



EXCLUSIVE SELLER LISTING AGREEMENT

(ALSO REFERRED TO AS EXCLUSIVE SELLER BROKERAGE AGREEMENT)

State law prohibits Broker from representing Seller as a client without first entering into a written agreement with Seller under O.C.G.A. § 10-6A-1 et. seq.

For and in consideration of the mutual promises contained herein and other good and valuable consideration, _____ as seller
(hereinafter referred to as “Seller” or “Client”), and
_____ as broker and its affiliated licensees
(hereinafter collectively referred to as “Broker”) do hereby enter into this Agreement, this date of _____.



EXCLUSIVE SELLER LISTING AGREEMENT

(ALSO REFERRED TO AS EXCLUSIVE SELLER BROKERAGE AGREEMENT)

State law prohibits Broker from representing Seller as a client without first entering into a written agreement with Seller under O.C.G.A. § 10-6A-1 et. seq.

For and in consideration of the mutual promises contained herein and other good and valuable consideration, _____ **John Johnson, Emily Johnson** _____ as seller (hereinafter referred to as “Seller” or “Client”), and _____ **Adams & Sons Realty, Inc.** _____ as broker and its affiliated licensees (hereinafter collectively referred to as “Broker”) do hereby enter into this Agreement, this date of _____ **November 2, 20xx**

_____.



EXCLUSIVE SELLER LISTING AGREEMENT

1. Exclusive Listing Agreement.

Seller hereby grants to Broker the exclusive right and privilege as the agent of the Seller to show and offer for sale the property located at

___ **456 Hilltop Drive**

_____, ___ **Carson**

_____ Georgia ___ **33333** _____

TAXID/PIN # ___ **6-32-122A** _____ and more particularly described in the Legal Description Paragraph below (all of which is hereinafter collectively referred to as “Property”) as the real estate broker for Seller. The term of this Agreement shall begin on the date of _____ and shall continue through the date of _____ (hereinafter referred to as “Listing Period”), unless otherwise terminated in accordance with this Agreement.



EXCLUSIVE SELLER LISTING AGREEMENT

1. Exclusive Listing Agreement.

Seller hereby grants to Broker the exclusive right and privilege as the agent of the Seller to show and offer for sale the property located at

___ 456 Hilltop Drive

_____, ___ Carson
____ Georgia ___ 33333 ___

TAXID/PIN # ___ 6-32-122A ___ and more particularly described in the Legal Description Paragraph below (all of which is hereinafter collectively referred to as “Property”) as the real estate broker for Seller. The term of this Agreement shall begin on the date of ___ November 4, 20xx ___ and shall continue through the date of ___ March 3, 20xx ___ (hereinafter referred to as “Listing Period”), unless otherwise terminated in accordance with this Agreement.



EXCLUSIVE SELLER LISTING AGREEMENT

2. **Legal Description.** The full legal description of the Property is:
[Select A, B, C or D below. The sections not marked shall not be a part of this Agreement.]
- A. attached as an exhibit hereto;
 - B. identical to the legal description for the property contained in the deed recorded in Deed Book 232 , Page 188 , et. seq.,
 Carson County, Georgia records;
 - C. described below:
Land Lot(s) _____ of the _____ District, _____ Section/
GMD, Lot _____, Block _____, Unit
_____, Phase/Section _____ of _____
Subdivision/Development, _____ County, Georgia
according to the plat recorded in Plat Book _____, Page
_____, et. seq., _____ County, Georgia records.



EXCLUSIVE SELLER LISTING AGREEMENT

2. **Legal Description.** The full legal description of the Property is:
[Select A, B, C or D below. The sections not marked shall not be a part of this Agreement.]

- A. attached as an exhibit hereto;
- B. identical to the legal description for the property contained in the deed recorded in Deed Book 232, Page 188, et. seq.,
Carson County, Georgia records;
- C. described below:
Land Lot(s) N/A of the N/A District, N/A Section/ GMD,
Lot N/A, Block N/A, Unit N/A, Phase/Section N/A of
N/A Subdivision/Development, N/A
N/A County, Georgia according to the plat recorded in Plat Book N/A
N/A, Page N/A, et. seq.,
N/A County, Georgia records.



EXCLUSIVE SELLER LISTING AGREEMENT

- D. described below if Property is a condominium unit and a full unit legal description is to be used:
Unit N/A of N/A Condominium
("Condominium"), located in Land Lot N/A of the N/A
 District of N/A County, Georgia, together
with its percentage of undivided interest in the common elements of the
Condominium, and its interest in the limited common elements assigned to the
unit ("Unit"). The Condominium was created pursuant to the Declaration of
Condominium for any Condominium ("Declaration"), recorded in Deed Book
 N/A ,
Page N/A , et seq., N/A County, Georgia records
("Declaration"), and shown and delineated on the plat of survey filed in
Condominium Plat Book N/A , Page N/A , N/A
County, Georgia records, and on the floor plans filed in Condominium Floor
Plan Book N/A , Page N/A , N/A County, Georgia
records.



EXCLUSIVE SELLER LISTING AGREEMENT

3. **Broker's Duties to Seller.** Broker's sole duties to Seller shall be to:
- A. make all disclosures required by law;
 - B. Use Broker's best efforts to procure a buyer ready, willing, and able to purchase Property at a sales price of at least \$ 179,000.00 (which amount includes the commission) or any other price acceptable to Seller;
 - C. Comply with all applicable laws in performing its duties hereunder including the Brokerage Relationships in Real Estate Transaction Act, O.C.G.A. § 10-6A-1 et. seq.; and
 - D. *[Select one. The box not checked shall not be a part of this Agreement.]*
 - 1. Assist to the extent requested by Seller in negotiating the terms of and filling out a pre-printed real estate purchase and sale agreement; or
 - 2. Not assist in negotiating the terms of or filling out a pre-printed real estate purchase and sale agreement and/or counteroffer.



