seller's Property Disclosure Statement,  
127. relating to the Premises, or otherwise provided by Seller to Broker or to any prospective Buyer of the Premises is, or will be at the time made,  
128. and shall be at closing, true, correct and complete. Seller agrees to notify Broker promptly if there is any material change in such information  
129. during the term of this Listing. Seller warrants that there is no bankruptcy, foreclosure or any other legal action pending that would affect  
130. the title to the Premises or which could cause a delay in obtaining marketable title to sell/transfer except as is disclosed by the Seller to the  
131. Broker in writing at or during the time of this Listing;

132. c. Except as otherwise provided in this Listing, Seller warrants and shall maintain and repair the Premises so that at the earlier of possession by  
133. a Buyer or the Close of Escrow: (1) the Premises shall be in substantially the same condition as on the effective date of the Purchase Contract,  
134. (2) all heating (including wood burning stoves), cooling, mechanical, plumbing and electrical systems (including swimming pool and/or spa,  
135. the motors, filter systems, cleaning systems, and heaters, if any, and built-in appliances will be in working condition. The Seller grants Buyer  
136. or Buyer's representative reasonable access to conduct any inspections and a final walk-through of the Premises for the purpose of satisfying  
137. Buyer that the items warranted by Seller are in working condition and that any repairs Seller agreed to make have been completed. Seller  
138. understands that these inspections require that the utilities be on, including propane, if applicable, and the Seller is responsible for providing  
139. same at his expense.

140. d. Seller has disclosed to Broker in writing at the time of this Listing all material latent defects (problems with the Premises not plainly visible)  
141. concerning the Premises which are known to Seller and Seller will continually advise Broker in writing of any material change in information  
142. or the condition of the Premises. SEE ATTACHED ADDENDUM, IF APPLICABLE.

143. e. Seller warrants that, prior to the close of escrow, payment in full will have been made for all labor, professional services, materials, machinery,  
144. fixtures or tools furnished within the 120 days immediately preceding the close of escrow in connection with the construction, alteration or  
145. repair of any structure on or improvement to the Premises. Seller warrants that the information in the Listing and attached NAAR Property  
146. Data Form, if any, regarding connection to a public sewer system, septic system or other sanitation system is correct to the best of Seller's  
147. knowledge. Seller warrants that he has disclosed to Broker any information, excluding opinions of value, that he possesses which materially  
148. and adversely affects the consideration to be paid by Buyer.

149. **KEYBOX INFORMATION AND DISCLOSURES.** Seller acknowledges that a KeyBox will permit access to the Premises by Broker, and any  
150. member of NAAR or MLS as authorized by the Listing Broker, with or without potential purchasers, even when Seller is absent. It is not a requirement  
151. of NAAR or the Broker herein that Seller allows use of a KeyBox. Seller acknowledges that neither NAAR or any broker is insuring Seller against  
152. theft, loss or vandalism resulting from such access. Broker advises and requests that Seller safeguards or removes valuables now located within  
153. said Premises. Seller is responsible for obtaining appropriate insurance. WHERE A TENANT OCCUPIES THE PROPERTY, SELLER WILL OBTAIN AND  
154. PROVIDE THE BROKER WITH WRITTEN PERMISSION FROM TENANT FOR THE PLACEMENT OF A KEYBOX.

155. **ROLE OF BROKER.** Seller acknowledges that Broker is not responsible for the custody or condition of the Premises or for its management,  
156. maintenance, upkeep or repair.

157. **INDEMNIFICATION.** Seller agrees to indemnify and hold Broker, all Boards or Associations of REALTORS®, NAAR and all other brokers harmless  
158. against any and all claims, liability, damage or loss arising from any misrepresentation or breach of warranty by Seller in this Listing, any incorrect  
159. information supplied by Seller and any facts concerning the Premises not disclosed or withheld by Seller, including without limitation, any facts known to  
160. Seller relating to adverse conditions or latent defects.

161. **DISPUTE RESOLUTION.**

162. a. **Mediation.** If such system is reasonably available to the parties, Seller agrees to request from the buyer or tenant of the Premises written  
163. confirmation that any dispute or claim arising from or relating to the purchase or rental contract or services provided in relation to the purchase  
164. or rental contract shall be submitted to mediation in accordance with the Rules and Procedures of the REALTORS® Dispute Resolution  
165. System. Subject to certain exclusions, disputes subject to mediation shall include representations made by Seller, buyer, tenant, or any broker  
166. or other person or entity in connection with the sale, rental, purchase, financing or condition or any other aspect of the Premises, including  
167. any allegation of concealment, misrepresentation, negligence or fraud. If the buyer or tenant of the Premises consents to mediation, Seller  
168. agrees to submit all disputes to mediation as described in such Rules and Procedures.

169. b. **Arbitration.** If the parties do not agree to mediation, or if the mediation does not result in the resolution of the dispute, Seller and Broker agree  
170. that all disputes shall be resolved by binding arbitration. Unless Seller objects in writing, all disputes shall be resolved by arbitration under  
171. the rules and procedures followed by a Board or Association of REALTORS® in conjunction with the Code of Ethics and Arbitration Manual  
172. of the National Association of REALTORS®, as it may be amended from time to time. If Seller objects to REALTOR® arbitration, all disputes  
173. shall be resolved by arbitration under the Rules of the American Arbitration Association. Initially, all applicable deposits, arbitrators' fees, filing  
174. fees, administrative costs and expenses will be borne equally by the parties. However, if permitted by the applicable rules, the arbitrator(s)  
175. shall be authorized to award or refund all costs, deposits and attorneys fees to the prevailing party. The decision of such arbitrator(s) shall  
176. be binding and conclusive upon all parties and may be enforced in any court of competent jurisdiction which is located in same County as  
177. the Premises.

