

RESIDENTIAL LISTING CONTRACT EXCLUSIVE RIGHT TO SELL/RENT

Document:
February 2021



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1. PARTIES

- 1. OWNER/SELLER: Thomas R. Mullen
- 2. & Sharon A. Soderberg ("Owner")
- 3. BROKER: Realty USA Southwest acting through
FIRM NAME
- 4. Shawn P. Harris, AGENT'S NAME, AGENT'S NAME ("Broker")

2. PROPERTY

- 5. Premises: Owner agrees to sell or rent the real property with all improvements, fixtures, and appurtenances thereon or incidental thereto, plus the personal property described herein (collectively the "Premises").
- 7. Premises Address: 4860 E. Main St. #T-171 Assessor's #: 973-18-021
- 8. City: Mesa County: AZ AZ, Zip Code: 85205
- 9. Legal Description: _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____

3. LISTING PRICE AND TERMS

- 14. Agreement: This Residential Listing Contract - Exclusive Right to Sell/Rent ("Agreement") is between Owner and Broker.
- 15. In consideration of Broker's agreement to find a ready, willing, and able purchaser or tenant, Owner gives Broker the exclusive and irrevocable right to: Sell Rent Sell and Rent the Premises described above.
- 17. Owner acknowledges that signing more than one Exclusive Right to Sell/Rent or other form of listing contract for the same Term could expose the Owner to liability for additional commissions.
- 19. Price: The listing price shall be: Sale \$ 79,900.00 and Rent \$ _____ per month, plus (in the case of a rental) all applicable lease or rental (transaction privilege) taxes or such other price and terms as are accepted by Owner.
- 21. Term: This Agreement shall commence on 01/29/2024 and shall expire at 11:59 p.m. Mountain Standard Time on 1/29/2025 ("Expiration Date"). Upon full execution of a contract for sale or lease of the Premises, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sale or lease agreement.
- 24. Capacity: Owner or any party that Owner designates to act on their behalf warrants that they have the legal capacity, full power and authority to enter into this Agreement, deliver marketable title to the Premises, and consummate the transaction contemplated hereby.
- 26. Modification: This Agreement may be modified only in writing signed by Owner and Broker.
- 27. Equal Housing Opportunity: Broker and Owner shall comply with all federal, state and local fair housing laws and regulations, including, but not limited to, non-discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

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Initials >

TRM	SAS
OWNER	OWNER

Residential Listing Contract - Exclusive Right to Sell/Rent >>

4. COMPENSATION

30. Compensation for the sale or rental of the Premises is not set by any Association/Board of REALTORS® or any Multiple Listing Service. The compensation payable for the sale or rental of the Premises is negotiated between Broker and Owner.
32. All funds are to be in U.S. currency.

33. Owner agrees to compensate Broker and Cooperating Broker(s), if any, as follows:

34. **Retainer:** Broker shall be paid within five (5) days of execution of this Agreement, a non-refundable retainer fee in the amount of \$ _____ payable to Broker for initial consultation, research and other services.

36. **Commissions:** If Broker produces a ready, willing and able purchaser or tenant in accordance with this Agreement, or if a sale or rental of the Premises is made by Owner or through any other broker, or otherwise, during the Term of this Agreement, Owner agrees to pay Broker a TOTAL COMMISSION of:

39. **Sale:** _____ % of the gross sales price **OR** \$ 3,000.00; and

40. Additional Broker commission(s): \$225.00 transaction fee

41. **Cooperating Brokers (SALE):** Broker intends to cooperate with all other brokers except when not in Owner's best interest, and to offer compensation in the amount of _____ % of the gross purchase price **OR** \$ _____ to a buyer's broker, who represents the interest of the buyer(s), and not the interest of Owner, in a transaction. Any such cooperation shall not increase the total commission payable by Owner.

45. **Rental:** _____ % of the gross rental amount as calculated for the entire term of the initial lease **OR** \$ _____, upon execution of lease agreement.

47. **Cooperating Brokers (RENTAL):** Broker intends to cooperate with all other brokers except when not in Owner's best interest, and to offer compensation in the amount of _____ % of the gross rental amount as calculated for the entire term of the initial lease, **OR** \$ _____ to a tenant's broker who represents the interest of the tenant(s), and not the interest of Owner, in a transaction. Any such cooperation shall not increase the total commission payable by Owner.

