
AN UNSIGNED REAL ESTATE AGREEMENT IS NOT ENFORCEABLE

September 25, 2012 | Law Alerts

Young v. Rose

Ct. Appeals, Division One, September 25, 2012

Authored by the [JSH Appellate Team](#)

A real estate agent may sue to recover compensation under a real estate employment agreement only if there is a written agreement that complies with both A.R.S. §§ 44-101(7) and 32-2151.02(A). By enacting Section 32-2151.02(A), the legislature codified case law imposing specific legal requirements on real estate professionals' contracts beyond those contained within the general statute of frauds. However, the matter was remanded back to the superior court to give the parties the opportunity to submit affidavits or other evidence relevant to an electronic signature issue.