

**EMPLOYMENT AGREEMENT EXCLUSIVE  
AUTHORIZATION AND RIGHT TO SELL**

The undersigned Owner(s) ("Owner") hereby employs and grants the undersigned licensed Arizona real estate broker ("Broker") the exclusive and irrevocable right to sell the real property described below ("Property") and/or to affect an exchange, option or rental pursuant to the terms of this Exclusive Right to Sell Listing Agreement ("Agreement"). Broker agrees to endeavor to affect such a sale, exchange, option or rental of the Property. Therefore, in consideration of the mutual covenants contained herein, Owner and Broker agree as follows:

**1. TERM**

This Agreement shall commence on \_\_\_\_\_

And expire at 11:59 P.M. on \_\_\_\_\_

If prior to the expiration of the Term a purchase contract is entered into in writing between Owner and a Buyer, then this Agreement shall be extended through the close of escrow or the termination of said purchase contract, whichever first occurs ("Extended Term").

**2. REAL PROPERTY**

Address: \_\_\_\_\_ Assessor's #: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ Arizona, Zip Code: \_\_\_\_\_

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

**3. LISTING PRICE**

The listing price shall be \$ \_\_\_\_\_ and upon the terms and conditions set forth in the Listing Input Sheet, or upon such other price and terms accepted by Owner.

**4. COMPENSATION TO BROKER.** Owner agrees to compensate Broker and Cooperating Brokers, as follows:

- a. **RETAINER.** Broker acknowledges receipt of a non-refundable retainer fee of \$ \_\_\_\_\_ payable to Broker for initial counseling, consultation, research and other services.
- b. **SALE COMPENSATION.** If Broker produces a ready, willing and able purchaser or tenant in accordance with this Agreement, or if a sale, option, rental or exchange of the Property is made by Owner or through any other agent, or otherwise, during the term of this Agreement, for services rendered, Owner agrees to pay Broker a compensation of \_\_\_\_\_.

**ADDITIONAL COMPENSATION:** \_\_\_\_\_

- c. **PURCHASE BY RENTER.** Owner agrees not to rent the Property during the term of this Agreement without first giving the Broker prior written notice. If during the term of such rental, including any renewals or holdovers, or within \_\_\_\_\_ days after its termination, the tenant, or any of such tenant's heirs, executors, or assigns shall buy the Property from Owner, the compensation described in Paragraph (b), above, shall be deemed earned by and payable to Broker.
- d. **AFTER EXPIRATION.** After the expiration of this Agreement, the same compensation, shall be payable, (1) if a sale, exchange, option, or rental is made by Owner to any person to whom the Property has been shown or with whom Owner or any Broker has negotiated concerning the Property during the term of this Agreement, within \_\_\_\_\_ days after the expiration of this Agreement, unless the Property 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 Property that was executed or opened during the term of this Agreement, or (3) with respect to any sale covered by Paragraph (c), above.
- e. **FAILURE TO CLOSE.** If completion of the sale is prevented by default of Owner, or with consent of Owner for reasons other than the Buyer's inability to perform, the entire compensation shall be paid directly by Owner to Broker within five (5) days of (i) Owner's cancellation or termination of escrow; of (ii) the date escrow was originally scheduled to close, whichever first occurs. If completion of the sale is prevented by default of the Buyer and the earnest deposit is forfeited for any reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the compensation.
- f. **PAYMENT FROM ESCROW.** Owner instructs the escrow company to pay all compensation due Broker in cash as a condition of closing or upon cancellation of the escrow, and to the extent necessary, irrevocably assigns Broker's portion of Owner's proceeds to Broker at the closing or cancellation of the escrow.

52 g. **OTHER BROKERS.** Owner authorizes Broker to cooperate with other Brokers and to divide all such compensation  
53 with other Brokers in any manner acceptable to Broker.

54 **5. AGENCY RELATIONSHIPS**

55 Owner understands that Broker is Owner's agent with respect to this listing. Owner understands that Broker, either  
56 acting directly or through one or more licensees within the same brokerage firm, may represent a prospect  
57 interested in the purchase or rental of the Property. Owner authorizes the Property to be shown to any such  
58 prospect and understands that Broker may legally represent both Owner and prospect in a transaction with the  
59 knowledge and informed consent of both parties.

