

Bullhead City/Mohave Valley Association of REALTORS®
EXCLUSIVE EMPLOYMENT AGREEMENT
Exclusive Right to Sell -Revision 03/2006

1 **THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY BULLHEAD**
2 **CITY/MOHAVE VALLEY ASSOCIATION OF REALTORS®. THIS IS A BINDING CONTRACT. IF YOU**
3 **DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.**

4 **EXCLUSIVE RIGHT TO SELL:** I/We, the Owner(s) of the Property described below, are the Owner(s) of
5 record (hereafter referred to as "Seller") and have the legal capacity and authority to and hereby give the Real
6 Estate Company named on line 260 (hereafter referred to as "Listing Broker") the irrevocable and Exclusive Right
7 to Sell the Property through this Listing Agreement (hereafter referred to as "Agreement"). The only parties to
8 this Agreement are the Seller and the Listing Broker.

9 **TERM:** This Exclusive Right to Sell the Property begins on Commencement Date (MO/DA/YR) and shall end at midnight
10 on Expiration Date (MO/DA/YR), except that the Agreement shall continue in full force and effective through
11 completion of sale of the Property if the offer to sell was entered into before the expiration time stated above.

12 **THE PROPERTY:** The Seller warrants to the Brokers, Agents, and Bullhead City/Mohave Valley Association
13 of REALTORS® (hereafter referred to as the "Association"), and Buyers that the information being provided is
14 complete, true and accurate, and agrees to offer for sale the following described property, together with all
15 fixtures, improvements and appurtenances incident thereto, including personal property listed below(collectively)
16 referred to herein as the "Property").

17 Property Address: _____ Assessor's #: _____

18 City/Town/Municipality: _____ County: _____, AZ Zip Code: _____

19 Legal Description: _____

20

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

32 Additional Existing Personal Property Included: List any personal property being sold, at no additional cost, here

33

34 Fixtures and Leased Equipment NOT Included: List any fixtures that will not transfer with the property here

35 **LISTED PRICE:** The Property shall be offered for sale at \$ Purchase Price and upon such terms and conditions
36 as provided for in the Property Profile Sheet, signed by the Seller, which shall be considered part of this
37 agreement, or at such other price, terms and conditions as subsequently agreed by Seller and Listing Broker.
38 Seller authorizes the Listing Broker to update and correct information in the Property Profile Sheet as necessary.

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Sellers Initials: _____ / _____

39 **BROKERAGE FEE:** COMMISSIONS PAYABLE FOR THE SALE, LEASING OR MANAGEMENT OF
40 PROPERTY ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS® OR MULTIPLE LISTING
41 SERVICE OR IN ANY MANNER. COMMISSIONS ARE NEGOTIATED BETWEEN THE
42 LISTING BROKER AND SELLER.

43 **NON-REFUNDABLE RETAINER FEE:** Listing Broker acknowledges receipt of a non-refundable retainer fee in
44 the amount of \$ _____ payable to Listing Broker for initial consultation and research, which fee has

45 been earned and **Shall** **Shall Not** be credited against any other compensation owed by Seller to Listing Broker
46 as provided on lines 47 through 48.

47 **COMMISSION:** Seller shall owe the Listing Broker a fee of: _____%, of final purchase price with _____% to be
48 given to the buyer's agent PLUS a \$495 transaction fee to be paid at closing _____

49 Upon the occurrence of the following events:

50 A. During the term of this Agreement, the Listing Broker, or other real estate Broker cooperating with
51 The Listing Broker produces a Buyer ready, willing and able to purchase the Property according to
52 price and terms offered in this Agreement or at such other price, terms and conditions as
53 subsequently agreed by Seller; or

54 B. Seller sells/transfers/leases/auctions the Property, unilaterally terminates this Agreement or otherwise
55 makes the Property unavailable to the Listing Broker for sale during the term of this Agreement; or

56 C. An offer to sell is signed by the Seller within 90 (days) after the termination of This Agreement;
57 for the sale, exchange or other conveyance of title to any person(s) shown the Property during the
58 term of this Agreement by Listing Broker, or any other cooperating Broker or the Seller, unless the
59 Property has been re-listed during this period on an exclusive basis with any other Broker; or