51. **Rental Renewal or Extension:** Regardless of whether this Agreement has expired, Owner agrees to pay a commission of _____ % **OR** \$ _____ of the gross rental amount within (five) 5-days of rental renewal or extension.

53. **Purchase by Tenant:** If during the terms of any rental of the Premises, including any renewals or holdovers, or within _____ days after the rental's termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the sale commission described in Section 4 shall be deemed earned by and payable to Broker.

56. **Cooperating Broker (dispute):** In the event a dispute arises between Broker and any Cooperating Broker(s) regarding payment of commission, Owner shall not revoke or seek to amend compensation previously offered. Any compensation dispute between Brokers shall be resolved after the close of escrow in accordance with the REALTORS® Dispute Resolution System, or as otherwise agreed.

59. **Withdrawn/Cancelled Listings:** The same amount of sale or rental commission shall be due and payable to Broker if, without the consent of Broker, the Premises is withdrawn from this Agreement, otherwise withdrawn from sale or rental, or is rented, transferred, or conveyed by Owner through any other broker or otherwise.

62. **Payment from Escrow or Rent:** Owner instructs the escrow company, if any, to pay all such compensation to Broker by check, wire transfer, or certified funds as a condition to closing or upon cancellation of the escrow, and irrevocably assigns to Broker, to the extent necessary, money payable to Owner at the closing or cancellation of escrow. Broker is authorized to deduct compensation owed to Broker from any rent or other monies received by Broker on Owner's behalf.

66. **After Expiration:** After the expiration of this Agreement, the same commissions, as appropriate, shall be payable if a sale or rental is made by Owner to any person to whom the Premises has been shown or with whom Owner or any broker has negotiated concerning the Premises during the term of this Agreement: (i) within 90 days after the expiration of this Agreement, unless the Premises has been listed on an exclusive basis with another broker; (ii) during the pendency, including the closing, of any purchase contract or escrow relating to the Premises that was executed or opened during the term of this Agreement; or (iii) as contemplated by Section 4.

71. **Failure to Complete:** If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner, the entire sale or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for any other reason, Owner shall pay a brokerage fee equal to the lesser of one-half of the earnest deposit or the full amount of the commission.

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74. **Construction:** To the maximum extent permitted by applicable law, this Agreement shall be construed as limiting applicable provisions of law relating to when commissions are earned or payable. In the event of any express disagreement between any provision of this Agreement and the requirements of applicable law, the applicable provision of this Agreement shall be deemed as modified to the minimum extent necessary to ensure compliance with applicable law.

5. FIXTURES & PERSONAL PROPERTY

78. **Fixtures and Personal Property:** For purposes of this Agreement, fixtures shall mean property attached/affixed to the Premises. Owner agrees that all existing: fixtures on the Premises, personal property specified herein, and means to operate fixtures and property (i.e., remote controls) shall convey in this sale or rental. Including the following:

- 81. • built-in appliances, ceiling fans and remotes
- 82. • central vacuum, hose, and attachments
- 83. • draperies and other window coverings
- 84. • fireplace equipment (affixed)
- 85. • floor coverings (affixed)
- 86. • free-standing range/oven
- 87. • garage door openers and remotes
- 88. • light fixtures
- 89. • mailbox
- media antennas/satellite dishes (affixed)
- outdoor fountains and lighting
- outdoor landscaping (i.e., shrubbery, trees and unpotted plants)
- shutters and awnings
- smart home devices, access to which shall be transferred (i.e., video doorbell, automated thermostat)
- speakers (flush-mounted)
- storage sheds
- storm windows and doors
- stoves: gas-log, pellet, wood-burning
- timers (affixed)
- towel, curtain and drapery rods
- wall mounted TV brackets and hardware (excluding TVs)
- water-misting systems
- window and door screens, sun shades

90. If owned by Owner, the following items also are included in this sale or rental:

- 91. • affixed alternate power systems serving the Premises (i.e., solar)
- in-ground pool and spa/hot tub equipment and covers (including any mechanical or other cleaning systems)
- security and/or fire systems and/or alarms
- water purification systems
- water softeners

94. **Additional Existing Personal Property Which may be Included in this Sale (if checked):**

- 95. refrigerator(s) (description): _____
- 96. washer(s) (description): _____
- 97. dryer(s) (description): _____
- 98. above-ground spa/hot tub including equipment, covers, and any mechanical or other cleaning systems (description): _____
- 99. _____
- 100. other: _____

