



LISTING AGREEMENT (Exclusive Right to Sell)



THE PRE-PRINTED PORTIONS OF THIS LISTING AGREEMENT (AGREEMENT) HAVE BEEN APPROVED BY THE TUCSON ASSOCIATION OF REALTORS® / MULTIPLE LISTING SERVICE, INC. THIS IS A BINDING CONTRACT. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

1 **EXCLUSIVE RIGHT TO SELL:** I/We, the Owner(s) of the Property described below, are the Owner(s) of record
2 (hereafter referred to as "Seller") and have the legal capacity and authority to and hereby give the Real Estate
3 Company named on line 256 (hereafter referred to as "Listing Broker") the irrevocable and Exclusive Right to Sell the
4 Property through this Listing Agreement (hereafter referred to as "Agreement"). The only parties to this Agreement
5 are the Seller and the Listing Broker.

6 **TERM:** This Exclusive Right to Sell the Property begins on [] MO/DA/YR and shall end at midnight
7 on [] MO/DA/YR , except that the Agreement shall continue in full force and effect through the
8 completion of sale of the Property if the offer to sell was entered into before the expiration time stated above.

9 **THE PROPERTY:** The Seller warrants to the Brokers, Agents, Tucson Association of REALTORS®/Multiple Listing
10 Service, Inc. (hereafter referred to as "MLS"), and Buyers that the information being provided is complete, true and
11 accurate and agrees to offer for sale the following described Property, together with all fixtures, improvements and
12 appurtenances incident thereto, including personal property listed below (collectively referred to herein as the
13 "Property"):

14 Property Address: _____ Assessor's #: _____

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

16 Legal Description: _____

17 _____

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

29 Additional Existing Personal Property Included: _____

30 _____

31 Fixtures and Leased Equipment NOT Included: _____

32 _____

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

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

page 1 of 6 ©Copyright Tucson Association of REALTORS®/Multiple Listing Service, Inc. – 07/03 Seller Initials: ____/____

41 **NON-REFUNDABLE RETAINER FEE:** Listing Broker acknowledges receipt of a non-refundable retainer fee in the
42 amount of payable to Listing Broker for initial consultation and research, which fee
43 has been earned and credited not credited against any other compensation owed by Seller to Listing Broker
44 as provided on line 45 through 48.

45 **COMMISSIONS:** Seller shall owe the Listing Broker a fee of: 3% of the gross sales price which will
46 be paid to the Selling Broker if Buyer is represented by a Realtor/Real Estate
47 Broker.

48 upon the occurrence of any of the following events:

- 49 A. During the term of this Agreement, the Listing Broker, or other real estate Broker cooperating with the Listing
50 Broker, produces a Buyer ready, willing and able to purchase the Property according to price and terms offered in
51 this Agreement or at such other price, terms and conditions as subsequently agreed by Seller; or
52 B. Seller sells/transfers/leases/auctions the Property, unilaterally terminates this Agreement or otherwise makes the
53 Property unavailable to the Listing Broker for sale during the term of this Agreement; or
54 C. An offer to sell is signed by the Seller within days after the termination of this Agreement, for
55 the sale, exchange or other conveyance of title to any person(s) shown the Property during the term of this
56 Agreement by the Listing Broker, any other Cooperating Broker or the Seller, unless the Property has been re-
57 listed during this period on an exclusive basis with any other Broker; or
58 D. If selling the Property is prevented by a transfer of the Property related to a condemnation or a threatened
59 condemnation or a negotiated transaction related to a taking or threatened taking or a sale to a governmental,
60 federal, state, regulatory, county or local agency, acting under the power of eminent domain or the threat of that
61 power; or
62 E. If the completion of the sale is prevented by the Seller.