EXCLUSIVE SELLER LISTING AGREEMENT

3. **Broker's Duties to Seller.** Broker's sole duties to Seller shall be to:
- A. make all disclosures required by law;
 - B. Use Broker's best efforts to procure a buyer ready, willing, and able to purchase Property at a sales price of at least \$ 179,000.00 (which amount includes the commission) or any other price acceptable to Seller;
 - C. Comply with all applicable laws in performing its duties hereunder including the Brokerage Relationships in Real Estate Transaction Act, O.C.G.A. § 10-6A-1 et. seq.; and
 - D. *[Select one. The box not checked shall not be a part of this Agreement.]*
 - 1. Assist to the extent requested by Seller in negotiating the terms of and filling out a pre-printed real estate purchase and sale agreement; or
 - 2. Not assist in negotiating the terms of or filling out a pre-printed real estate purchase and sale agreement and/or counteroffer.



EXCLUSIVE SELLER LISTING AGREEMENT

4. **Seller's Duties.** Seller represents that Seller:
- A. presently has title to Property or has full authority to enter into this Agreement;
 - B. will cooperate with Broker to sell Property to prospective buyers and will refer all inquiries concerning the sale of Property to the Broker during the term of this agreement;
 - C. will make Property available for showing at reasonable times as requested by Broker;
 - D. will provide Broker with accurate information regarding Property (including information concerning all adverse material facts pertaining to the physical condition of Property); and
 - E. must fully comply with all state and federal laws.



EXCLUSIVE SELLER LISTING AGREEMENT

5. Fair Housing Disclosure

Seller acknowledges that Broker is committed to providing equal housing opportunities to all persons and that Seller and Broker are obligated to comply with state and federal fair housing laws in selling the Property. Seller agrees not to discriminate in the sale of the Property on the basis of race, color, religion, national origin, sex, familial status, disability or sexual orientation.



EXCLUSIVE SELLER LISTING AGREEMENT

6. Marketing

A. Generally: If Seller desires to limit the manner or scope in which the Property is marketed Seller should check the appropriate box or boxes below. Any box not selected shall not be a part of this Agreement.

- Seller does not wish to have information about the Property displayed on the Internet.
- Seller does not wish to have the address of the Property identified on the Internet, but does wish to have all other information about the Property displayed on the Internet.
- Seller does not wish for third parties to be able to write comments or reviews regarding the listing or display a hyperlink to such reviews on an Internet web site of a broker or affiliated licensee of a broker.

. . . *continued*



EXCLUSIVE SELLER LISTING AGREEMENT

6. Marketing – A. – *continued*

Other than the restrictions referenced above, Broker is authorized to market and advertise Property for sale in any media of Broker's choosing, including the Internet and multiple listing services, and attempt to procure buyers for the Property in cooperation with other real estate brokers and their affiliated licensees. Seller acknowledges that in listing the Property in a multiple listing service, all members of multiple listing services and real estate related third parties will have access to Seller's listing information including images and recordings and the right to use all available technology to create, download, store, supplement and manipulate such listing information to assist Seller in the sale of the Property and for tracking and analyzing real estate transactions. Such images and recordings shall not belong to or be the property of Seller and may not be copied, reproduced or used by Seller or other third parties without the express written permission of the Broker or . . .



EXCLUSIVE SELLER LISTING AGREEMENT

6. Marketing – A. – *continued*

. . . owner thereof. Seller agrees not to place any advertisements on the Property or to advertise the Property for sale in any media except with the prior written consent of Broker. Broker is also hereby authorized to place Broker's "For Sale" sign on Property. If the Property is sold or a contract for the sale or exchange of the Property is entered into during the term of this Agreement, the Broker may advertise the Property (including images thereof) in any media of Broker's choosing as being "under contract" while a sale is pending and as being "sold" upon the closing of the Property.



EXCLUSIVE SELLER LISTING AGREEMENT

6. Marketing

- B. Multiple Listing Service(s): Broker agrees to file this listing with the following multiple listing service(s) __ **Northwest Multiple Listing Service** _____. Broker agrees to file this listing with said Service(s) within 48 hours after Seller signs the same (excepting weekends, federal holidays and postal holidays). Seller acknowledges that the MLS(s) is/are not a party to this Agreement and is/are not responsible for errors or omissions on the part of Seller or Broker. Seller agrees to indemnify Service(s) from and against any and all claims, liabilities, damages or losses arising out of or related to the listing and sale of Property. Seller acknowledges that by virtue of listing the Property in MLS(s), all MLS(s) members and their affiliated licensees, will have access to Seller's listing information for the purpose of assisting Seller in the sale of the Property.



EXCLUSIVE SELLER LISTING AGREEMENT

6. Marketing

- C. Consent of Seller to be Called: If Seller is on a "Do Not Call List," Seller expressly consents to any of the above parties calling Seller for any purpose related to the sale of the Property. Seller further acknowledges and agrees that no MLS(s) member or any affiliated licensee of the MLS(s) member shall have any liability for calling the Seller after the expiration or termination of this Agreement. Such calls are hereby expressly consented to by Seller. This paragraph shall survive past the term of this Agreement.