60 Owner acknowledges that Broker is not responsible for the care, custody, control or condition of the Property or for  
61 its management (except under separate contract), maintenance, upkeep or repair.

62 **6. FIXTURES AND PERSONAL PROPERTY:** Except as excluded in Section 6(b) below, any sale of the Property shall  
63 include all existing fixtures on the Property, any existing personal property specified in Section 6 below, and all of the  
64 following items of personal property, to the extent located on the Property:

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

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

- 75 · affixed alternate power systems serving the Premises (i.e. - solar)
- 76 · in-ground pool and spa/hot tub equipment and covers (including any mechanical or other cleaning systems)
- 77 · water purification systems
- water softeners

78 a. Additional existing personal property included in this sale (if checked):

- 79  Refrigerator (description): \_\_\_\_\_
- 80  Washer (description): \_\_\_\_\_
- 81  Dryer (description): \_\_\_\_\_
- 82  Above Ground Spa/Hot Tub (description): \_\_\_\_\_
- 83  Additional items of personal property included in sale: \_\_\_\_\_
- 84 \_\_\_\_\_
- 85 \_\_\_\_\_

86 b.  Fixtures and leased items NOT included in sale: \_\_\_\_\_  
87 \_\_\_\_\_

88 Owner agrees that all excluded items will be removed from the Property prior to close of escrow.

89 **7. ACCESS AND LOCKBOX.** Owner acknowledges that a lockbox and any other keys left with or available to Broker will  
90 permit access to the Property by Broker or any other broker, with or without potential purchasers or tenants ("Prospects"),  
91 even when Owner or occupant is absent. Owner further acknowledges that, from time to time, unauthorized persons may  
92 have gained access to properties using lockboxes. Owner acknowledges that neither the Sedona Verde Valley Association  
93 of REALTORS® nor any Board or Association of REALTORS®, nor any broker (including Broker), is insuring Owner or  
94 occupant against theft, loss or vandalism resulting from any such access. Owner is responsible for taking such steps as  
95 may be necessary to secure and protect the Property during any time that a lockbox is being used and obtaining appropriate  
96 insurance.

97   (Owner's Initials). Owner  does /  does not authorize Broker to install and use, on the Property, a lockbox  
98 containing the key to the Property. If the Property is occupied by someone other than Owner, Owner will provide to the  
99 Broker the occupant's written permission for the installation of the lockbox and the publication and dissemination of the  
100 occupant's name and telephone number. In the case of a Rental, in obtaining such permission from an occupant, Owner  
101 acknowledges that Owner must comply with the Arizona Residential Landlord and Tenant Act, which provides, in part, that  
102 except in case of emergency, the landlord shall give the occupant at least two days' notice of the landlord's intent to enter  
103 and enter only at reasonable times in accordance with the Arizona Residential Landlord and Tenant Act.

104 **8. SIGNS.** Broker  is /  is not authorized to place Broker's sign(s) on the Property until the close of escrow or expiration  
105 of this Agreement, whichever first occurs.