63 With regard to a sale of the Property through the Listing Broker, said fee shall be paid at the time of and as a condition
64 of closing; in all other cases said fee shall be paid at the time as described above in lines 49 through 62. Delivery of
65 separate escrow instructions or a copy of this Agreement to escrow company shall constitute instructions to escrow
66 agent to disburse commissions to Listing Broker and any Cooperating Broker as provided herein. Seller authorizes
67 Listing Broker to provide escrow instructions to escrow agent for payment of commission of brokerage fee in
68 accordance with this Agreement. If the earnest deposit is forfeited for any reason, Seller shall pay the Listing Broker,
69 at the exclusive option of the Listing Broker, a brokerage fee equal to one-half of the earnest deposit, provided such
70 payment shall not exceed the full amount of the brokerage fee. Nothing in this paragraph shall be construed as
71 limiting applicable provisions of law relating to when brokerage fees are earned or payable.

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

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

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

84 Yes, No Seller authorizes Listing Broker to offer cooperation and compensation to Buyer's Agents

85 **DUAL AGENTS (also known as "limited agents"):** A dual agency (or limited agency) may occur when the Listing
86 Broker procures a Buyer for the Property. In this situation, the same real estate company may be representing the
87 Seller's interest and the Buyer's interest. A dual agency may occur in this or in other ways. Brokers and their Agents
88 can legally represent both the Seller and the Buyer with the knowledge and written consent of both the Seller and
89 Buyer. A Dual Agent has the duties of loyalty, obedience, disclosure, confidentiality and accounting to both the Seller
90 and the Buyer. Seller recognizes that in a dual agency situation, the duties normally owed the Seller by the Listing
91 Broker and his Agents may be limited in that confidential information pertaining to the Buyer may not be disclosed to

92 the Seller (and likewise, confidential information concerning the Seller may not be disclosed to the Buyer). Seller
93 agrees that the Listing Broker and his Agents shall not be liable for failing or refusing to disclose confidential
94 information. The Dual Agent may receive compensation from the Buyer and/or from the Listing Broker with the
95 consent of all parties.

96 Yes, No Seller authorizes Listing Broker to offer cooperation and compensation to Dual Agents.

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

99 A. To treat all parties to a transaction fairly as required by law. REALTORS® are obligated by the Code of Ethics to
100 treat all parties to a transaction honestly.

101 B. A duty to disclose all facts in writing known to the Broker which may materially and adversely affect the
102 consideration to be paid for the Property.

103 **SIGNS:**

104 Seller agrees, does not agree to the placement of a "For Sale" sign together with appropriate name riders,
105 etc., and upon acceptance of an offer for the Property a "Sold" sign or sign rider that indicates the Property is in
106 escrow. Seller agrees to remove all other "For Sale" signs upon the effective date of this Agreement.

107 **VIDEO/STILL IMAGES:**

108 Seller agrees, does not agree to the placement of video and still images of the Property on the Internet and
109 other forms of media. Seller understands that the public will have unlimited access to the video and still images.

110 **ACCESS AND KEYSAFE:**

111 Seller does, does not authorize Listing Broker to install and use at the Property a key safe containing a key
112 to the Property. A key safe permits access to the Property, not only to the Listing Broker, but also to any member
113 of the Tucson Association of REALTORS®/Multiple Listing Service, Inc., together with potential Buyers, even when
114 Seller is not present. Seller authorizes and agrees to cooperate with Listing Broker and any other Cooperating
115 Brokers and Agents to preview and show the property at reasonable times and upon reasonable notice. **Seller**
116 **shall provide Listing Broker with written permission for access from the occupant of the Property, if**
117 **occupant is a person other than the Seller or if Property is subject to a rental agreement.**

118 **HOME WARRANTY PLAN:**

119 Seller agrees, does not agree to provide, at Seller's expense, a home warranty plan acceptable to Seller
120 promptly after signing this Agreement. Home warranty plans may provide benefits to the Seller and the Buyer of
121 the Property.