EXCLUSIVE SELLER LISTING AGREEMENT

6. Marketing

- D. Lockboxes: A lockbox may be used in connection with the marketing of Property. There have been isolated instances of reported burglaries of homes on which lockboxes have been placed and for which the lockbox has been alleged to have been used to access the home. In order to minimize the risk of misuse of the lockbox, Broker recommends against the use of lockboxes on door handles that can be unscrewed from the outside or on other parts of the home from which the lockbox can be easily removed. Since others will have access to Property, Seller agrees to either remove all valuables, prescription drugs and/or keys, or put them in a secure place.



EXCLUSIVE SELLER LISTING AGREEMENT

7. Retainer Fee

[NOT TO BE COLLECTED IN A SHORT SALE TRANSACTION].

In entering into this Agreement Seller has paid Broker a Retainer Fee of \$____ **N/A** _____ which shall be non-refundable except as follows. In the event Seller sells the Property in a transaction in which Broker is paid the full commission referenced herein, the Retainer Fee shall be refunded to Seller by Broker at the closing of the transaction. Otherwise, upon the expiration of this agreement, the retainer fee shall be retained by Broker to partially offset Broker's costs and compensate Broker for Broker's time in providing real estate brokerage services to Seller.



EXCLUSIVE SELLER LISTING AGREEMENT

8. Commission

A. In the event that during the term of this Agreement Seller enters into a contract (including an option contract) for the sale or exchange of the Property, or any portion thereof, with any buyer, Seller agrees to pay Broker at closing (and regardless of whether the closing is during or after the term of this Agreement), the following commission:

[Select one or more of the following sections below. The sections not marked shall not be a part of this Agreement]:

- _____ (six) 6 _____ percent (%) of the sales price;
- \$ _____ N/A _____ ;
- (Other) _____ N/A _____ .



EXCLUSIVE SELLER LISTING AGREEMENT

8. Commission – A. – *continued*

In addition, Seller agrees to immediately pay Broker the commission referenced above if during the term of this Agreement any of the following events occur:

1. Seller defaults under any contract to sell or exchange the Property (including an option contract);
2. Without the consent of Broker, Seller and a buyer mutually agree to terminate a contract for the purchase and sale or exchange of the Property (including an option contract); or
3. Seller refuses to accept a lawful, bona fide, written offer to purchase the Property meeting the following terms and conditions at a time when the Property is not otherwise under contract:



EXCLUSIVE SELLER LISTING AGREEMENT

8. Commission – A.3. – *continued*
 - a) The purchase price in the offer, after deducting all fees, costs and contributions to be paid by the Seller (other than the real estate brokerage commission to be paid by Seller and the Seller's payment of ad valorem property taxes through the date of closing) is for at least the full listing price set forth herein and is to be paid in cash or cash equivalent at the closing.
 - b) The offer is not subject to contingencies, conditions precedent, due diligence periods, or required terms other than those set forth herein;



EXCLUSIVE SELLER LISTING AGREEMENT

8. Commission – A.3. – *continued*
 - c) The offer is not subject to Seller warranties or representations other than: (1) those warranties the Seller agrees to provide in any Seller's Property Disclosure Statement the Seller has filled out and made available to prospective buyers for inclusion in any offer, and (2) the Seller warranting to convey good and marketable title (which for all purposes herein shall have the same meaning as set forth in the GAR Purchase and Sale Agreement, Form F20) to the Property at closing by general warranty deed; and



EXCLUSIVE SELLER LISTING AGREEMENT

8. Commission – A.3. – *continued*

- d) The date of closing in the offer is not less than thirty (30) days nor more than forty-five (45) days from the offer date. Notwithstanding the above, in the event there are multiple offers to purchase the Property, Seller shall not be in breach of this Agreement if the Seller first gives the prospective buyers a reasonable opportunity (not exceeding 10 days from the date of the first offer) to make their best offer to purchase the Property.



EXCLUSIVE SELLER LISTING AGREEMENT

8. Commission – *continued*

- B. Broker shall share this commission with a cooperating broker, if any, who procures the buyer of Property by paying such cooperating broker at closing ___ **(three) 3** ___ percent (%) of the sales price of Property OR \$ ___ **N/A** _____. In addition, cooperating brokers are expressly intended to be third-party beneficiaries under this Agreement.



EXCLUSIVE SELLER LISTING AGREEMENT

8. Commission – *continued*

- C. If Seller during the Protected Period, as that term is hereinafter defined, sells or contracts to sell or exchange Property to any buyer who made an offer on, was introduced to, visited, received information on, inquired about, or otherwise learned of the Property during the term of this Agreement, as a result of the efforts of the Broker, then Seller shall pay the commission referenced above to Broker at the closing of the sale or exchange of Property to said buyer. The term “Protected Period” shall refer to the ___ 90 ___ day period following the earlier of either: (a) the expiration of this Agreement; or (b) the date that the Agreement is terminated upon the mutual, written consent of the Broker and Seller. If this Agreement is terminated by Seller without the express, written consent of Broker, the Protected Period shall be the time period referenced above plus the number of days that remained on the term of this Agreement at the time it was terminated early without the express, written consent of Broker. In such event, the Protected Period shall commence . . .



