

**EXCLUSIVE RIGHT TO SELL/RENT
LISTING CONTRACT LEGAL LANGUAGE**

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. NO REPRESENTATION IS MADE AS TO THE LEGAL OR TAX CONSEQUENCES OF THIS CONTRACT. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

1 1. **EXCLUSIVE RIGHT TO SELL AND/OR RENT.** In consideration of the acceptance by the undersigned licensed Arizona real
2 estate broker ("Broker") of the terms of this Listing Contract and Broker's promise to endeavor to effect a;
3 sale, rental, sale and/or rental, of the property described below ("Premises"), I or we, as owner(s) ("Owner"), employ and
4 grant Broker the exclusive and irrevocable right commencing on _____, _____, and
5 expiring at 11:59 p.m. _____, _____, to sell, rent, exchange, or option the Premises described
6 in Paragraph 3.
7 **NOTE:** Owner acknowledges that signing more than one Exclusive Right to Sell/Rent or other form of listing contract for the
8 same term could expose the Owner to liability for additional commissions.

9 2. **PRICE.** The listing price shall be: **Sale \$** **Rental \$** per month, plus (in
10 the case of a rental) all applicable lease or rental (transaction privilege) taxes, to be paid as described in the Owner's Profile
11 Sheet ("Data Entry Form"), or such other price and terms as are accepted by Owner.
12

13 3. **THE PREMISES.**
14 a. **Location Information.**

15
16 _____
17 Street Address City/Town County
18
19 _____
20 Legal Description Assessor #

21 b. **Fixtures and Personal Property.** Except as excluded in Section 3(c) below, any sale or rental of the Premises shall include
22 all existing fixtures on the Premises, any existing personal property specified in Section 3(c) below, and all of the following
23 items of personal property, to the extent located on the Premises:
24

- 25 • free standing range/oven
- 26 • built in appliances
- 27 • light fixtures
- 28 • ceiling fans
- 29 • towel, curtain/drapery rods
- 30 • draperies/other window coverings
- 31 • attached floor coverings
- 32 • pool/spa equipment (including all
33 mechanical and cleaning systems)
- flush-mounted speakers
- attached fireplace equipment
- window/door screens, sun screens
- storm windows and doors
- shutters and awnings
- garage door opener(s) and control(s)
- attached media antennas/satellite dishes
- security and/or fire systems and/or alarms
- central vacuum hoses, and attachments
- landscaping, fountains and lighting
- water-misting systems
- solar systems
- pellet, wood-burning or gas-log stoves
- timers
- mailbox
- storage sheds
- water softeners
- water purification system

34 c. **Appliances and Additional Existing Personal Property.** The Premises shall include the following appliances which are
35 presently located in or upon the Premises: Refrigerator Washer Dryer

36 Other _____
37 **Additional items of personal property included in sale:** _____
38 _____
39 _____

40 **Fixtures and leased items NOT included in sale:** _____
41 _____
42 _____
43 _____

44 4. **ACCESS AND LOCKBOX.** Owner acknowledges that a lockbox and any other keys left with or available to Broker will permit
45 access to the Premises by Broker or any other broker, with or without potential purchasers or tenants ("Prospects"), even when
46 Owner or occupant is absent. Owner further acknowledges that, from time to time, unauthorized persons may have gained
47 access to properties using lockboxes. Owner acknowledges that neither the Arizona Regional Multiple Listing Service ("ARMLS"),
48 nor any Board or Association of REALTORS®, nor any broker (including Broker), is insuring Owner or occupant against theft, loss
49 or vandalism resulting from any such access. Owner is responsible for taking such steps as may be necessary to secure and
50 protect the Premises during any time that a lockbox is being used and obtaining appropriate insurance.
51

52 (Owner's Initials). Owner does / does not authorize Broker to install and use, on the Premises, a lockbox
53 containing the key to the Premises. If the Premises is occupied by someone other than Owner, Owner will provide to the