60 D. If selling the Property is prevented by a transfer of the Property related to a condemnation or a
61 threatened condemnation or a negotiated transaction related to a taking or threatened sale to a
62 government, federal, state, regulatory, county, or local agency, acting under the power of eminent
63 domain or the threat of that power; or

64 E. If the completion of the sale is prevented by the Seller.

65 With regard to a sale of the Property through the Listing Broker, said fee shall be paid at the time of and as a
66 condition of closing, in all other cases said fee shall be paid at the time as described above in lines 49 through 64.
67 Delivery of separate escrow instructions or a copy of this Agreement to escrow company shall constitute
68 instructions to escrow agent to disburse commissions to Listing Broker and any cooperating Broker as provided
69 herein. Seller authorizes Listing Broker to provide escrow instructions to escrow agent for payment of brokerage
70 fee in accordance with this Agreement. If the earnest deposit is forfeited for any reason, Seller shall pay the
71 Listing Broker, at the exclusive option of the Listing Broker, a brokerage fee equal to one-half of the earnest
72 deposit, providing such payment shall not exceed the full amount of the brokerage fee. Nothing in this paragraph
73 shall be construed as limiting applicable provisions of law relating to when brokerage fees are earned or payable.

74 **REPRESENTATION/COOPERATION:** Brokers and their Agents may represent the Seller, the Buyer or both.
75 By signing this Agreement, the Listing Broker and its Agents become the Agent of the Seller (Seller's Agent) and
76 have the fiduciary duties of loyalty, obedience, disclosure, confidentiality and accountability to the Seller. Seller
77 may be responsible for the actions and representations of the Listing Broker and its Agents. The Listing Broker is
78 directed to place this listing in the MLS and extend an offer of cooperation and compensation to other participants
79 of the service as indicated as follows.

80 **OTHER BROKERS:** Seller authorizes Listing Broker to divide all such compensation with other Brokers in any
81 manner acceptable to Listing Broker. Compensation offered to cooperating Brokers shall be indicated on the
82 Property Profile Sheet.

83 **BUYER'S BROKER:** Buyer's Brokers are those Brokers and their Agents who elect to represent the Buyer and
84 not the Seller. A Buyer's Agent has the fiduciary duties of loyalty, obedience, disclosure, confidentiality and
85 accountability to the Buyer. The Buyer's Agent may receive compensation from the Buyer and/or Listing Broker.

86 **Seller** **DOES** **DOES NOT** authorizes Listing Broker to offer cooperation and compensation to Buyer's Agents.

87 **DUAL AGENTS (also known as "Limited Agents"):** A dual agency (or "Limited Agency") may occur when the
88 Listing Broker procures a Buyer for the Property. In this situation, the same real estate company may be
89 representing the Seller's interest and the Buyer's interest. A dual agency may occur in this or other ways. Broker
90 and their Agents can legally represent both the Seller and the Buyer with the knowledge and written consent of
91 both the Seller and the Buyer. A Dual Agent has the duties of loyalty, obedience, disclosure, confidentiality and
92 accountability to both the Seller and the Buyer. Seller recognizes that in a Dual Agency situation, the duties
93 normally owed to the Seller by the Listing Broker and his Agents may be limited in that confidential information
94 concerning the Buyer may not be disclosed to the Seller (and likewise, confidential information concerning the
95 Seller may not be disclosed to the Buyer). Seller agrees that the Listing Broker and their Agents may not be liable
96 for failing or refusing to disclose confidential information. The Dual Agent may receive compensation from the
97 Buyer and/or the Listing Broker with the consent of all parties.

98 **Seller** **DOES** **DOES NOT** authorizes Listing Broker to offer compensation to Dual Agents.

99 **CONDUCT:** Regardless of representation, Brokers and their Agents have the following obligations to both the
100 Seller and the Buyer:

- 101 A. To treat all parties to a transaction fairly as required by law. REALTORS® are obligated by the
102 Code of Ethics to treat all parties to a transaction honestly.
103 B. A duty to disclose all facts in writing known to the Broker which may materially and adversely
104 affect the consideration to be paid for the Property.