EXCLUSIVE SELLER LISTING AGREEMENT

8. Commission – C. – *continued*

C. . . . on the date this Agreement was terminated early without the express written consent of Broker. For the purposes of this Agreement, the term “buyer” shall include buyer, all members of the buyer’s immediate family, any legal entity in which buyer or any member of buyer’s immediate family owns or controls, directly or indirectly, more than ten percent (10%) of the shares or interests therein, and any third party who is acting under the direction or control of any of the above parties. Notwithstanding the above, no listing commission shall be paid to Broker if this Agreement has either expired or been terminated upon the mutual, written consent of Broker and Seller and the Property is sold or contracted to be sold to a prospective buyer by or through another licensed broker with whom Seller has signed an exclusive right to sell listing agreement. The commission rights and obligations set forth herein shall survive the termination or expiration of this Agreement.



EXCLUSIVE SELLER LISTING AGREEMENT

9. Seller Default

In the event Seller defaults under this Agreement, Seller shall, in addition to its other obligations set forth elsewhere herein, reimburse Broker for the out-of-pocket costs and expenses incurred by Broker and Broker's affiliated Licensees in seeking to market and sell the Property. Such costs and expenses shall include without limitation printing and copying charges, mileage at the highest rate allowed by the IRS as a business deduction and expenses to advertise the Property in various media. Seller shall also pay all costs, fees and charges for removing the listing from any multiple listing service. The payment of these costs, fees, charges and expenses by Seller shall not waive or limit Broker's right to assert any other claim, cause of action or suit (hereinafter collectively "Claims") against Seller for a real estate commission(s) and/or other damages and shall not release Seller from such Claims. Notwithstanding the above, the amount of such fees, charges, costs and expenses paid by Seller to Broker hereunder shall be an offset against any Claim of Broker for a real estate commission(s).



EXCLUSIVE SELLER LISTING AGREEMENT

10. Seller's Property Disclosure Statement

Within three (3) days of the date of this Agreement, Seller agrees to provide Broker with a current, fully executed Seller's Property Disclosure Statement. In addition, if any dwelling on the Property, or portion thereof, was constructed prior to 1978, Seller agrees to additionally provide Broker with a current fully executed Lead-Based Paint Disclosure Exhibit (GAR Form F54) within the same timeframe so that Broker may provide the same to buyers in accordance with federal law. Broker is hereby authorized to distribute the Seller's Property Disclosure Statement and any Lead-Based Paint Exhibit to buyers interested in Property. Seller agrees to promptly update any of the above-referenced disclosure documents should any changes occur.



EXCLUSIVE SELLER LISTING AGREEMENT

11. Limits on Broker's Authority and Responsibility

Seller acknowledges and agrees that Broker:

- A. may show other properties to prospective buyers who are interested in the Property;
- B. shall not be responsible to advise Seller on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of the property; the condition of the property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to the property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; . . .



EXCLUSIVE SELLER LISTING AGREEMENT

11. Limits on Broker's Authority and Responsibility – B. – *continued*

. . . the availability and cost of utilities or community amenities; the appraised or future value of the property; any condition(s) existing off the property which may affect the property; the terms, conditions and availability of financing; and the uses and zoning of the property whether permitted or proposed. Seller acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they should seek independent expert advice relative thereto. Seller acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to property and that such tasks clearly fall outside the scope of real estate brokerage services;



EXCLUSIVE SELLER LISTING AGREEMENT

11. Limits on Broker's Authority and Responsibility – *continued*
- C. shall owe no duties to Seller nor have any authority on behalf of Seller other than what is set forth in this Agreement;
 - D. may make all disclosures required by law;
 - E. may disclose all information about Property to others;
 - F. shall not be responsible for insuring that Seller complies with the duties and deadlines contained in any purchase agreement entered into by Seller and that Seller shall be solely responsible for the same;
 - G. shall be held harmless by Buyer from any and all claims, causes of action, or shall, under no circumstances, have any liability greater than the amount of the real estate commission paid hereunder to Broker (excluding any commission amount paid to a cooperating real estate broker, if any) or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars;



EXCLUSIVE SELLER LISTING AGREEMENT

11. Limits on Broker's Authority and Responsibility – *continued*
- H. shall be held harmless by Seller from any and all claims, causes of action, or damages arising out of or relating to:
1. inaccurate and/or incomplete information provided by Seller to Broker;
 2. earnest money handled by anyone other than Broker;
 3. Seller's negligence;
 4. Any loss or theft of valuables, prescription drugs or keys, relating to the use of a lockbox or an open house resulting from Seller's failure to remove or secure the same;
 5. the existence of undisclosed material facts about the Property or the transaction; or
 6. any damages or injuries occurring on the Property as a result of dangerous or defective conditions on the Property or the failure to secure or restrain pets.



EXCLUSIVE SELLER LISTING AGREEMENT

11. Limits on Broker's Authority and Responsibility – *continued*
 - I. shall have no authority to bind Seller to any contract or agreement.



EXCLUSIVE SELLER LISTING AGREEMENT

12. Disclosures

- A. Broker agrees to keep confidential all information which Seller asks to be kept confidential by express request or instruction unless Seller permits such disclosure by subsequent word or conduct or such disclosure is required by law. Seller acknowledges, however, that Buyer and Buyer's broker may possibly not treat any offer made by Seller (including its existence, terms and conditions) as confidential unless those parties have entered into a Confidentiality Agreement with Seller.
- B. Broker may not knowingly give customers false information.
- C. In the event of a conflict between Broker's duty not to give customers false information and the duty to keep the confidences of Seller, the duty not to give customers false information shall prevail.