101. Additional items of personal property which may be included in the sale or rental: _____
102. _____

103. **Leased or Not Owned Items:** The following items are leased or not owned by Owner (if checked):

- 104. solar system alarm system propane tank water softener

105. Other leased or lien items not included in the sale or rental: _____
106. _____
107. _____

108. Fixtures not included in the sale or rental: _____
109. _____

6. AGENCY

110. **Owner Representation:** Broker shall represent Owner in any resulting transaction during the term of this Agreement, except as specified in Section 4. Unless otherwise agreed, Broker acts as Owner's agent only and has the duties of loyalty, obedience, disclosure, confidentiality, and accounting (Fiduciary Duties) as well as other duties imposed by the Arizona Department of Real Estate. Owner acknowledges that Broker may show prospective buyers the Premises and this shall not constitute a conflict of interest.

114. **Conduct of Brokers:** Regardless of whom they represent, Broker has the obligation to: (i) treat all parties to a transaction fairly; (ii) disclose, in writing, all facts known to the licensee that may materially and adversely affect the consideration to be paid for the Premises; and (iii) disclose that Owner or buyer(s) may be unable to perform. REALTORS® are further obligated by the National Association of REALTORS® Code of Ethics to treat all parties honestly.

118. **Limited Representation:** A limited agency may occur when Broker procures a buyer(s) for the Premises. In this situation, the same real estate company may represent the Owner's interest and the buyer's interest but not to the detriment of the other party. Broker can legally represent both parties with the knowledge and prior written consent of both parties.

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- 121. **What Broker Cannot Disclose to Clients Under Limited Representation:** (i) confidential information the Broker may know about
- 122. a client, without the client's express consent; (ii) the price or terms the Owner will take other than the Price without permission of the
- 123. Owner; (iii) the price or terms the buyer(s) is willing to pay without permission of the buyer(s); (iv) a recommended or suggested price
- 124. or terms the buyer(s) should offer; and (v) a recommended or suggested price or terms the Owner should counter with or accept.
- 125. **Competing Owners:** Owner understands that Broker may have or obtain listings on other properties, and that potential buyer(s)
- 126. may consider, make offers on, or purchase through Broker, property the same as or similar to Owner's Premises. Owner consents
- 127. to Broker's representation of Owners and buyer(s) of other properties before, during, and upon expiration of this Agreement.

7. BROKER AUTHORITY

- 128. **Broker's Role:** Broker is not responsible for the custody or condition of the Premises or its management (except under separate
- 129. contract), upkeep, or repair.
- 130. **Advertising:** Owner agrees to not advertise or market the Premises in any manner without the prior written permission of Broker.
- 131. **Multiple Listing Service (MLS):** Broker is authorized to provide any and all information regarding the Premises to any MLS of
- 132. which Broker is a participant and to publish and disseminate such information in print or electronic form to MLS participants and
- 133. the general public, including dissemination of the information through Internet Data Exchanges (IDX) and Virtual Office Websites
- 134. (VOWs). Broker is authorized to report the sale or rental of the Premises and its price, terms and financing for dissemination
- 135. through the MLS to MLS participants and the general public.
- 136. All terms of the transaction, including sale price and financing, if applicable, (i) will be provided to the MLS(s); and (ii) may be
- 137. provided to the MLS even if the Premises is not listed with the MLS(s).
- 138. **Signs:** Broker **IS** **IS NOT** allowed to place Broker's "For Sale" sign or "For Rent" sign in conjunction with any customary
- 139. sign rider on the Premises, and in the event of a sale, a "Sold" or "Pending" sign, or lease, a "Rented" sign (at Broker's discretion)
- 140. on the Premises. Seller acknowledges that any public marketing of the premises will require submission to the MLS within one
- 141. business day.
- 142. **Photos/Video:** Owner **DOES** **DOES NOT** authorize Broker to place photos, video images/virtual tours of the Premises on
- 143. the internet and other electronic and on-line media platforms. If authorized by Owner to do so, such marketing will be performed at
- 144. the sole discretion of Broker. Owner is cautioned to protect items in view.
- 145. Owner acknowledges that once images are placed on the internet, neither Broker nor Owner has control over who can view
- 146. such images and what use viewers may make of the images, or how long such images may remain available on the internet.
- 147. Owner further assigns any rights in all images, if owned, to the Broker and agrees that such images are the property of Broker
- 148. and that Broker may use such images for advertising, including post sale and for Broker's business in the future.
- 149. **Lockbox/Keysafe:** Broker **IS** **IS NOT** authorized to install a lockbox/keysafe. A lockbox/keysafe is designed to hold a key
- 150. to the Premises to permit access to the Premises by Broker, cooperating brokers, MLS participants, their authorized licensees
- 151. and representatives, authorized inspectors, and prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards
- 152. of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a lockbox/keysafe. If
- 153. Premises is rented, Owner must comply with providing proper notice to tenant(s) pursuant to Arizona law.
- 154. **Offers:** Broker **IS** **IS NOT** authorized to disclose the existence of offers, which includes the sales price and terms of sale or
- 155. rent price and terms of lease, on the Premises.
- 156. **Subsequent Purchase or Lease Offers:** Broker acknowledges that Owner has the right to accept subsequent offers until the close
- 157. of escrow in the case of a sale or until occupancy by a tenant in the case of a rental. Owner understands that any subsequent offers
- 158. accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising from
- 159. the acceptance of earlier offers.
- 160. (Check if applicable) **Accept backup offers** **Withhold verbal offers** **Withhold all offers** once Owner accepts a purchase
- 161. contract or lease agreement for the Premises.
- 162. Broker will change or maintain the correct MLS Listing status in accordance with the MLS Rules and Regulations and any
- 163. associated policies.
- 164. **Cancellation:** Broker reserves the right to cancel this Agreement unilaterally for cause, which shall include, but is not limited to,
- 165. Broker's good faith belief that any service requested of Broker or any action undertaken by anyone other than Broker is (or could
- 166. be determined to be) in violation of any applicable law.