105 **SIGNS:** Seller **AGREES**, **DOES NOT AGREE**, to the placement of a "For Sale" sign together
106 with the appropriate name riders, etc., and upon acceptance of an offer for the Property a "Sold" sign or sign rider
107 that indicates the Property is in escrow. Seller agrees to remove all other "For Sale" signs upon the effective date
108 of this Agreement. **There will need to be an option selected on Line 105. Either the seller agrees to have a sign or
they don't want one.**

109 **VIDEO/STILL IMAGES:** **Seller** **AGREES**, **DOES NOT AGREE**, to the placement of video and
110 still images of the Property on the Internet and other forms of media. Seller understands that the public will have
111 unlimited access to the video and still images. **If the seller doesn't want photos taken, you will need to let them know that we can't list
it on MLS without a photo which will severely impact the ability to sell the property.**

112 **ACCESS AND KEYSAFE:** Seller **DOES**, **DOES NOT**, authorize Listing Broker to install and use
113 at the Property a key safe containing a key to the Property. A key safe permits access to the Property, not only to
114 the Listing Broker, but also any member of the Association, together with potential Buyers, even when the Seller
115 is not present. Seller authorizes and agrees to cooperate with the Listing Broker and any other cooperating Broker
116 and Agents to preview and show the Property at reasonable times and upon reasonable notice. **Seller shall
117 provide Listing Broker with written permission for access from the occupant of the Property, if occupant is
118 a person other than the Seller or if Property is subject to a rental agreement. There will need to be an option
selected on Line 112. Either the seller agrees to have a lockbox or they don't want one.**

119 **HOME WARRANTY PLAN:** Seller is aware they may be required to provide the Buyers, at Seller's expense, a
120 home warranty plan acceptable to the Seller promptly after signing the Agreement. Home warranty plans may
121 provide benefits to the Seller and Buyer of the property.

122 **SELLER'S OBLIGATIONS:** Seller agrees to complete and return to Listing Broker a Seller Property
123 Disclosure Statement form as supplied by Listing Broker within five (5) calendar days after receipt of form.
124 Seller will be required to supply to Buyer all pertinent data in Seller's possession pertaining to the Property.
125 Seller is obligated to disclose all facts known to Seller concerning any adverse problems at or affecting the
126 Property, and will disclose any such problems upon discovery. Seller is aware that Seller may be responsible for
127 failing to disclose such information and for misrepresenting the condition of the Property. Seller shall inform the
128 Listing Broker, in writing, of any subsequently discovered information, which makes inaccurate or incomplete,
129 any information previously disclosed, as soon as possible after such information is discovered.

130 **TERMITE INSPECTION:** Seller is aware a wood infestation report may be required to be placed in escrow by
131 lender or Buyer. Buyer will place in escrow a wood infestation report by a licensed pest control contractor which,
132 when considered in its entirety indicates that all residences and buildings attached to the property are free from
133 evidence of wood destroying insect or organism infestation and related damage.

134 **PROPERTY CONDITION:** Seller is responsible for the care, repair, custody, management and condition of the
135 Property and agrees to maintain the Property in the same or better condition as on the effect date of this
136 Agreement through the close of escrow.

137 **INSURANCE CLAIMS HISTORY:** Seller shall deliver to Buyer a written five-year insurance history
138 regarding Property (or claims history for the length of time Seller has owned the Property if less than five (5)
139 years) from the Seller's insurance company or an insurance support organization or consumer reporting agency, or
140 if unavailable from these sources, from Seller, within five (5) days after contract acceptance.

141 **ON SITE WASTE WATER TREATMENT SYSTEM:** If the Property is served in whole or in part by an on
142 site waste water treatment system, Seller shall, at Seller's expense, place in escrow a document of certification
143 which is required by local Health Department, other regulatory body, or applicable statute. If a public sewer line
144 of sufficient capacity exists within 400 feet of the Property, the lender or local health authority may require
145 connection upon transfer of ownership.