EXCLUSIVE SELLER LISTING AGREEMENT

12. Disclosures – *continued*

- D. Unless specified below, Broker has no other known agency relationships with other parties which would conflict with any interests of Seller (except that Broker may represent other buyers, sellers, landlords, and tenants in buying, selling or leasing property).
- E. In the event Seller has unilaterally terminated a Listing Agreement on the Property with a different broker, Seller acknowledges that in addition to Seller's commission obligations to Broker set forth herein, Seller may also owe a real estate commission to the previous broker in certain circumstances.



EXCLUSIVE SELLER LISTING AGREEMENT

13. Disclosure of Potentially Fraudulent Activities

- A. To help prevent fraud in real estate transactions, Seller does hereby give Broker permission to report any suspicious, unusual and/or potentially illegal or fraudulent activity (including but not limited to mortgage fraud) to:
 - 1. Governmental officials, agencies and/or authorities; and/or
 - 2. Any mortgage lender, mortgage insurer, mortgage investor and/or title insurance company which could potentially be harmed if the activity was in fact fraudulent or illegal.
- B. Seller acknowledges that Broker does not have special expertise with respect to detecting fraud in real estate transactions. Therefore, Seller acknowledges that:
 - 1. Activities which are fraudulent or illegal may be undetected by Broker; and
 - 2. Activities which are lawful and/or routine may be reported by Broker as being suspicious, unusual or potentially illegal or fraudulent.



EXCLUSIVE SELLER LISTING AGREEMENT

14. Broker's Policy on Agency

Unless Broker indicates below that Broker is not offering a specific agency relationship, the types of agency relationships offered by Broker are: seller agency, buyer agency, designated agency, dual agency, sub-agency, landlord agency, and tenant agency. The agency relationship(s), if any, not offered by Broker is/are the following:

_____ Sub-Agency _____

_____ N/A _____



EXCLUSIVE SELLER LISTING AGREEMENT

15. Dual Agency Disclosure

[Applicable only if Broker's agency policy is to practice dual agency]

If Seller and a prospective buyer are both being represented by the same Broker, Seller is aware that Broker is acting as a dual agent in this transaction and consents to the same. Seller has been advised that:

- A. In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- B. Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from either client which is not otherwise required to be disclosed by law;
- C. Seller does not have to consent to dual agency and, the consent of the Seller to dual agency has been given voluntarily and the Seller has read and understands the brokerage engagement agreement.



EXCLUSIVE SELLER LISTING AGREEMENT

15. Dual Agency Disclosure - *continued*

- D. Notwithstanding any provision to the contrary contained herein, Seller hereby directs Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
- E. Broker or Broker's affiliated licensees will timely disclose to each client the nature of any material relationship with other clients other than that incidental to the transaction. A material relationship shall mean any actually known personal, familial, or business relationship between Broker and a client which would impair the ability of Broker to exercise fair and independent judgment relative to another client. The other party whom Broker may represent in the event of dual agency may or may not be identified at the time Seller enters into this Agreement. If any party is identified after the Agreement and has a material relationship with Broker, then Broker shall timely provide to Seller a disclosure of the nature of such relationship.



EXCLUSIVE SELLER LISTING AGREEMENT

16. Designated Agency Disclosure

[Applicable only if Broker's agency policy is to practice designated agency]

Seller does hereby consent to Broker acting in a designated agency capacity in transactions in which Broker is representing Seller and a prospective buyer. With designated agency, Broker assigns one or more of its affiliated licensees exclusively to represent the Seller and one or more of its other affiliated licensees exclusively to represent the prospective buyer.



EXCLUSIVE SELLER LISTING AGREEMENT

17. Independent Contractor Relationship

This Agreement shall create an independent contractor relationship between Broker and Seller. Broker shall at no time be considered an employee of Seller. If there is an affiliated licensee of Broker directly assisting Broker in marketing and selling the Property, said licensee shall be an:

[Select all which apply. Any section not selected shall not be a part of this Agreement.]

- Independent contractor of Broker
- Employee of Broker



EXCLUSIVE SELLER LISTING AGREEMENT

18. Arbitration

All claims arising out of or relating to this Agreement and the alleged acts or omissions of any or all the parties hereunder shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et. seq. and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a . . .



EXCLUSIVE SELLER LISTING AGREEMENT

18. Arbitration - *continued*

. . . coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award. All claims shall be brought by a party in his or her individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding anything to the contrary contained herein, this agreement to arbitrate shall not apply to: (1) any claim regarding the handling and disbursement of earnest money; and (2) any claim of Broker regarding the entitlement to or the non-payment of a real estate commission hereunder.



EXCLUSIVE SELLER LISTING AGREEMENT

19. Extension

If during the term of this Agreement, Seller and a prospective buyer enter into a real estate sales contract or option to purchase contract which is not consummated for any reason whatsoever, then the original expiration date of this Agreement shall be automatically extended for the number of days that Property was under contract.



EXCLUSIVE SELLER LISTING AGREEMENT

20. Referrals

Seller hereby authorizes Broker to refer Seller to another real estate licensee or broker for brokerage or relocation services not related to the sale of the Property. Seller acknowledges and agrees that Broker may receive a valuable consideration for the referral.



EXCLUSIVE SELLER LISTING AGREEMENT

21. No Imputed Knowledge

Seller acknowledges and agrees that with regard to any property in which Seller intends to sell, there shall be no knowledge imputed between Broker and Broker's licensees or between the different licensees of Broker. Broker and each of Broker's licensees shall be deemed to have only actual knowledge of such properties.



EXCLUSIVE SELLER LISTING AGREEMENT

22. Governing Law

This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia.



