



VACANT LAND 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
 2 record (hereafter referred to as "Seller") and have the legal capacity and authority to and hereby give the
 3 Real Estate Company named on line 265 (hereafter referred to as "Listing Broker") the irrevocable and
 4 Exclusive Right to Sell the Property through this Listing Agreement (hereafter referred to as "Agreement").
 5 The only parties to this Agreement are the Seller and the Listing Broker.

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

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

15 Property Address: Sample Form Only

16 Assessor's # (A): _____, Assessor's # (B): _____

17 Assessor's # (C): _____, Assessor's # (D): _____

18 Assessor's # (E): _____, Assessor's # (F): _____

19 _____

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

21 Legal Description: _____

22 _____

23 Legal Description is attached.

24 **FIXTURES AND PERSONAL PROPERTY:** Seller agrees that all existing fixtures on the Property, and any
 25 existing personal property specified herein, shall be left upon the Property and included in the sale,
 26 including the following: storage sheds; electrical (including pedestal); plumbing, septic systems; water
 27 tanks; pumps; solar systems/panels; irrigation systems; gates; domestic water systems; gate openers and
 28 controls; fencing; timers; mailbox; utility meters (including gas and water); windmills; cattle guards; and all
 29 existing landscaping, including trees, cacti and shrubs, and lighting.

30 Additional Existing Personal Property Included: _____

31 _____

32 _____

33 _____

34 Fixtures and Leased Equipment NOT Included: _____
35 _____
36 _____

37 **LISTED PRICE:** The Property shall be offered for sale separately at:

38 Assessor's # (A): \$ _____, Assessor's # (B): \$ _____

39 Assessor's # (C): \$ _____, Assessor's # (D): \$ _____

40 Assessor's # (E): \$ _____, Assessor's # (F): \$ _____ or

41 combined and offered for sale at: \$ _____ upon such terms and
42 conditions as provided for in the Property Profile Sheet, signed by Seller, which shall be considered part of
43 this Agreement, or at such other price, terms and conditions as subsequently agreed by Seller and Listing
44 Broker. Seller authorizes the Listing Broker to update and correct information in the Property Profile Sheet
45 as necessary.

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

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

53 credited not credited against any other compensation owed by Seller to Listing Broker as provided
54 on line 55 through 57.

55 **COMMISSIONS:** Seller shall owe the Listing Broker a fee of: _____ % of gross sale price

56 _____
57 upon the occurrence of any of the following events:

- 58 A. During the term of this Agreement, the Listing Broker, or other real estate Broker cooperating with the
59 Listing Broker, produces a Buyer ready, willing and able to purchase the Property according to price
60 and terms offered in this Agreement or at such other price, terms and conditions as subsequently
61 agreed by Seller; or
62 B. Seller sells/transfers/leases/auctions the Property, unilaterally terminates this Agreement or otherwise
63 makes the Property unavailable to the Listing Broker for sale during the term of this Agreement; or
64 C. An offer to sell is signed by the Seller within _____ days after the termination of this
65 Agreement, for the sale, exchange or other conveyance of title to any person(s) or entity(ies) shown or
66 presented the Property during the term of this Agreement by the Listing Broker, any other Cooperating
67 Broker or the Seller, unless the Property has been relisted during this period on an exclusive basis with
68 any other Broker; or
69 D. If selling the Property is prevented by a whole or partial forced transfer negotiated transaction or sale of
70 the Property related to a condemnation, threatened condemnation, taking, threatened taking or sale to
71 a governmental entity, whether federal, state, county, municipal or other, acting under the power of
72 eminent domain or the threat of that power; or
73 E. If the completion of the sale is prevented by the Seller.

74 With regard to a sale of the Property through the Listing Broker, said fee shall be paid at the time of and as
75 a condition of closing; in all other cases said fee shall be paid at the time as described above in lines 58
76 through 73. Delivery of separate escrow instructions or a copy of this Agreement to escrow company shall
77 constitute instructions to escrow agent to disburse commissions to Listing Broker and any Cooperating
78 Broker as provided herein. Seller authorizes Listing Broker to provide escrow instructions to escrow agent
79 for payment of commission of brokerage fee in accordance with this Agreement. If the earnest deposit is
80 forfeited for any reason, Seller shall pay the Listing Broker, at the exclusive option of the Listing Broker, a
81 brokerage fee equal to one-half of the earnest deposit, provided such payment shall not exceed the full

82 amount of the brokerage fee that would have resulted from consummation of the canceled or failed sale.
83 Nothing in this paragraph shall be construed as limiting applicable provisions of law relating to when
84 brokerage fees are earned or payable.

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

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

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

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

99 **DUAL AGENTS (also known as "limited agents"):** A dual agency (or limited agency) may occur when
100 the Listing Broker procures a Buyer for the Property. In this situation, the same real estate company may
101 be representing the Seller's interest and the Buyer's interest. A dual agency may occur in this or in other
102 ways. Brokers and their Agents can legally represent both the Seller and the Buyer with the knowledge
103 and written consent of both the Seller and Buyer. A Dual Agent has the duties of loyalty, obedience,
104 disclosure, confidentiality and accounting to both the Seller and the Buyer. Seller recognizes that in a
105 dual agency situation, the duties normally owed the Seller by the Listing Broker and his Agents may be
106 limited in that confidential information pertaining to the Buyer may not be disclosed to the Seller (and
107 likewise, confidential information concerning the Seller may not be disclosed to the Buyer). Seller agrees
108 that the Listing Broker and his Agents shall not be liable for failing or refusing to disclose confidential
109 information. The Dual Agent may receive compensation from the Buyer and/or from the Listing Broker
110 with the consent of all parties.