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54 Broker the occupant's written permission for the installation of the lockbox and the publication and dissemination of the
55 occupant's name and telephone number.
56

57 5. **AGENCY RELATIONSHIPS.** Owner understands that Broker is Owner's agent with respect to this Listing. Owner understands
58 that Broker, either acting directly or through one or more licensees within the same brokerage firm, may represent a Prospect
59 interested in the purchase or rental of the Premises. Owner authorizes the Premises to be shown to any such Prospect and
60 understands that Broker may legally represent both Owner and Prospect in a transaction with the knowledge and informed
61 consent of both parties.
62

63 6. **COMPENSATION TO BROKER.** Owner agrees to compensate Broker as follows:
64 a. **RETAINER.** Broker acknowledges receipt of a non-refundable retainer fee of \$ payable to Broker for initial
65 consultation, research and other services.

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

69 **For a: Sale:** **Rental:**

70 of the Purchase/Lease Price or a commission of a substantially similar allocable amount if the transaction is structured as
71 other than a purchase or sale.

72 With respect to any holdovers or renewals of rental, regardless of whether this Listing Contract has expired, Owner agrees
73 to pay a commission of

74 The same amount of sale or rental commission shall be due and payable to Broker if, without the consent of Broker, the
75 Premises is withdrawn from this Listing Contract, otherwise withdrawn from sale or rental, or is rented, transferred, or
76 conveyed by Owner through any other broker or otherwise.

77 c. **COOPERATION WITH AND COMPENSATION TO OTHER BROKERS.** With regard to this Listing Contract, Broker intends
78 to cooperate with all other brokers except when not in Owner's best interest:

79 and, in the case of a purchase, to offer compensation in the amount of % of the gross purchase price or
80 \$ to a buyer's broker, who represents the interest of the buyer(s), and not the interest of Owner in a
81 transaction;

82 or, in the case of a lease, to offer compensation in the amount of % of the gross lease price as calculated for
83 the entire term of the initial lease, or

84 \$ to a tenant's broker, who represents the interest of the tenant(s), and not the interest of Owner in a
85 transaction.

86 Furthermore, Broker may offer referral compensation to a referring broker who has no broker relationship with the
87 buyer/tenant or Owner. If not specified above, Owner authorizes Broker to share all such compensation with other brokers
88 in any manner acceptable to Broker.

89 d. **PAYMENT FROM ESCROW OR RENT.** Owner instructs the escrow company, if any, to pay all such compensation to
90 Broker in cash or certified funds as a condition to closing or upon cancellation of the escrow, and irrevocably assigns to
91 Broker, to the extent necessary, money payable to Owner at the closing or cancellation of escrow. Broker is authorized to
92 deduct compensation from any rent or other monies received on behalf of Owner.

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

96 f. **AFTER EXPIRATION.** After the expiration of this Listing Contract, the same commissions, as appropriate, shall be payable if
97 a sale, rental, exchange, or option is made by Owner to any person to whom the Premises has been shown or with whom
98 Owner or any broker has negotiated concerning the Premises during the term of this Listing Contract, (1) within

99 days after the expiration of this Listing Contract, unless the Premises has been listed on an exclusive basis with
100 another broker, or (2) during the pendency, including the closing, of any purchase contract or escrow relating to the
101 Premises that was executed or opened during the term of this Listing Contract, or (3) as contemplated by Paragraph 6(e).

102 g. **FAILURE TO COMPLETE.** If completion of a sale or rental is prevented by default of Owner, or with the consent of Owner,
103 the entire sale or rental commission, as appropriate, shall be paid to Broker by Owner. If any earnest deposit is forfeited for
104 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
105 the commission.

106 h. **CONSTRUCTION.** Listing Contract shall be construed as limiting applicable provisions of law relating to when commissions
107 are earned or payable. In the event of any express disagreement between any provision of this Listing Contract and the



108 terms of applicable law, the applicable provision of this Listing Contract shall be deemed as modified to the minimum extent
109 necessary to ensure compliance with applicable law.
110

111 7. **LISTING BROKER OBLIGATIONS AND AUTHORITY.** Broker agrees to make diligent and continued efforts to sell/lease the
112 Premises.