146 **HOMEOWNER'S ASSOCIATION INFORMATION:** If the Property is located within a Homeowner's
147 Association/Condominium/Planned Unit Development of fifty (50) or less units, no later than ten (10) days after
148 acceptance of the contract Seller shall:

149 1) Disclose in writing to Buyer any known existing or pending special assessments, claims or litigation,
150 and

151 2) Provide to Buyer copies of covenants, conditions and restrictions; Articles of incorporation; bylaws;
152 other governing documents; Homeowner's Association approval of transfer, if applicable; current
153 financial statement including reserve statement and/or budget, and any other documents and
154 information required by law.

155 **LEAD BASED PAINT:** If Property was constructed prior to 1978, at the time of this Agreement, Seller shall
156 complete a Disclosure of Lead Based Paint and Lead Paint Hazards.

157 **TITLE:** Seller shall convey title by general warranty deed. Buyer shall be provided at Seller's expense an
158 American Land Title ("ALTA") Homeowner's Title Insurance Policy, or if not available, an ALTA Residential
159 Title Insurance Policy ("Plain Language" / "1-4 units") or, if not available, a Standard Owner's Title Insurance
160 Policy.

161 **CLOSING:** Seller agrees that close of escrow shall be defined as recordation of the closing documents. Seller
162 shall sign all appropriate closing documents prior to recordation. Seller will pay a prorated portion of taxes,
163 assessments, homeowner's association fees, insurance premiums and other cost related to the Property. Seller's
164 proceeds shall be distributed after recordation.

165 **FIRPTA:** Upon Listing Broker's request, Seller agrees to complete, sign and deliver to escrow company a
166 certificate concerning whether Seller is a foreign person or non-resident alien pursuant to the Foreign Investment
167 in Real Property Tax Act of 1980 (FIRPTA).

168 **INDEMNIFICATIONS:** The Association is not party to this Agreement. As a condition of this Agreement,
169 Seller agrees to indemnify and hold harmless the Association, their employees and volunteers, the Listing Broker
170 and its Agents, Buyer's Agents and all other Cooperating Brokers against any and all claims, liability, damage or
171 loss (including attorney's fees) arising from any misrepresentation or breach of warranty by Seller from any
172 incorrect information supplied by Seller or from any facts known to Seller relating to adverse conditions or latent
173 defects or hazardous substances located in, on or adjacent to the Property.

174 **Sellers Initials Required:** _____ / _____
175 Seller Seller

176 **RECOMMENDATIONS:** If the Listing Broker or Cooperating Brokers or Agents should recommend a
177 contractor, service or any other person or entity to the Seller for any purpose, such recommendations shall be
178 independently investigated by the Seller and the Seller shall not hold the Listing Broker or Cooperating Broker or
179 Agents legally accountable for making such recommendations. Seller understands that said recommendation may
180 result in compensation to Listing Broker or Cooperating Broker or Agents and such compensation shall be
181 disclosed in writing to the Seller.

182 **OTHER SELLERS AND PROSPECTS:** Seller understands that other owners may employ a Listing Broker
183 to sell, exchange or option properties similar to that of the Seller. Seller consents to any agency representation by
184 Listing Broker of such other owners before, during and after the expiration of this Agreement. Seller further
185 understands that the Property may not be presented or shown to every prospect encountered by the Listing Broker
186 and its Agents.

187 **FAIR HOUSING:** The Property is offered to all persons without respect to their ancestry, race, religion, color,
188 sex, sexual preference, handicap, martial status, family status, age or national origin or any other category
189 mandated by prevailing federal, state, statutes or ordinances as may be amended from time to time.

190 **MULTIPLE OFFERS:** In the event there are multiple offers submitted for Seller's consideration, Seller
191 instructs Broker to:

192 **Notify all Agents/Brokers that have submitted an offer, that there are multiple offers and**
193 **instruct Agents/Brokers that the Seller will be selecting the highest and best offer at a disclosed**
194 **time and date.**

195 Notify all Agents/Brokers as to the price and terms of the best offer submitted until such
196 time that the Seller agrees to accept one of the offers. (Seller acknowledges that disclosing the
197 current offering price and terms of the best offer may not generate a higher and better offer than the
198 price and terms of the best offer submitted.)