EXCLUSIVE SELLER LISTING AGREEMENT

23. Survival

The commission rights of Broker and the commission obligations of Seller set forth herein shall survive termination or expiration of this Agreement.



EXCLUSIVE SELLER LISTING AGREEMENT

24. Entire Agreement

This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of Seller. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence.



EXCLUSIVE SELLER LISTING AGREEMENT

25. GAR Forms

The Georgia Association of REALTORS[®], Inc. (“GAR”) makes certain standard real estate forms available to its members. These GAR forms are frequently provided to the parties in real estate transactions by the REALTORS[®] with whom they are working. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.



EXCLUSIVE SELLER LISTING AGREEMENT

26. Time of Essence

Time is of the essence of this Agreement.



EXCLUSIVE SELLER LISTING AGREEMENT

27. Receipt by Seller of Consumer Protection Brochure.

Seller acknowledges that Seller has OR has not received a copy of the GAR brochure entitled “Protect Yourself When Selling a House” (Form F16).



EXCLUSIVE SELLER LISTING AGREEMENT

28. Notices

- A. Communications Regarding Real Estate Transactions. Client acknowledges that many communications and notices in real estate transactions are of a time sensitive nature and that the failure to be available to receive such notices and communications can have adverse legal, business and financial consequences. During the term of this Agreement, Client agrees to remain reasonably available to receive communications from Broker.
- B. Notices between Broker and Client Regarding this Agreement. Client and Broker agree that communications and notices between them regarding the terms of this Agreement shall be in writing, signed by the party giving the notice, and may be delivered in person or to any address, e-mail address and/or facsimile number to the person to whom the communication or notice is being given specifically set forth in this Agreement. It is the intent of the parties that those means of transmitting notices for which a party has not provided an address or number shall not be used for receiving notices and communications.



EXCLUSIVE SELLER LISTING AGREEMENT

28. Notices – B. – *continued*

For example, if a party has not provided an e-mail address in this Agreement, it shall mean that the party is not accepting notices or communications sent by this means.

C. Client Contact Information.

The contact information of Client(s) is set forth below:

Client Name: _____ **John Johnson**

Address for Receiving Notice: _____ **456 Hilltop Drive**

_____ **Carson, GA 33333**

Business Telephone: _____ **123-555-3434**

Home Telephone: _____ **123-555-9669** _____ Cell Phone: _____ **123-555-2379** _____

Facsimile Number: _____ **123-555-9670**



EXCLUSIVE SELLER LISTING AGREEMENT

28. Notices – C. – *continued*

Client Contact Information.

The contact information of Client(s) is set forth below:

Client Name: _____ **Emily Johnson**

Address for Receiving Notice: _____ **456 Hilltop Drive**

_____ **Carson, GA 33333**

Business Telephone: _____ **123-555-1008**

Home Telephone: ___ **123-555-9669** _____ Cell Phone: ___ **123-555-2380** _____

Facsimile Number: ___ **123-555-9670**

E-mail Address: _____ **emilyjohnson@emo.com**



EXCLUSIVE SELLER LISTING AGREEMENT

Special Stipulations

The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

___ 1. All showings are to be by appointment only.

___ 2. There is to be no sign or lockbox on the property.

___ 3. Window treatments and related hardware are to be included at no additional cost to purchaser.



EXCLUSIVE SELLER LISTING AGREEMENT

Additional Special Stipulations

are or are not attached.



EXCLUSIVE SELLER LISTING AGREEMENT

BY SIGNING THIS AGREEMENT, SELLER ACKNOWLEDGES THAT: (1) SELLER HAS READ ALL PROVISIONS AND DISCLOSURES MADE HEREIN; (2) SELLER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) SELLER IS NOT SUBJECT TO A CURRENT LISTING AGREEMENT WITH ANY OTHER BROKER.

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY SELLER.

The above Agreement is hereby accepted _____ **8:00** _____ o'clock ___ **P** ___ .m.
on the date of _____ **November 2, 20xx** _____.



EXCLUSIVE SELLER LISTING AGREEMENT

Signing

Broker: _____ **Adams & Sons Realty, Inc.**

Address: _____ **5353 North Main Street**

_____ **Carson, GA 33333**

MLS Office Code: ___ **ASRI001** _____ Brokerage Firm License #: ___ **R8989**

Broker's Phone #: ___ **123-555-5555** _____ Brokerage Fax #: ___ **123-555-5556**

Broker or Broker's Affiliated Licensee Signature:

Print or Type Name: _____ **Angela Baker**

Agent's Georgia Real Estate License #: **123456**



EXCLUSIVE SELLER LISTING AGREEMENT

Signing – continued

Seller's Signature:

Print or Type Name: _____ **John Johnson**

Seller's Signature:

Print or Type Name: _____ **Emily Johnson**



EXCLUSIVE BUYER BROKERAGE AGREEMENT

(ALSO REFERRED TO AS EXCLUSIVE SELLER BROKERAGE AGREEMENT)

State law prohibits Broker from representing Buyer as a client without first entering into a written agreement with Buyer under O.C.G.A. § 10-6A-1 et. seq.

For and in consideration of the mutual promises contained herein and other good and valuable consideration, _____ as buyer (hereinafter referred to as “Buyer” or “Client”), and _____ as broker and its affiliated licensees (hereinafter collectively referred to as “Broker”) do hereby enter into this Agreement (“Agreement”), this date of _____.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

(ALSO REFERRED TO AS EXCLUSIVE SELLER BROKERAGE AGREEMENT)

State law prohibits Broker from representing Buyer as a client without first entering into a written agreement with Buyer under O.C.G.A. § 10-6A-1 et. seq.