- 113 a. Owner authorizes Broker to place appropriate transaction signs on the Premises, including "For Sale" signs and "Sold" signs
114 OR "For Lease" and "Leased" signs.
115 b. Owner authorizes Broker to obtain information relating to the present mortgage(s) on the Premises.
116 c. Owner authorizes Broker to provide the information on the Listing/Data Entry Form, and any photographs of the Premises, to
117 ARMLS for publishing and dissemination, in whole or in part, in printed or electronic form, including via the Internet, to
118 ARMLS participants and the general public, even after the cancellation or expiration of the Listing. Broker is authorized to
119 report the sale, exchange, option or rental of the Premises, and its price, terms and financing, for dissemination through
120 ARMLS or otherwise to authorized ARMLS participants and to the public and for use by companies engaged in selling
121 information for various purposes, including but not limited to, appraisals or evaluations of tax assessments.
122 d. Owner authorizes Broker to market the Premises as Broker deems advisable, including marketing the Premises on the
123 Internet unless limited in (7)(d)(i) or (7)(d)(ii) below.

124 **(Owner opt-out) (Check one if applicable)**

- 125 (i) Owner does not authorize Broker to display the Listing on the Internet.
126 (ii) Display the Listing on the Internet except the street address of the Premises shall not be displayed on the Internet.
127 Owner understands and acknowledges that if Owner selects option (ii), consumers who conduct searches for listings on the
128 Internet will not see information about the listed Premises in response to their search.

- 129 e. Virtual Office Websites: Some real estate brokerages offer real estate brokerage services online. These websites are
130 referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a
131 Premises may be displayed in conjunction with a Premises on some VOWs. Anyone who registers on a Virtual Office
132 Website may gain access to such automated valuations or comments and reviews about any Premises displayed on a VOW.
133 Unless limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Premises.

134 **(Owner opt-out) (Check if applicable)**

- 135 (i) Owner does not authorize an automated estimate of the market value of the Premises (or hyperlink to such
136 estimate) to be displayed in immediate conjunction with any listing information relating to Premises.
137 (ii) Owner does not authorize third parties to write online comments or reviews about the Premises or the listing of the
138 Premises (or display a hyperlink to such comments or reviews) in immediate conjunction with any listing
139 information relating to the Premises.
140 f. Broker reserves the right to cancel this Listing Contract unilaterally for cause, which shall include, but is not limited to,
141 Broker's good faith belief that any service requested of Broker or any action undertaken by anyone other than Broker is (or
142 could be determined to be) in violation of any applicable law.
143

144 8. **ROLE OF BROKER.** Owner acknowledges that Broker is not responsible for the custody or condition of the Premises or for its
145 management (except under separate contract), maintenance, upkeep or repair.

146 9. **DOCUMENTS.** In connection with any sale or rental of the Premises, Owner consents to the use of the standard form of purchase
147 or rental contract used by Broker and all other standard documents used by Broker and the escrow and title companies.
148

149 10. **REALTOR® STATUS.** This agent is a REALTOR® member of the _____
150 Association/Board of REALTORS® and subscribes to the REALTOR® Code of Ethics. This agent is not a member of any
151 REALTOR® Association/Board, but as a Subscriber to the Arizona Regional Multiple Listing Service, Inc., has agreed to abide
152 by the Standards of Conduct of MLS Subscribers.
153