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Initials >

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OWNER	OWNER

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167. **Premises Access:** Owner shall provide access to the Premises at reasonable times and upon reasonable notice to allow for showing
168. the Premises to prospective buyers and cooperating brokers.
169. **Security, Insurance, Showings, Audio and Video:** Broker(s) is not responsible for loss of or damage to personal or real property
170. or person, whether attributable to use of a key safe/lockbox, a showing of the Premises, or otherwise. Third parties, including,
171. but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs
172. of the interior of the Premises. Owner agrees to: (i) take reasonable precautions to safeguard and protect valuables that might
173. be accessible during showings of the Premises; and (ii) obtain insurance to protect against these risks. Broker does not maintain
174. insurance for the Owner's benefit. Persons visiting the Premises may not be aware that they could be recorded by audio or visual
175. devices installed by Owner (such as "nanny cams" and hidden security cameras).
176. Owner is advised to post notice disclosing the existence of security devices on the Premises, if any.
177. **Adverse Information:** Owner has disclosed to Broker all material latent defects and information concerning the Premises known
178. to Owner, including all material information relating to: (i) connection to a public sewer system, septic tank or other sanitation
179. system; (ii) the existence of any tax, judgment or other type of lien; (iii) past or present infestation by or treatment for wood-
180. destroying pests or organisms; and (iv) past or present repair of the Premises for damage resulting from wood destroying pests
181. or organisms. During the term of this Agreement, Owner agrees to continue disclosing to Broker all additional information of the
182. type required by the preceding sentence promptly after Owner becomes aware of any such information by updating the Seller's
183. Property Disclosure Statement, Residential Lease Owner's Property Disclosure Statement or other written notice.
184. **Disclosures:** Owner shall provide Broker with accurate information about the Premises. Owner acknowledges that Arizona law
185. requires Owner to disclose material (important) facts about the Premises, even if Owner is not asked by the buyer(s) or a real
186. estate agent. Owner agrees to provide the following disclosures, if applicable:
187. **1. Affidavit of Disclosure:** If the Premises is located in an unincorporated area of the county, and five (5) or fewer parcels of
188. property other than subdivided property are being transferred, Owner shall deliver a completed Affidavit of Disclosure in
189. the form required by law to buyer within five (5) days after purchase contract acceptance.
190. **2. Disclosure of Lead-Based Paint and Lead-Based Paint Hazards (Sale or Rental):** If the Premises structure was built
191. before 1978, federal law requires that Owner provide the buyer or tenant with a lead-based paint disclosure form.
192. **3. Domestic Water Well Addendum Seller's Property Disclosure Statement:** If the Premises is served by a domestic water
193. well, Owner shall deliver a completed Domestic Water Well Addendum to buyer within three (3) days of contract acceptance.
194. **4. Foreign Investment in Real Property Tax Act certificate:** The Foreign Investment in Real Property Tax Act ("FIRPTA") is
195. applicable if Owner is a non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate
196. ("Foreign Person"). Owner agrees to complete, sign, and deliver to Escrow Company a certificate indicating whether Owner
197. is a Foreign Person. FIRPTA requires that a foreign seller may have federal income taxes up to 15% of the purchase price
198. withheld, unless an exception applies. Owner is responsible for obtaining independent legal and tax advice.
199. **5. H.O.A. Condominium / Planned Community Addendum:** If the Premises is in a residential HOA/Condominium or Planned
200. Unit Development, Owner shall complete and return to Broker page 1 of the HOA Addendum.
201. **6. Insurance Claims History:** Owner shall deliver to buyer a written five (5) year insurance claims history regarding the
202. Premises (or a claims history for the length of time Owner has owned the Premises if less than five (5) years) from Owner's
203. insurance company or an insurance support organization or consumer reporting agency, or if unavailable from these
204. sources, from Owner, within five (5) days after purchase contract acceptance.
205. **7. Residential Lease Agreement (Lease):** If the Premises is to be sold while subject to a Lease, Owner shall provide a copy
206. of the Lease to the Broker.
207. **8. Residential Lease Owner's Property Disclosure Statement (RLOPDS):** The RLOPDS is designed to protect the Owner
208. by disclosing pertinent information regarding the Premises.
209. **9. Seller's Property Disclosure Statement (SPDS):** The SPDS is designed to protect the Owner by disclosing pertinent
210. information regarding the Premises. Owner shall complete and return the SPDS to Broker.
211. **10. Solar Lease / Solar Loan Assumption Addendum:** If a solar photovoltaic panel system ("Solar System") has been installed
212. on the Premises that is subject to a lease or unpaid loan, Owner shall complete and return the Solar Lease / Solar Loan
213. Assumption Addendum to Broker.

