

4. **ACCESS AND LOCKBOX.** Owner acknowledges that a lockbox and any other keys left with or available to Broker will permit access to the Premises by Broker or any other broker, with or without potential purchasers or tenants ("Prospects"), even when Owner or occupant is absent. Owner further acknowledges that, from time to time, unauthorized persons may have gained access to properties using lockboxes. Owner acknowledges that neither the Arizona Regional Multiple Listing Service ("ARMLS"), nor any Board or Association of REALTORS®, nor any broker (including Broker), is insuring Owner or occupant against theft, loss or vandalism resulting from any such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Premises during any time that a lockbox is being used and obtaining appropriate insurance.

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

5. **AGENCY RELATIONSHIPS.** Owner understands that Broker is Owner's agent with respect to this Listing. Owner understands that Broker, either acting directly or through one or more licensees within the same brokerage firm, may represent a Prospect interested in the purchase or rental of the Premises. Owner authorizes the Premises to be shown to any such Prospect and understands that Broker may legally represent both Owner and Prospect in a transaction with the knowledge and informed consent of both parties.

6. **COMPENSATION TO BROKER AND COOPERATING BROKERS.** Owner agrees to compensate Broker as follows:

a. **RETAINER.** Broker acknowledges receipt of a non-refundable retainer fee of \$ payable to Broker for initial consultation, research and other services.

b. **COMMISSIONS.** If Broker produces a ready, willing and able purchaser or tenant in accordance with this Listing Contract, or if a sale, executed lease agreement, option or exchange of the Premises is made by Owner or through any other broker, or otherwise, during the exclusive term of this Listing Contract, **Owner agrees to pay Broker a total commission of**

(i) For a **Sale:** **3% of the Sales Price + \$1,500.00 or \$2000.00 Per Additional Terms** of the purchase price or a commission of a substantially similar allocable amount if the transaction is structured as other than a purchase or lease.

a. **Cooperating brokers:** With regard to this Listing Contract, Broker intends to cooperate with all other brokers except when not in Owner's best interest, and to offer compensation in the amount of 3.000 % 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.

(ii) For a **Rental:** of the lease price, as calculated for the entire term of the initial lease, upon execution of lease agreement.

a. **Cooperating brokers:** With regard to this Listing Contract, 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 lease price 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.

(iii) For a **Holdover or renewal of rental:** Regardless of whether this Listing Contract has expired, Owner agrees to pay a commission of

(iv) For a **Referral:** Broker may offer referral compensation to a referring broker who has no broker relationship with the buyer/tenant or Owner. Any such cooperation shall not increase the total commission payable by Owner.

c. **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 Listing Contract, otherwise withdrawn from sale or rental, or is rented, transferred, or conveyed by Owner through any other broker or otherwise.

d. **PURCHASE BY TENANT.** If during the terms of any rental of the Premises, including any renewals or holdovers, or within days after its termination, any tenant, or his heirs, executors, or assigns shall buy the Premises from Owner, the sale commission described in Paragraph 6(b) shall be deemed earned by and payable to Broker.

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Owner's Initials SJ

For Broker's office use only:

Broker's File/Lot No. _____ Date: _____ For Use with Data Entry Forms 1, 2, 3