154 11. **OWNER OBLIGATIONS.** In consideration of Broker's obligations, Owner agrees to:
155 a. Cooperate with Broker in carrying out the purpose of this Listing Contract, including referring immediately to Broker all
156 inquiries regarding the Premises' transfer, whether by purchase or any means of transfer.
157 b. Provide Broker with keys to the Premises and make the Premises available for Broker to show during reasonable times.
158 c. Inform Broker prior to leasing, mortgaging or otherwise encumbering the Premises.
159 d. Inform Broker of any past due HOA, tax or other Premises related fees. During the term of this Listing Contract, Owner
160 agrees to continue disclosing to Broker all additional information of the type required by the preceding sentence promptly
161 after Owner becomes aware of any such information.
162 e. **Complete and return to Broker a Seller Property Disclosure Statement ("SPDS") form if the premises is to be sold,
163 and/or any disclosures required by the Arizona Residential Landlord and Tenant Act if the premises is to be
164 leased. These disclosures are designed to disclose pertinent property information. Broker shall have no
165 responsibility, in whole or part, for the preparation of the SPDS form nor any disclosures required in the Arizona
166 Residential Landlord and Tenant Act.**
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- 168 f. If applicable, sign and deliver to the escrow company a certificate indicating whether Owner is a foreign person or non-
 169 resident alien pursuant to the **Foreign Investment in Real Property Tax Act (FIRPTA)**.
- 170 g. Provide a **Disclosure of Lead-Based Paint and Lead-Based Paint Hazards** as required by the U.S. Department of
 171 Housing and Urban Development, if any Premises structure was built before 1978.
- 172 h. Deliver a completed **Affidavit of Disclosure** in the form required by law to a buyer within (5) days after purchase contract
 173 acceptance, if the Premises is located in an unincorporated area of the county, and five or fewer parcels of property other
 174 than subdivided property are being transferred.
- 175
- 176 12. **INSURANCE.** Owner acknowledges that Owner's or occupant's property could be damaged or stolen or persons visiting the
 177 Premises could be injured. Owner shall be responsible for obtaining appropriate insurance to cover such possible events.
- 178
- 179 13. **GENERAL WARRANTIES BY OWNER.** Owner represents and warrants:
- 180 a. **CAPACITY.** Owner has the legal capacity, full power and authority to enter into this Listing Contract, deliver marketable
 181 title to the Premises and consummate the transactions contemplated hereby on Owner's own behalf or on behalf of the
 182 party Owner represents, as appropriate.
- 183 b. **ADVERSE INFORMATION.** Owner has disclosed to Broker all material latent defects and information concerning the
 184 Premises known to Owner, including all material information relating to: connection to a public sewer system, septic tank or
 185 other sanitation system; the existence of any tax, judgment or other type of lien; past or present infestation by or treatment
 186 for wood-destroying pests or organisms; and past or present repair of the Premises for damage resulting from wood-
 187 destroying pests or organisms. During the term of this Listing Contract, Owner agrees to continue disclosing to Broker all
 188 additional information of the type required by the preceding sentence promptly after Owner becomes aware of any such
 189 information by updating SPDS or other written notice.
- 190 c. **CORRECT INFORMATION.** All information concerning the Premises in this Listing Contract, including the Data Entry Form
 191 relating to the Premises, or otherwise provided by Owner to Broker or to any Prospect is, or will be at the time provided,
 192 and shall be at close of escrow or occupancy by a tenant, true, correct and complete. Owner agrees to notify Broker
 193 promptly if there is any material change in such information until the latest to occur of the expiration of this Listing Contract,
 194 any close of escrow or occupancy by a tenant.
- 195 d. **USE OF LISTING CONTENT; INTELLECTUAL PROPERTY LICENSE.** Unless Owner delivers to Broker a written
 196 certification, expressly prohibiting the dissemination to a multiple listing service of the listing and any listing information
 197 relating to the Premises, Owner acknowledges and agrees that all photographs, images, graphics, video recordings, virtual
 198 tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to
 199 the Premises provided by Owner to Broker or Broker's agent (the "Owner Listing Content"), or otherwise obtained or
 200 produced by Broker or Broker's agent in connection with this Listing Contract (the "Broker Listing Content"), and any
 201 changes to the Owner Listing Content or the Broker Listing Content, may be filed with one or more multiple listing services,
 202 included in compilations of listings, and otherwise distributed, publicly displayed and reproduced, subject to the limitations
 203 listed in Section 7 of this Listing Contract. Owner hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty
 204 free license to use, sublicense through multiple tiers, publish, display, and reproduce the Owner Listing Content, to prepare
 205 derivative works of the Owner Listing Content, and to distribute the Owner Listing Content or any derivative works thereof,
 206 subject to the limitations listed in Section 7 of this Listing Contract. This non-exclusive license shall survive the termination
 207 of this Listing Contract for any reason whatever. Owner represents and warrants to Broker that the Owner Listing Content,
 208 and the license granted to Broker for the Owner Listing Content, do not violate or infringe upon the rights, including any
 209 copyright rights, or any person or entity. Owner acknowledges and agrees that as between Owner and Broker, all Broker
 210 Listing Content is owned exclusively by Broker, and Owner has no right, title or interest in or to any Broker Listing Content.
- 211
- 212 14. **UTILITIES.** During the term of this Listing Contract, Owner shall maintain continuous service to the Premises of all utilities which
 213 are currently connected to the Premises.
- 214
- 215 15. **RELIEF OF LIABILITY.** Broker is hereby relieved of any and all liability and responsibility for everything stated in Paragraphs
 216 11.e, 11.f, 11.g, 12, and 13.
- 217
- 218 16. **INDEMNIFICATION.** Owner agrees to indemnify and hold Broker, all Boards or Associations of REALTORS®, ARMLS and all
 219 other brokers harmless against any and all claims, expenses, liabilities, damages and losses arising from (i) any
 220 misrepresentation, breach of warranty or breach of a promise by Owner in this Listing Contract, (ii) any incorrect information
 221 supplied by Owner, (iii) any facts concerning the Premises not disclosed by Owner, including any facts known to Owner relating
 222 to adverse conditions or latent defects, (iv) the use of a lockbox, or (v) any injury or damage to persons or property in connection
 223 with the marketing or showing of the Premises. This indemnification shall survive Broker's performance and any transfer of title.
- 224
- 225 17. **OTHER OWNERS AND PROSPECTS.** Owner understands that other owners may make offers to sell or rent or may sell, rent,
 226 exchange or option properties similar to the Premises through Broker. Owner consents to any agency representation by Broker
 227 of such other owners before, during and after the expiration of this Listing Contract and understands that the Premises probably
 228 will not be presented or shown to every Prospect encountered by Broker.