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OWNER	OWNER

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214. **Recommendations:** If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Owner for any purpose, such recommendations shall be independently investigated and evaluated by Owner, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation and evaluation. Owner understands that said contractual arrangement may result in Compensation or fee to Broker. Owner agrees it will not allow mechanic's liens to be recorded against the Premises during the term of this Agreement or at any time prior to close of escrow.

221. **Indemnification:** Owner hereby expressly releases, holds harmless and indemnifies Broker, all Boards or Associations of REALTORS®, MLS, and all other brokers from any and all liability and responsibility regarding damage or loss arising from any misrepresentation or breach of warranty by Owner in this Agreement, any incorrect information supplied by Owner and any facts concerning the Premises not disclosed or withheld by Owner, including without limitation, any facts known to Owner relating to Adverse Information or latent defects.

(OWNER'S INITIALS REQUIRED)

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9. REMEDIES

227. **Alternative Dispute Resolution:** Owner and Broker agree to mediate any dispute or claim arising out of or relating to this Agreement. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the right to resort to court action.

236. **Attorney Fees and Costs:** The prevailing party in any dispute or claim arising out of or relating to this Agreement shall be awarded their reasonable attorney fees and costs. Costs shall include, without limitation: expert witness fees, fees paid to investigators, and arbitration costs.

10. ADDITIONAL TERMS AND CONDITIONS

239. _____
240. _____
241. _____
242. _____
243. _____
244. _____
245. _____
246. _____
247. _____
248. _____
249. _____
250. _____
251. _____
252. _____
253. _____

254. **Assignment:** Neither Broker nor Owner may assign any rights or obligations pursuant to this Agreement without the prior written consent of the other, and any attempted assignment without consent shall be void and of no effect.

256. **Arizona Law:** This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.

257. **Notice:** Unless otherwise provided, delivery of all notices and documentation required or permitted shall be in writing addressed to Owner or Broker as indicated in Sections 11 and 12 and deemed delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses are provided herein; (iv) sent by recognized overnight courier service, or (v) sent by U.S. mail, in which case the Notice shall be deemed received when actually received or five (5) days after the notice is mailed, whichever occurs first.