For and in consideration of the mutual promises contained herein and other good and valuable consideration, _____ **Thomas Payne** _____ as buyer (hereinafter referred to as “Buyer” or “Client”), and
_____ as broker and its affiliated licensees (hereinafter collectively referred to as “Broker”) do hereby enter into this Agreement (“Agreement”), this date of _____.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

1. **Exclusive Listing Agreement.**

Buyer hereby agrees to hire Broker to act as Buyer's exclusive real estate broker to assist Buyer in locating, and to the extent authorized elsewhere herein, negotiating the purchase or exchange of real property on behalf of Buyer. Buyer warrants that Buyer is not a party to any other current exclusive buyer brokerage engagement agreement and that all previous exclusive buyer brokerage engagement agreements entered into between Buyer and any other real estate brokerage have either been terminated or have expired and not been renewed.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

2. Term

The term of this Agreement shall begin on the date of ___ **March 10, 20xx** ___
and shall continue through the date of ___ **April 20, 20xx** ___, unless
otherwise terminated in accordance with this Agreement.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

3. **Broker's Duties to Buyer.** Broker's sole duties to Buyer shall be to:
- A. make all disclosures required by law;
 - B. attempt to locate property suitable to Buyer for purchase;
 - C. comply with all applicable laws in performing its duties hereunder including the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq; and
 - D. [*Select one. The box not checked shall not be a part of this Agreement.*]
 - 1. Assist to the extent requested by Buyer in negotiating the terms of and filling out a pre-printed real estate purchase and sale agreement; or
 - 2. Not assist in negotiating the terms of or filling out a pre-printed real estate purchase and sale agreement and/or counteroffer.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

4. **Buyer's Duties.** Buyer agrees to:
- A. be reasonably available to see property with Broker or property for which Broker has arranged Buyer to see;
 - B. timely respond to communications from Broker;
 - C. provide Broker with accurate and complete information;
 - D. inspect and become familiar with any potentially adverse conditions and conditions of special concern to Buyer relating to the physical condition of any property in which Buyer becomes interested, any improvements located thereon and the neighborhood surrounding such property;
 - E. become familiar with the terms of any purchase agreement and other documents which Buyer may sign and comply with the duties and deadlines contained therein;
 - F. work exclusively with Broker (and not with any other real estate broker or licensee) in identifying, previewing and seeing property for purchase by . . .



EXCLUSIVE BUYER BROKERAGE AGREEMENT

4. Buyer's Duties. – F. – *continued*

. . . Buyer (since if Buyer identifies, previews or sees property with another broker or fails to disclose to the listing broker that Buyer is working with Broker) a commission will likely not be paid to Broker by the listing broker and Buyer shall be responsible for the same;

- G. disclose to Broker at the commencement of this Agreement whether Buyer previously worked with any other real estate broker and the addresses of the properties, if any, Buyer made an offer to purchase or for which Buyer may owe a commission to another broker if Buyer now purchases; and
- H. not contact or see a property listed For Sale By Owner (“FSBO”) without first giving Broker a reasonable opportunity to contact the owner and attempt to enter into an agreement with the owner to pay Broker a commission should Buyer purchase the owner’s property.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

5. Fair Housing Disclosure

Seller acknowledges that Broker is committed to providing equal housing opportunities to all persons and that Seller and Broker are obligated to comply with state and federal fair housing laws in selling the Property. Seller agrees not to discriminate in the sale of the Property on the basis of race, color, religion, national origin, sex, familial status, disability or sexual orientation.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

6. Retainer Fee

[NOT TO BE COLLECTED IN A SHORT SALE TRANSACTION].

In entering into this Agreement Buyer has paid Broker a Retainer Fee of \$__ 600.00 __ which shall be non-refundable except as follows. In the event Buyer purchases real property in a transaction in which Broker is paid a commission, the Retainer Fee shall be refunded to Buyer by Broker at the closing of the transaction. Otherwise, upon the expiration of this Agreement, the Retainer Fee shall be retained by Broker to partially offset Broker's costs and compensate Broker for Broker's time in providing real estate brokerage services to Buyer.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

7. Commission

A. Broker's Entitlement to Commission. If during the term of this Agreement (or during the Protected Period after the termination or expiration of this Agreement) Buyer enters into a contract for the purchase and sale (including a Lease/Purchase Contract), option (including a Lease/Option Contract), or exchange of real property, with the seller thereof, Buyer agrees that Broker shall be entitled to the following commission ("Commission"):

[Select one or more of the following sections below. The sections not marked shall not be a part of this Agreement]:

___ (four) 4 ___ percent (%) of the sales price;

\$ ___ N/A _____ ;

(Other) ___ N/A _____ .