199 Is to be determined at time of offer. ****Best Practice is to use this option. You are required to present all offers to the
seller and it is best to leave their options open until such time that multiple
offers occur.**

200 Other: _____
201 _____

202 **BACKUP OFFERS:** Broker acknowledges the Seller has the right to accept subsequent offers of escrow in the
203 case of a sale or until occupancy by a tenant in the case of a rental. Seller understands that any subsequent offers
204 accepted by Seller must be backup offers, namely, contingent on the cancellation or other nullification of any
205 contract arising upon the acceptance of earlier offers. Within forty-eight (48) hours (excluding weekends and
206 official holidays) of the execution of a Purchase Contract by Seller and Buyer, Broker shall change the status of
207 the listing from "active" to "pending" in the Multiple Listing Service computer system unless Seller instructs

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208 Broker in writing to continue to market the Property, in which case, the Listing will be changed to "under
209 contract, continue to show".

210 **MEDIATION/ARBITRATION:** The Association may provide for resolution of disputes through mediation
211 and/or arbitration.

212 **ATTORNEY'S FEES:** In any action or proceeding to enforce any provisions of this Agreement, or for damages
213 caused by default, the prevailing party shall be entitled to reasonable attorney's fees and related expenses, such as
214 expert witness fees, fees paid to investigators and court cost. Additionally, if the Listing Broker hires an attorney
215 to enforce the collection of any brokerage fee and is successful in collecting some or all of said brokerage fee with
216 or without commencing a legal action or proceeding, Seller agrees to pay such attorneys' fees and cost.

217 **ARIZONA LAW:** This Agreement shall be governed by Arizona Law.

218 **COUNTERPARTS AND FACSIMILE:** This Listing may be executed in any number of counterparts by the
219 parties hereto. All counterparts so executed shall constitute one Listing binding upon all parties. A facsimile
220 copy of the entire Listing which indicates that the Listing was fully executed shall be treated as an original
221 Listing.

222 **ENTIRE AGREEMENT:** This Agreement, the Property Profile Sheet, any attached exhibits and any addenda or
223 supplements signed by the parties, shall constitute the entire Agreement between Seller and Listing Broker and
224 supersede any other written or oral agreements between Seller and Listing Broker and will be in force and effect
225 until the expiration date. **Any release or modification requested by Seller prior to the agreed upon**
226 **expiration date will be at the sole option of the Listing Broker, including any conditions of said release.**
227 Seller agrees not to advertise or market, in any way, the Property without the express written permission of the
228 Listing Broker. The preprinted portions of this Agreement may not be modified without the express written
229 permission of the Association. Modifications must be in writing and signed by Listing Broker and Seller in
230 accordance with the Association's Rules and Regulations. The Failure to initial any page of this Agreement will
231 not affect the validity or terms of this Agreement.

232 **Note:** *Seller acknowledges that signing more than one Listing Agreement (Exclusive Right to Sell) for all or part*
233 *of the same time period could require the Seller to pay more than one brokerage fee.*

234 **ADDITIONAL TERMS, MODIFICATIONS OR INFORMATION:** _____

235 **Property to be listed in Multiple Listing System (MLS) after all marketing is completed.** _____

236 _____

237 _____

238 _____

239 _____

240 _____

241 _____

Sellers Initials: _____ / _____

242 **AGREED:**

243 _____
244 **Print Seller Name** (MO/DA/YR)

_____ (MO/DA/YR)

245 _____
246 **Seller's Signature**

247 _____
248 **Seller's Address**

_____ Seller's Home Phone Seller's Home Fax

249 _____
250 **City State Zip**

_____ Seller's Office Phone Seller's Office Fax

251 _____
252 **Seller's E-mail Address**

253 _____
254 **Print Listing Agent's Name**

255 _____
256 **Listing Agent's Phone**

257 **ACCEPTED:**

258 _____
259 **Print Designated Broker's Name**

Listing Agent will Sign Here

_____ **Authorized Signature** (MO/DA/YR)

260 _____
261 **Print Real Estate Company Name**

_____ **Address**

262 _____
263 **Company Phone Company Fax**

_____ **City State Zip**

264 _____
265 **E-mail Address**

File No. _____

Designated Broker or Designee Initials: _____

Date: _____