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Initials >

TRM | SAS
OWNER | OWNER

Residential Listing Contract - Exclusive Right to Sell/Rent

- 262. **Days:** All references to days shall be deemed to be calendar days unless otherwise provided.
- 263. **Copies and Counterparts:** This Agreement may be executed by facsimile or other electronic means and in any number of
- 264. counterparts. A fully executed facsimile or electronic copy of the Agreement shall be treated as an original Agreement.
- 265. **Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Agreement between Owner and
- 266. Broker and shall supersede any other written or oral agreements. Invalidity or unenforceability of one or more provisions of this
- 267. Agreement shall not affect any other provisions of this Agreement. The failure to initial any page of this Agreement shall not affect
- 268. the validity or terms of this Agreement.
- 269. **Acceptance:** The undersigned agree to the terms and conditions set forth herein and acknowledge receipt of a copy of this Agreement.

11. OWNER

<p>270. <u>Thomas R. Mullen</u> <u>01/30/2024</u> <small>^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DAYR</small></p> <p>271. <u>Thomas R. Mullen</u> <small>^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME</small></p> <p>272. <u>4860 E. Main St.</u> <u>#T-171</u> <small>^ ADDRESS</small></p> <p>273. <u>Mesa</u> <u>AZ</u> <u>85205</u> <small>^ CITY, STATE, ZIP CODE</small></p> <p>274. <u>303-847-8489</u> <small>^ TELEPHONE</small></p> <p>275. <u>trm535@comcast.net</u> <small>^ EMAIL</small></p>	<p>270. <u>Sharon A. Soderberg</u> <u>01/30/2024</u> <small>^ OWNER OR AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DAYR</small></p> <p>271. <u>Sharon A. Soderberg</u> <small>^ OWNER OR AUTHORIZED REPRESENTATIVE'S PRINTED NAME</small></p> <p>272. <u>4860 E. Main St.</u> <u>#T-171</u> <small>^ ADDRESS</small></p> <p>273. <u>Mesa</u> <u>AZ</u> <u>85205</u> <small>^ CITY, STATE, ZIP CODE</small></p> <p>274. <u>720-394-4682</u> <small>^ TELEPHONE</small></p> <p>275. <u>tomandshasha@comcast.net</u> <small>^ EMAIL</small></p>
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12. BROKER

276. Agent is a member of the Scottsdale Association/Board of REALTORS® and subscribes to the

277. REALTOR® Code of Ethics.

<p>278. <u>Shawn P Harris</u> <u>01/29/2024</u> <small>^ AGENT'S SIGNATURE MO/DAYR</small></p> <p>279. <u>Shawn P. Harris</u> <small>^ AGENT'S PRINTED NAME</small></p> <p>280. <u>Realty USA Southwest</u> <small>^ PRINT FIRM NAME</small></p> <p>281. <u>480-365-8757</u> <small>^ TELEPHONE</small></p> <p>282. <u>shawnharrishomes@gmail.com</u> <small>^ EMAIL</small></p>	<p>278. _____ <small>^ AGENT'S SIGNATURE MO/DAYR</small></p> <p>279. _____ <small>^ AGENT'S PRINTED NAME</small></p> <p>280. _____ <small>^ PRINT FIRM NAME</small></p> <p>281. _____ <small>^ TELEPHONE</small></p> <p>282. _____ <small>^ EMAIL</small></p>
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For Broker Use Only:
 Brokerage File/Log No. _____ Manager's Initials _____ Broker's Initials _____ Date _____
MO/DAYR

REAL ESTATE AGENCY DISCLOSURE AND ELECTION

Document updated:
October 2022



The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



- 1. Firm Name ("Broker") Realty USA Southwest
- 2. acting through Shawn P. Harris
LICENSEE'S NAME LICENSEE'S NAME
- 3. hereby makes the following disclosure.