178. **ATTORNEY'S FEES.** In any action or proceeding to enforce any provisions of this Listing, or for damages sustained by reason of its breach, the  
179. prevailing party shall be entitled to receive from the other party reasonable attorneys' fees as set by the court or arbitrator and not by a jury, and  
180. all other related expenses, such as expert witness fees, fees paid to investigators and court costs. Additionally, if any Broker reasonably hires an  
181. attorney to enforce the collection of any commission payable pursuant to this Listing, and is successful in collecting some or all of such commission  
182. without commencing any action or proceeding, Seller agrees to pay such Broker's reasonable attorneys' fees and costs and Seller also agrees to

183. pay interest at the legal rate on all compensation and other amounts owed or due to Broker from the time due until paid in full.

184. **RECOMMENDATIONS.** If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home

185. inspection company, home warranty company or any other person or entity to Seller for any purpose, such recommendation shall be independently

186. investigated and evaluated by Seller, who hereby acknowledges that Seller understands that said contractual arrangement may result in a commission

187. or fee to Broker.

188. **SUBSEQUENT OFFER:** Seller shall have the right to receive subsequent Offer(s) to Purchase the Premises unless otherwise agreed in an

189. accepted Offer to Purchase.

190. **WOOD INFESTATION REPORT:** During the Inspection Period, Seller or Buyer (whatever is negotiated in the Purchase Contract) will, at his expense,

191. place in escrow a Wood Infestation Report of all residences and buildings included in this sale prepared by a qualified licensed pest control operator

192. consistent with the rules and regulations of the Structural Pest Control Commission of the State of Arizona.

193. **SELLER'S OBLIGATIONS REGARDING WASTE DISPOSAL SYSTEMS.** Before Close of Escrow any septic alternative system on the Premises

194. shall be inspected at Seller's expense by an inspector recognized by the applicable governmental authority. Any necessary repairs shall be paid by

195. Seller, but not to exceed **one percent (1%) of the full purchase price** of whatever is negotiated in the Purchase Contract. If such costs exceed

196. this amount that the Seller agrees to pay, (1) the Buyer may immediately elect to cancel the Purchase Contract, or, (2) Seller may elect to cancel

197. the Purchase Contract unless Buyer agrees, in writing, to pay such costs in excess of those Seller agrees to pay. Seller shall deliver to Escrow

198. Company, at Seller's expense, any certification and/or documentation required.

199. **SELLER'S OBLIGATIONS REGARDING WELLS.** If any well is located on the Premises, Seller shall deliver to Escrow Company, before Close

200. of Escrow, a copy of the Arizona Department of Water Resources (ADWR) "Registration of Existing Wells". Escrow Company is hereby instructed

201. to send to the ADWR a "Change of Well Information". (ARS 45-593). Seller does not warrant the gallons per minute as reflected on the ADWR

202. certification of registration. Buyer may verify gallons per minute during Inspection Period through a certified flow test.

203. **DOCUMENTS.** In connection with any sale of the Premises, Seller consents to the use of the standard form of purchase contract used by Broker

204. and all other standard documents used by the escrow and title companies.

205. **COUNTERPARTS AND FACSIMILE.** This Listing may be executed in counterparts by the parties hereto. All counterparts so executed shall

206. constitute one Listing binding upon all parties hereto, notwithstanding that all parties do not sign the same counterpart. A facsimile copy of the

207. entire Listing which indicates that the Listing was fully executed shall be treated as an original Listing.

208. **ENTIRE AGREEMENT.** This Listing, any attached property data forms, exhibits and any addenda or supplements signed by the parties shall

209. constitute the entire Listing between Seller and Broker and supersedes any other written or oral agreements between Seller and Broker. This Listing

210. can be modified only by a writing signed by Seller and Broker.

211. **CONSTRUCTION OF LANGUAGE AND GOVERNING LAW.** The language of this Listing shall be construed according to its fair meaning and

212. not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate.

213. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. The headings or captions

214. of paragraphs in this Listing are for convenience and reference only and do not define, limit or describe the scope or intent of this Listing or the

215. provisions of such paragraphs. Whenever the words "include", "includes", or "including" are used in this Listing, they shall be deemed to be followed

216. by the words "without limitation". If this Listing is used for an exchange, option, or lease instead of a sale of the Premises, all language in this Listing

217. relating to the sale of the Premises shall be construed to apply to an exchange, option, or lease. This Listing shall be governed by the laws of the

218. State of Arizona.

219. **EQUAL HOUSING OPPORTUNITY.** Premises will be presented in compliance with federal, state and local fair housing laws and regulations.

220. SELLER'S NAME (PRINT) \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ DATE (Mo/Day/Yr) \_\_\_\_\_

221. SELLER'S NAME (PRINT) \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ DATE (Mo/Day/Yr) \_\_\_\_\_

222. SELLER'S ADDRESS \_\_\_\_\_

223. PHONE: HOME \_\_\_\_\_ OFFICE/WORK \_\_\_\_\_

224. **ACCEPTED:** In consideration of Seller's representations and promises in this Listing, Broker agrees to endeavor to effect a sale, exchange, option or rental in accordance with this Listing.

226. FIRM NAME/LISTING OFFICE \_\_\_\_\_ Phone (928) \_\_\_\_\_

227. DESIGNATED BROKER (PRINT) \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ DATE (Mo/Day/Yr) \_\_\_\_\_

228. FIRM ADDRESS \_\_\_\_\_

229. LISTING AGENT (PRINT) \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ DATE (Mo/Day/Yr) \_\_\_\_\_

230. Broker File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Date \_\_\_\_\_