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- 18. **ATTORNEYS' FEES.** In any action or proceeding to enforce any provision of this Listing Contract, or for damages sustained by reason of its breach, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, as set by the court or arbitrator and not by a jury, and all other related expenses, such as expert witness fees, fees paid to investigators and court costs. Additionally, if any broker hires an attorney to enforce the collection of any commission payable pursuant to this Listing Contract, and is successful in collecting some or all of such commission without commencing any action or proceeding, Owner agrees to pay such broker's reasonable attorneys' fees and costs and Owner also agrees to pay interest at the legal rate on all compensation and other amounts owed or due to broker from the time due until paid in full.
- 19. **DEPOSITS.** Owner authorizes brokers to accept earnest deposits on behalf of Owner and to issue receipts for such earnest deposits.
- 20. **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 recommendation 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.
- 21. **SUBSEQUENT PURCHASE OR LEASE OFFERS.** Broker acknowledges that Owner has the right to accept subsequent offers until the close 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 accepted by Owner must be backup offers, namely, contingent on the cancellation or other nullification of any contracts arising from the acceptance of earlier offers. Broker will change or maintain the correct MLS Listing status in accordance to the ARMLS Rules and Regulations and any associated policies.
(Check if applicable) Accept backup offers. Withhold verbal offers. Withhold all offers once Owner accepts a purchase or lease contract for the Premises.
- 22. **EQUAL HOUSING OPPORTUNITY.** The Premises will be presented in compliance with federal, state and local fair housing laws and regulations.
- 23. **TIME OF ESSENCE.** Time is of the essence in the performance of the obligations contained in this Listing Contract.
- 24. **COUNTERPARTS AND ELECTRONIC COPIES.** This Listing Contract may be executed in any number of counterparts by the parties hereto. All counterparts so executed shall constitute one Listing Contract binding upon all parties hereto, notwithstanding that all parties do not sign the same counterpart. Any legible electronic copy of the Listing Contract which indicates that the Listing Contract was fully executed shall be treated as an original Listing Contract.
- 25. **CONSTRUCTION OF LANGUAGE AND GOVERNING LAW.** The language of this Listing Contract shall be construed according to its fair meaning and not strictly for or against either party. Words used in the masculine, feminine or neuter shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. Whenever the words "include", "includes" or "including" are used in this Listing Contract, they shall be deemed to be followed by the words "without limitation". If this Listing Contract is used for a rental, exchange, or option instead of a sale of the Premises, all language in this Listing Contract relating to the sale of Premises shall be construed to apply as appropriate, to a rental, exchange, or option. For example, Owner shall be deemed to be Exchanger, Optionor, or Landlord respectively. This Listing Contract shall be governed by the laws of the State of Arizona.
- 26. **TAXES AND REGISTRATION.** Owner acknowledges that a rental property must be registered with the County Assessor's Office and may be subject to a tax on gross receipts and a special rental classification for property taxes. Owner agrees to obtain appropriate licenses and pay fees and taxes when due. Owner agrees to indemnify and hold Broker harmless for any such tax liability, including penalties and interest.