- 108 9. **MULTIPLE LISTING SERVICE ("MLS").** Owner authorizes Broker to provide any and all information regarding the  
 109 Property to any MLS of which Broker is a participant and to publish and disseminate such information in print or  
 110 electronic form to MLS participants and the general public, including dissemination of the information through Internet  
 111 Data Exchanges ("IDX") and Virtual Office Websites ("VOWs"). Broker is authorized to report the sale, exchange, option  
 112 or rental of the Property and its price, terms and financing, for dissemination through the MLS to MLS participants  
 113 and the general public.
- 114 10. **PHOTO VIDEO OF PROPERTY.** Owner  does /  does not authorize the placement of photos and/or video images  
 115 to conduct virtual tours of the Property on the Internet and other media.
- 116 11. **ACCURACY OF INFORMATION.** Owner warrants that all information provided regarding the Property, including  
 117 information provided in the Listing Input Sheet is or will be at the time provided true, correct and complete. Owner shall  
 118 immediately advise Broker of any change in the information provided.
- 119 12. **REQUIRED OWNER DISCLOSURES.** Owner acknowledges that an owner of real property has certain disclosure  
 120 obligations to the Buyer. Therefore, Owner warrants that Owner shall disclose to Broker and Buyer all facts materially  
 121 affecting the value of the Property; any information, excluding opinions of value, that materially and adversely  
 122 affect the consideration to be paid by the Buyer; and all disclosures required by federal, state and local laws or regulations.
- 123 13. **OWNER COOPERATION.** Owner agrees to make all data, reports, documents and information pertaining to the  
 124 Property available to Broker and Buyer. Owner shall take no action that may tend to hinder Broker's performance  
 125 pursuant to this Agreement, agrees not to communicate directly with any other broker or potential buyer, and shall  
 126 refer all inquiries relating to the purchase of the Property to Broker.
- 127 14. **MAINTENANCE AND UTILITIES.** Owner shall maintain the Property in the same or similar condition through the  
 128 term of this Agreement or until close of escrow, whichever is earlier. Owner shall maintain continuous utility service to  
 129 the Property during the term of this Agreement or until close of escrow, whichever is earlier.
- 130 15. **INSURANCE.** During the term of this Agreement or until close of escrow, Owner agrees to safeguard or remove  
 131 valuables located in the Property and maintain appropriate insurance to insure the Property against any loss, including  
 132 but not limited to damage, theft, vandalism, fire and personal injury.
- 133 16. **EQUAL HOUSING OPPORTUNITY.** The Property shall be marketed and sold in compliance with federal, state, and  
 134 local fair housing laws and regulations. Broker and Owner agree to abide by all local, state, and federal laws prohibiting  
 135 discrimination against an individual or group of individuals. Owner is also aware and agrees that REALTORS® must  
 136 adhere with the National Association of REALTORS® Code of Ethics which, in Article 10, states: *REALTORS® shall not deny*  
 137 *equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national*  
 138 *origin, or sexual orientation. REALTORS® shall not be parties to any plan or agreement to discriminate against a person or*  
 139 *persons on the basis of race, color, religion, sex, handicap, familial status, national origin, or sexual orientation.*
- 140 17. **INDEMNIFICATION.** Owner agrees to indemnify and hold Broker, all Boards or Associations of REALTORS®, and all  
 141 other Brokers harmless against any and all claims, liability, damage or loss arising from any misrepresentation or breach  
 142 of warranty by Owner in the Agreement, and incorrect information supplied by Owner and any facts concerning the Property  
 143 not disclosed by Owner, including without limitation, any facts known to Owner relating to adverse conditions or latent  
 144 defects. The Sedona Verde Valley Association of REALTORS®, Inc. and the MLS are third-party beneficiaries of the  
 145 indemnification.
- 146 18. **ALTERNATIVE DISPUTE RESOLUTION ("ADR").** Buyer and Owner agree to mediate any dispute or claim arising out of  
 147 or relating to this Agreement in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed. All  
 148 mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the  
 149 unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an  
 150 arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the  
 151 dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules  
 152 for the Real Estate Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award  
 153 rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party  
 154 may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the  
 155 other and, in such event, either party shall have the right to resort to court action.
- 156 19. **RECOMMENDATIONS.** If any Broker recommends a builder, contractor, or any other person or entity to Owner for any  
 157 purpose, recommendation will be independently investigated and evaluated by Owner, who hereby acknowledges that any  
 158 decisions to enter into any contractual arrangements with any such person or entity recommended by any Broker will be  
 159 based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement  
 160 may result in a compensation or fee to Broker. Owner agrees it will allow no mechanic's liens to be recorded against the  
 161 Property during the term of this Employment Agreement or at any time prior to close of escrow.
- 162 20. **SUBSEQUENT OFFER.** Broker acknowledges that Owner has the right to accept subsequent offers until the close of  
 163 escrow in the case of sale. Owner understands that any subsequent offers accepted by Owner must be back up  
 164 offers, namely contingent on the cancellation or other nullification of any contracts arising upon the acceptance of earlier  
 165 offers.

