

6. REMEDIES

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

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

7. ADDITIONAL TERMS AND CONDITIONS

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204. **Equal Housing Opportunity:** Broker and Owner shall comply with all federal, state and local fair housing laws and regulations.
205. **Assignment:** Neither Broker nor Owner may assign any rights or obligations pursuant to this Agreement without the prior
206. consent of the other, and any attempted assignment without consent shall be void and of no effect.
207. **Other Owners:** Owner acknowledges and agrees that Broker may now or in the future represent other owners and tenants of
208. other similar properties.
209. **Arizona Law:** This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
210. **Notices/Statements/Reports:** Unless otherwise provided, delivery of all notices, statements, reports, and disbursements ("Notice")
211. required or permitted hereunder shall be in writing addressed to Owner or Broker as indicated in Sections 8 and 9 and deemed
212. delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses
213. are provided herein; (iv) sent by recognized overnight courier service, or (v) sent by U.S. mail, in which case the Notice shall be
214. deemed received when actually received or five (5) days after the notice is mailed, whichever occurs first.

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Initials>

OWNER	OWNER

- 215. **Days:** All references to days shall be deemed to be calendar days unless otherwise provided.
- 216. **Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Property Management Agreement
- 217. between Owner and Broker, shall supersede any other written or oral agreements, and can be modified only by a writing signed by
- 218. Owner and Broker. Invalidation or unenforceability of one or more provisions of this Agreement shall not affect any other provisions of
- 219. this Agreement. The failure to initial any page of this Agreement shall not affect its validity or terms.
- 220. The undersigned agree to the terms and conditions set forth herein.

8. OWNER

221. _____ MO/DA/YR _____ MO/DA/YR
 ^ OWNER'S/AUTHORIZED REPRESENTATIVE'S SIGNATURE

222. _____
 OWNER'S/AUTHORIZED REPRESENTATIVE'S PRINTED NAME

223. _____
 ADDRESS

224. _____ CITY _____ STATE _____ ZIP CODE _____ CITY _____ STATE _____ ZIP CODE

225. _____ TELEPHONE _____ FAX _____ TELEPHONE _____ FAX

226. _____
 EMAIL

227. _____
 EMERGENCY CONTACT AUTHORIZED TO ACT ON OWNER'S BEHALF TELEPHONE EMAIL

9. BROKER

228. _____ MO/DA/YR _____ MO/DA/YR
 ^ BROKER SIGNATURE SALESPERSON'S SIGNATURE

229. _____ AGENT CODE _____ MO/DA/YR
 PRINT SALESPERSON'S NAME

230. _____ FIRM CODE _____
 BROKER FIRM NAME

231. _____ ADDRESS _____ CITY _____ STATE _____ ZIP CODE

232. _____ TELEPHONE _____ FAX

233. _____
 EMAIL

For Broker Use Only:			
Brokerage File/Log No. _____	Manager's Initials _____	Broker's Initials _____	Date _____

Initials>

OWNER	OWNER