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

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

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

118 **SIGNS:**

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

123 **VIDEO / STILL IMAGES:**

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

127 **ACCESS AND KEYSAFE:**

128 Seller does, does not authorize Listing Broker to install and use at the Property a keysafe
129 containing a key to the Property. A keysafe permits access to the Property, not only to the Listing Broker,
130 but also to any member of the Tucson Association of REALTORS®/Multiple Listing Service, Inc., together

131 with potential Buyers, even when Seller is not present. Seller authorizes and agrees to cooperate with
132 Listing Broker and any other Cooperating Brokers and Agents to preview and show the property at
133 reasonable times and upon reasonable notice. **Seller shall provide Listing Broker with written**
134 **permission for access from the occupant of the Property, if occupant is a person other than the**
135 **Seller or if Property is subject to a rental agreement.**

136 **SELLER'S OBLIGATIONS:** Seller agrees to complete and return to Listing Broker a Vacant Land/Lot
137 Seller's Property Disclosure Statement form as supplied by Listing Broker within five (5) calendar days
138 after receipt of form. Seller will be required to supply to Buyer all pertinent data, records and documents
139 pertaining to the Property. Seller is obligated to disclose all facts known to Seller concerning any adverse
140 problems at or affecting the Property and will disclose any such problem upon discovery. Seller is aware
141 that Seller may be responsible for failing to disclose such information and for misrepresenting the
142 condition of the Property. Seller shall inform Listing Broker, in writing, of any and all changes of any
143 nature that could affect the value or marketability of the Property or would render incorrect or incomplete,
144 information contained in the Property Profile Sheet or Vacant Land/Lot Seller's Property Disclosure
145 Statement, as soon as possible after information is discovered, which makes inaccurate or incomplete,
146 any information previously disclosed.

147 **AFFIDAVIT OF DISCLOSURE:** If property is unincorporated and is in an unincorporated area of a county,
148 Seller shall be required to complete and have notarized the required State of Arizona Affidavit of
149 Disclosure pursuant to applicable statute within time specified by the statute.

150 **WATER / WELL RIGHTS:** The following described water / well rights shall transfer with the subject
151 property, if any: _____
152 _____
153 _____

154 **SURVEYS:**
155 Property has, has not been surveyed. Date, if applicable: _____ MO/DA/YR.

156 **STAKED AND FLAGGED:**
157 Property has, has not been staked and flagged. Date, if applicable: _____ MO/DA/YR.

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

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

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

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

177 **TITLE:** Seller shall convey title by warranty deed. Buyer shall be provided at Seller's expense
178 a Standard Owner's Title Insurance Policy.

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

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

186 **1031 TAX DEFERRED EXCHANGES:** Seller is, is not contemplating a 1031 Tax Deferred
187 Exchange. Seller understands there may be legal or tax implications in contemplating a 1031 Tax
188 Deferred Exchange. If Seller is contemplating a 1031 Tax Deferred Exchange, Seller is encouraged to
189 consult legal or tax advisors.

190 **INDEMNIFICATION:** Tucson Association of REALTORS[®], Inc. and the Tucson Association of
191 REALTORS[®]/Multiple Listing Service, Inc. are not parties to this Agreement. As a condition of this
192 Agreement, Seller agrees to indemnify and hold harmless the Tucson Association of REALTORS[®], Inc.
193 and the Tucson Association of REALTORS[®]/Multiple Listing Service, Inc., their employees and
194 volunteers, the Listing Broker and its Agents, Buyer's Agents and all other Cooperating Brokers against
195 any and all claims, liability, damage or loss (including attorney's fees) arising from any misrepresentation
196 or breach of warranty by Seller or from any incorrect information supplied by Seller or from any facts
197 concerning the Property not disclosed by Seller, including without limitation, any facts known to Seller
198 relating to adverse conditions or latent defects or hazardous substances located in, on or adjacent to the
199 Property.

Seller Initials Required: _____ / _____
Seller Seller

200 **RECOMMENDATIONS:** If the Listing Broker or Cooperating Brokers or Agents should recommend a
201 contractor, service or any other person or entity to the Seller for any purpose, such recommendation shall
202 be independently investigated by the Seller and Seller shall not hold the Listing Broker or Cooperating
203 Brokers or Agents legally accountable for making such recommendation. Seller understands that said
204 recommendation may result in compensation to Listing Broker or Cooperating Brokers or Agents and
205 such compensation shall be disclosed in writing to the Seller.

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

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

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

217 **MEDIATION/ARBITRATION:** The Tucson Association of REALTORS[®], Inc. may provide for resolution
218 of disputes through mediation and/or arbitration.

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

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

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

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

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

244 **ADDITIONAL TERMS, MODIFICATIONS OR INFORMATION:**
 245 _____
 246 _____

247 **AGREED**

248 _____
 249 Print Seller Name _____ Print Seller Name _____

250 _____
 251 Seller Signature (MO/DA/YR) _____ Seller Signature (MO/DA/YR) _____

252 _____
 253 Seller Address _____ Seller Home Phone _____ Seller Home FAX _____

254 _____
 255 City State Zip _____ Seller Office Phone _____ Seller Office FAX _____

256 _____
 257 Seller Email Address _____ Seller Email Address _____

258 _____
 259 Print Listing Agent Name _____ Listing Agent Email Address _____

260 _____
 261 Listing Agent Phone _____

262 **ACCEPTED**

263 Kimberly Clifton _____
 264 Print Designated Broker Name _____

_____ Authorized Signature (MO/DA/YR) _____

265 Tierra Antigua Realty _____
 266 Print Real Estate Company Name _____

1650 E River Road, Suite 202
 Address _____

267 (520) 544-2335 (520) 425-8823
 268 Company Phone Company FAX _____

Tucson AZ 85718
 City State Zip _____

269 _____
 270 Email Address _____

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