27. **ADDITIONAL TERMS.**

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Additional addendum/addenda attached.

28. **ENTIRE AGREEMENT.** This Listing Contract including the Data Entry Sheet, plus any attached exhibits and any addenda or supplements signed by Owner and Broker, shall constitute the entire agreement between Owner and Broker and supersede any other written or oral agreements between Owner and Broker. It is the intention of the parties that this Listing Contract shall be a legally binding contract once it has been signed by Owner and Broker even though none, or only some, of the pages have been initialed by Owner. This Listing Contract can be modified only by a writing signed by Owner and Broker. THE TERMS AND CONDITIONS IN THIS LISTING CONTRACT PLUS ALL INFORMATION ON THE DATA ENTRY FORM ARE INCORPORATED HEREIN BY REFERENCE. COMMISSIONS PAYABLE FOR THE SALE, RENTAL OR MANAGEMENT OF PREMISES ARE NOT SET BY ANY BOARD OR ASSOCIATION OF REALTORS® OR MULTIPLE LISTING CONTRACT SERVICE OR IN ANY MANNER OTHER THAN BY NEGOTIATION BETWEEN THE BROKER AND THE OWNER. BY SIGNING BELOW, OWNER ACKNOWLEDGES THAT HE HAS READ, UNDERSTANDS AND ACCEPTS ALL TERMS AND PROVISIONS CONTAINED HEREIN AND THAT HE HAS RECEIVED A COPY OF THIS LISTING CONTRACT.

Print Name of Owner		Print Name of Owner	
Street	City/Town	State	Zip
Phone	Fax	Owner's email Address	
Owner's Signature	Mo/Da/Yr	Owner's Signature	Mo/Da/Yr

ADDITIONAL OWNER(S) (If applicable)

Print Name of Owner		Print Name of Owner	
Street	City/Town	State	Zip
Phone	Fax	Owner's email Address	
Owner's Signature	Mo/Da/Yr	Owner's Signature	Mo/Da/Yr

Additional Owner information attached.

In consideration of Owner's representations and promises in this Listing Contract, Broker agrees to endeavor to effect a sale, rental, exchange, or option in accordance with this Listing Contract.

Firm Name (Broker)	Preferred Phone	Fax	
By: _____	_____	_____	
Agent's Signature	Agent Name (Printed)	Date (Mo/Da/Yr)	Agent's Email

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For Broker's office use only:
Broker's File/Lot No. _____ Broker/Manager Initials _____ Date: _____