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

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

136 **INSURANCE:** Seller is responsible for maintaining appropriate insurance to cover possible liability and losses from
137 access, including liability for bodily injury and losses due to theft and vandalism.

138 **C.L.U.E. REPORT:** Seller shall, at Seller's expense, provide a C.L.U.E. (Comprehensive Loss Underwriting
139 Exchange) Report, or its equivalent, to the Listing Broker as soon as possible to determine the premises' insurability
140 by the future Buyer. Seller shall inform Listing Broker, in writing, of any claim made after the date of the initial
141 C.L.U.E. Report or its equivalent. **Note:** This report may contain personal information (i.e., Social Security
142 Number, Date of Birth) that Seller is encouraged to delete prior to delivery.

143 **SEPTIC SYSTEM:** If the Property is served in whole or in part by a septic disposal system, Seller shall, at Seller's
144 expense, place in escrow a document of certification which is required by the local Health Department, other
145 regulatory body, or applicable statute. If a public sewer line of sufficient capacity exists within 200 feet of the
146 Property, the lender or local health authority may require connection upon any transfer of ownership.

147 **HOMEOWNER'S ASSOCIATION INFORMATION:** If the Property is located within a Homeowner's
148 Association/Condominium/Planned Unit Development of fifty (50) or more units, the Seller agrees to complete a
149 Homeowner's Association Information form as supplied by Listing Broker, within the time prescribed by Arizona law.
150 If the Homeowner's Association has less than fifty (50) units, no later than ten (10) days after acceptance of the
151 Contract the Seller shall: (1) disclose in writing to Buyer any known existing or pending special assessments,
152 claims or litigation, and (2) provide to Buyer copies of Covenants, Conditions and Restrictions; Articles of
153 Incorporation; bylaws; other governing documents; homeowner's association approval of transfer, if applicable;
154 current financial statement including reserve statement and/or budget, and any other documents and information
155 required by law.

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

158 **TITLE:** Seller shall convey title by general warranty deed. Buyer shall be provided at Seller's expense an American
159 Land Title Association ("ALTA") Homeowner's Title Insurance Policy, or if not available, an ALTA Residential Title
160 Insurance Policy ("Plain Language" / "1-4" units") or, if not available, a Standard Owner's Title Insurance 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 costs 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 nonresident alien pursuant to the Foreign Investment in
167 Real Property Tax Act of 1980 (FIRPTA).

168 **INDEMNIFICATION:** Tucson Association of REALTORS®, Inc. and the Tucson Association of REALTORS®/Multiple
169 Listing Service, Inc. are not parties to this Agreement. As a condition of this Agreement, Seller agrees to indemnify
170 and hold harmless the Tucson Association of REALTORS®, Inc. and the Tucson Association of
171 REALTORS®/Multiple Listing Service, Inc., their employees and volunteers, the Listing Broker and its Agents,
172 Buyer's Agents and all other Cooperating Brokers against any and all claims, liability, damage or loss (including
173 attorney's fees) arising from any misrepresentation or breach of warranty by Seller or from any incorrect information
174 supplied by Seller or from any acts concerning the Property not disclosed by Seller, including without limitation, any
175 facts known to Seller relating to adverse conditions or latent defects or hazardous substances located in, on or
176 adjacent to the Property.

Seller Initials Required: _____ / _____
Seller Seller

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

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

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

191 **SUBSEQUENT OFFER:** Seller shall have the right to receive subsequent offer(s) to purchase the Property unless
192 otherwise agreed in a purchase contract.