DISCLOSURE

- 4. Before a **Seller or Landlord (hereinafter referred to as "Seller")** or a **Buyer or Tenant (hereinafter referred to as "Buyer")** enters into
- 5. a discussion with a real estate broker or licensee affiliated with a broker, the Seller and the Buyer should understand what type of agency
- 6. relationship or representation they will have with the broker in the transaction.
- 7. **I. Buyer's Broker:** A broker other than the Seller's broker can agree with the Buyer to act as the broker for the Buyer. In these
- 8. situations, the Buyer's broker is not representing the Seller, even if the Buyer's broker is receiving compensation for services
- 9. rendered, either in full or in part, from the Seller or through the Seller's broker:
- 10. a) A Buyer's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Buyer.
- 11. b) Other potential Buyers represented by broker may consider, make offers on, or acquire an interest in the same or similar
- 12. properties as Buyer is seeking.
- 13. **II. Seller's Broker:** A broker under a listing agreement with the Seller acts as the broker for the Seller only:
- 14. a) A Seller's broker has the fiduciary duties of loyalty, obedience, disclosure, confidentiality, and accounting in dealings with the Seller.
- 15. b) Other potential Sellers represented by broker may list properties that are similar to the property that Seller is selling.
- 16. **III. Broker Representing both Seller and Buyer (Limited Representation):** A broker, either acting directly or through one or more
- 17. licensees within the same brokerage firm, can legally represent both the Seller and the Buyer in a transaction, but only with the
- 18. knowledge and informed consent of both the Seller and the Buyer. In these situations, the Broker, acting through its licensee(s),
- 19. represents both the Buyer and the Seller, with limitations of the duties owed to the Buyer and the Seller:
- 20. a) The broker will not, without written authorization, disclose to the other party that the Seller will accept a price or terms other than
- 21. stated in the listing or that the Buyer will accept a price or terms other than offered.
- 22. b) There will be conflicts in the duties of loyalty, obedience, disclosure and confidentiality. Disclosure of confidential information may
- 23. be made only with written authorization.
- 24. Regardless of who the Broker represents in the transaction, the Broker shall exercise reasonable skill and care in the performance of
- 25. the Broker's duties and shall be truthful and honest to both the Buyer and Seller and shall disclose all known facts which materially and
- 26. adversely affect the consideration to be paid by any party. Pursuant to A.R.S. §32-2156, Sellers, Lessors and Brokers are not obligated to
- 27. disclose that a property is or has been: (1) the site of a natural death, suicide, homicide, or any crime classified as a felony; (2) owned or
- 28. occupied by a person exposed to HIV, or diagnosed as having AIDS or any other disease not known to be transmitted through common
- 29. occupancy of real estate; or (3) located in the vicinity of a sex offender. Sellers or Sellers' representatives may not treat the existence, terms,
- 30. or conditions of offers as confidential unless there is a confidentiality agreement between the parties.
- 31. **THE DUTIES OF THE BROKER IN A REAL ESTATE TRANSACTION DO NOT RELIEVE THE SELLER OR THE BUYER FROM THE**
- 32. **RESPONSIBILITY TO PROTECT THEIR OWN INTERESTS. THE SELLER AND THE BUYER SHOULD CAREFULLY READ ALL**
- 33. **AGREEMENTS TO INSURE THAT THE DOCUMENTS ADEQUATELY EXPRESS THEIR UNDERSTANDING OF THE TRANSACTION.**

ELECTION

- 34. **Buyer or Tenant Election** (Complete this section only if you are the Buyer.) The undersigned elects to have the Broker (check any that apply):
- 35. represent the Buyer as Buyer's Broker.
- 36. represent the Seller as Seller's Broker.
- 37. show Buyer properties listed with Broker's firm and Buyer agrees that Broker shall act as agent for both Buyer and Seller provided
- 38. that the Seller consents to limited representation. In the event of a purchase, Buyer's and Seller's informed consent should be
- 39. acknowledged in a separate writing other than the purchase contract.
- 40. **Seller or Landlord Election** (Complete this section only if you are the Seller.) The undersigned elects to have the Broker (check any that apply):
- 41. represent the Buyer as Buyer's Broker.
- 42. represent the Seller as Seller's Broker.
- 43. show Seller's property to Buyers represented by Broker's firm and Seller agrees that Broker shall act as agent for both Seller and
- 44. Buyer provided that Buyer consents to the limited representation. In the event of a purchase, Buyer's and Seller's informed consent
- 45. should be acknowledged in a separate writing other than the purchase contract.

- 46. The undersigned Buyer(s) or Seller(s) acknowledge that this document is a disclosure of duties. This document is not an employment agreement.
- 47. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

- 48. Thomas R. Mullen Sharon A. Soderberg
- ^ PRINT NAME ^ PRINT NAME
- Thomas R. Mullen Sharon A. Soderberg 01/30/2024 01/30/2024
- ^ SIGNATURE ^ SIGNATURE MO/DA/YR MO/DA/YR