









**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**

185. \_\_\_\_\_  
186. \_\_\_\_\_  
187. \_\_\_\_\_  
188. \_\_\_\_\_  
189. \_\_\_\_\_  
190. \_\_\_\_\_  
191. \_\_\_\_\_  
192. \_\_\_\_\_  
193. \_\_\_\_\_  
194. \_\_\_\_\_  
195. \_\_\_\_\_  
196. \_\_\_\_\_  
197. \_\_\_\_\_  
198. \_\_\_\_\_  
199. \_\_\_\_\_  
200. \_\_\_\_\_  
201. \_\_\_\_\_  
202. \_\_\_\_\_  
203. \_\_\_\_\_

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.

>>

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

225. \_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX

226. \_\_\_\_\_ EMAIL

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

**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

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