- 168 21. **CAPACITY.** Owner warrants that Owner has full power and authority to enter into this Agreement, sell the  
 169 Property, and consummate all transactions contemplated hereby. At close of escrow, Owner shall provide to Buyer good  
 170 and marketable title, evidenced by an American Land Title Association Homeowner's Insurance Policy or, if not available,  
 171 a Standard Owner's Title Insurance Policy.
- 172 22. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of the obligations contained in this Agreement
- 173 23. **COUNTERPARTS AND FACSIMILE.** This Agreement may be executed in any number of counterparts by the parties  
 174 hereto. All counterparts so executed shall constitute one Agreement binding upon all parties hereto, notwithstanding that  
 175 all parties do not sign the same counterpart. A facsimile copy of the entire Agreement which indicates that the Agreement  
 176 was fully executed shall be treated as an original Agreement.
- 177 24. **CONSTRUCTION OF LANGUAGE AND GOVERNING LAW.** The language of this Agreement shall be construed  
 178 according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter  
 179 shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the  
 180 number consistent with circumstances and context. The headings or captions of paragraphs in this Agreement are for the  
 181 convenience and reference only and do not define, limit or describe the scope or intent of this Agreement or the provisions  
 182 of such paragraphs. If this Agreement is used for an exchange, option, or lease instead of sale of the Property, all language  
 183 in this Agreement relating to the sale of Property shall be construed to apply as appropriate, to an exchange, option or  
 184 lease. For example, Owner shall be deemed to be Exchanger, Optionor, or Landlord respectively. This Agreement shall  
 185 be governed by the laws of the State of Arizona. All parties to this Agreement agree that it may be modified by email, or  
 186 other electronic transmission, with the mutual consent of all parties. Such modifications include, but are not limited to,  
 187 extensions of the Agreement and price changes. This Agreement is binding upon all parties, their heirs, successors,  
 188 personal representative and assigns.
- 189 25. **ENTIRE AGREEMENT.** This Agreement, the Listing Input Sheet and any attached exhibits and any addenda or  
 190 supplements signed by the parties, shall constitute the entire Agreement between Owner and Broker and supersede any  
 191 other written or oral agreements between Owner and Broker. Owner agrees to promptly notify Broker if, during the term of  
 192 this Agreement, there is any material change in the information provided for the purpose of completing said forms. This  
 193 Agreement can be modified only in writing signed by Owner and Broker.

194 **THE TERMS AND CONDITIONS ON EACH PAGE HEREOF AND ALL INFORMATION ON THE LISTING INPUT SHEET BY**  
 195 **REFERENCE, ARE INCORPORATED HEREIN.**

196 **COMPENSATION PAYABLE FOR THE SALE, LEASING OR MANAGEMENT OF PROPERTY IS NOT SET BY ANY BOARD**  
 197 **OR ASSOCIATION OF REALTORS® OR MULTIPLE LISTING SERVICE, OR IN ANY MANNER OTHER THAN BY**  
 198 **NEGOTIATION BETWEEN THE BROKER AND THE CLIENT.**

199 **BY SIGNING BELOW, OWNER ACKNOWLEDGES THAT SHE/HE HAS READ, UNDERSTANDS AND ACCEPTS ALL**  
 200 **TERMS AND PROVISIONS CONTAINED HEREIN AND THAT SHE/HE HAS RECEIVED A COPY OF THIS AGREEMENT.**

201 \_\_\_\_\_  
 202 Owner's Signature MO/DA/YR Owner's Signature MO/DA/YR

203 \_\_\_\_\_  
 204 Print Name of Owner Phone Print Name of Owner Phone

205 \_\_\_\_\_  
 206 Email Address Email Address

207 \_\_\_\_\_  
 208 Address City/Town State Zip Code

209 In consideration of Owner's representations and promises in this Agreement, Broker agrees to endeavor to affect a sale,  
 210 exchange, option or rental in accordance with this Agreement and further agrees to file this Agreement for publication by the  
 211 Sedona Verde Valley Association of REALTORS® Multiple Listing Service (SVVAR MLS) and disseminate the Agreement  
 212 information to the users of SVVAR MLS.

213 \_\_\_\_\_  
 214 Brokerage Office Address Phone

215 \_\_\_\_\_  
 216 Agent's Signature MO/DA/YR Acceptance by Broker MO/DA/YR

217 For Broker's Office Use Only: Broker's File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ MO/DA/YR \_\_\_\_\_