193 **DISPUTE RESOLUTION:** (a) Mediation: Any dispute or claim in law arising out of this Agreement shall be
194 submitted to mediation in accordance with the mediation procedures of the Tucson Association of REALTORS® or,
195 if not available, another mediation provider. (b) Arbitration: If the mediation does not result in the resolution of the
196 dispute, Seller and Listing Broker agree that the dispute shall be resolved by binding arbitration. Unless Seller
197 objects in writing, the arbitration shall be conducted under the rules and procedures followed by the Tucson
198 Association of REALTORS® pursuant to the Code of Ethics and Arbitration Manual of the NATIONAL
199 ASSOCIATION OF REALTORS®. If Seller objects to REALTOR® arbitration, the arbitration shall be conducted by
200 a mutually agreed upon arbitrator, or if the parties fail to agree upon an arbitrator, the dispute shall be resolved by
201 American Arbitration Association, who shall appoint an arbitrator. Initially, all applicable deposits, arbitrators' fees,
202 filing fees, administrative costs and expenses shall be borne equally by the parties. However, the arbitrator shall be
203 authorized to award or refund all costs, deposits and attorneys' fees to the prevailing party. The decision of the
204 arbitrator shall be binding, conclusive and may be enforced in any court of competent jurisdiction.

205 **Seller Initials Required:** _____ / _____
206 Seller Seller

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

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

213 **ORIGINAL DOCUMENTS:** Seller agrees that a facsimile of this entire Agreement and other documents made
214 reference to herein, or in a subsequent writing, that are required to be signed as a condition of closing, shall
215 constitute an original and may be signed in counterpart.

216 **ENTIRE AGREEMENT:** This Agreement, the Property Profile Sheet, any attached exhibits and any addenda or
217 supplements signed by the parties, shall constitute the entire Agreement between Seller and Listing Broker and
218 supersede any other written or oral agreements between Seller and Listing Broker and will be in full force and effect
219 until the expiration date. **Any release or modification requested by Seller prior to the agreed upon expiration
220 date will be at the sole option of the Listing Broker, including any conditions of said release.** Seller agrees
221 not to advertise or market, in any way, the Property without the express written permission of the Listing Broker.
222 The pre-printed portions of this Agreement may not be modified without the express written permission of the
223 Tucson Association of REALTORS®/Multiple Listing Service, Inc. Modifications must be in writing and signed by
224 Listing Broker and Seller. No modifications shall be made to this Agreement which shall place Listing Broker and
225 his agents in violation of the Tucson Association of REALTORS®/Multiple Listing Service Rules and Regulations.
226 The failure to initial any page of this Agreement will not affect the validity or terms of this Agreement.

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

229 **ADDITIONAL TERMS, MODIFICATIONS OR INFORMATION:** The Seller understands that the
230 Listing Broker does not represent the Seller in any way. The Listing Broker
231 will place the home in the Tucson MLS listing service and will provide no
232 other services to the Seller except as agreed in writing. The Seller will
233 negotiate directly with the Buyer or Buyer's representative. In the event that
234 the Seller produces a buyer that is not represented by a real estate agent
235 then no commission will be paid. The Seller assumes ALL liability for any
236 action taken regarding the sale of the property.

237 _____

238 **AGREED**

239 _____
240 Print Seller Name Print Seller Name

241 _____
242 Seller Signature (MO/DA/YR) Seller Signature (MO/DA/YR)

243 _____
244 Seller Address Seller Home Phone Seller Home FAX

245 _____
246 City State Zip Seller Office Phone Seller Office FAX

247 _____
248 Seller Email Address Seller Email Address

249 Clayton Farnsworth
250 Print Listing Agent Name cefarnsworth@hotmail.com
Listing Agent Email Address

251 (520)887-5357
252 Listing Agent Phone

253 **ACCEPTED**

254 Clayton Farnsworth
255 Print Designated Broker Name Authorized Signature (MO/DA/YR)

256 Clayton Farnsworth Realty
257 Print Real Estate Company Name 5613 N Northern Hills
Address

258 (520)887-5357 (877)853-5912 Tucson, AZ 85704
259 Company Phone Company FAX City State Zip

260 _____
261 cefarnsworth@hotmail.com
Email Address

File No. _____ Designated Broker or Designee Initials: _____ Date: _____