... continued



EXCLUSIVE BUYER BROKERAGE AGREEMENT

7. Commission – A. – *continued*

While not required, the custom in Georgia is for the seller to pay the commissions of the real estate brokers. This obligation is usually created in a listing agreement between the seller and the listing broker. Generally, these agreements require the listing broker to share the commission it receives with the selling broker working with or representing the buyer in the transaction. Therefore, except as provided below, the Commission shall be paid by the Seller. In the event Seller does not pay the Broker the full amount of the Commission, Buyer shall or shall not pay Broker the difference at closing between Broker's Commission and the commission actually paid to Broker.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

7. Commission

B. Separate Commission on Lease. Notwithstanding the above, if Buyer leases property or enters into a lease/purchase contract during this Agreement, Buyer shall also pay Broker a separate leasing commission (except where the commission is paid by the Landlord) in the amount of 8% of rents paid and as follows: Fee is payable with the collection of each rental payment over the term of the lease. Notwithstanding any provision to the contrary contained herein, the payment of a leasing commission (including in lease purchase transactions) shall not relieve either Seller or Buyer from paying any sales commission they may owe in a purchase and sale transaction.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

7. Commission

C. Commission on Property Sold For Sale By Owner (“FSBO”).

In the event Buyer purchases property that is being sold by owner (“FSBO”) without a broker and the owner is unwilling to pay Broker its Commission at or before the closing, Buyer agrees to pay Broker its Commission at or before the closing.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

7. Commission

D. Buyer Default. Buyer agrees to immediately pay Broker its Commission in the event any of the following occur:

1. Buyer defaults under a contract to purchase (or exchange) real property under which Broker would have been paid a commission had the transaction closed;
2. Without the prior consent of Broker, Buyer agrees with a seller to mutually terminate a contract to purchase or exchange real property under which Broker would have been paid a commission had the transaction closed; or
3. Buyer defaults under this Agreement resulting in Broker not being paid a commission to which Broker would otherwise have been entitled.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

8. Protected Period and Commission

In the event that during the Protected Period, as that term is defined below, following termination or expiration of this Brokerage Agreement, Buyer purchases, contracts to purchase or exchange, leases or lease purchases any property which during the term of this Agreement was submitted to, identified or shown to Buyer by Broker or for which Broker provided information about to Buyer, then notwithstanding any provision to the contrary contained herein, Buyer shall pay Broker at closing or the commencement of any lease, if applicable, the commission or commissions set forth above. The term “Protected Period” shall refer to the ___ 60 ___ day period following the earlier of either: (a) the expiration of this Agreement; or (b) the date that the Agreement is terminated upon the mutual, written consent of the Broker and Buyer. In addition, if this Agreement is terminated by Buyer without the express, written consent of Broker, the Protected Period shall be the time period referenced above plus the number of days remaining on the term of the Agreement at the time it was terminated early without the express . . .



EXCLUSIVE BUYER BROKERAGE AGREEMENT

8. Protected Period and Commission – *continued*

. . . written consent of Broker. In such event, the Protected Period shall commence from the date this Agreement was terminated early without the express, written consent of Broker. For the purposes of this paragraph, the term “Buyer” shall include Buyer, all members of the Buyer’s immediate family, any legal entity in which Buyer or any member of Buyer’s immediate family owns or controls, directly or indirectly, more than ten percent (10%) of the shares or interests therein, and any third party who is acting under the direction or control of any of the above parties rights and obligations set forth herein shall survive the termination or expiration of this Agreement.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

9. Limits on Broker's Authority and Responsibility

Buyer acknowledges and agrees that Broker:

- A. may show property in which Buyer is interested to other prospective buyers;
- B. shall not be responsible to advise Buyer on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of the property; the condition of the property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to the property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of the property; any condition(s) existing off the property which may affect the property; the terms, conditions and availability of financing; and the uses and zoning of the property whether permitted or proposed. . . .



EXCLUSIVE BUYER BROKERAGE AGREEMENT

9. Limits on Broker's Authority and Responsibility – B. – *continued*

. . . Buyer acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they should seek independent expert advice relative thereto. Buyer acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to property and that such tasks clearly fall outside the scope of real estate brokerage services;

- C. shall owe no duties to Buyer nor have any authority on behalf of Buyer other than what is set forth in this Agreement;
- D. shall not be responsible for insuring that Buyer complies with the duties and deadlines contained in any purchase agreement entered into by Buyer and that Buyer shall be solely responsible for the same; and



EXCLUSIVE BUYER BROKERAGE AGREEMENT

9. Limits on Broker's Authority and Responsibility – *continued*

- E. shall, under no circumstances, have any liability greater than the amount of the real estate commission paid hereunder to Broker (excluding any commission amount paid to a cooperating real estate broker, if any) or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars;
- F. shall be held harmless by Buyer from any and all claims, causes of action, or damages arising out of or relating to:
 - 1. inaccurate and/or incomplete information provided by Buyer to Broker;
 - 2. earnest money handled by anyone other than Broker; or
 - 3. any injury to persons and/or loss of or damage to property.
- G. shall have no authority to bind Buyer to any contract or agreement.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

10. Disclosures

- A. Broker agrees to keep confidential all information which Buyer asks to be kept confidential by express request or instruction unless the Buyer permits such disclosure by subsequent word or conduct or such disclosure is required by law. Buyer acknowledges, however, that Seller and Seller's broker may possibly not treat any offer made by Buyer (including its existence, terms and conditions) as confidential unless those parties have entered into a Confidentiality Agreement with Buyer.
- B. Broker may not knowingly give customers false information.
- C. In the event of a conflict between Broker's duty not to give customers false information and the duty to keep the confidences of Buyer, the duty not to give customers false information shall prevail.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

10. Disclosures – *continued*

- D. Unless specified below, Broker has no other known agency relationships with other parties that would conflict with any interests of Buyer (except that Broker may represent other buyers, sellers, tenants and landlords in buying, selling or leasing property.)



EXCLUSIVE BUYER BROKERAGE AGREEMENT

11. Disclosure of Potentially Fraudulent Activities

- A. To help prevent fraud in real estate transactions, Buyer does hereby give Broker permission to report any suspicious, unusual and/or potentially illegal or fraudulent activity (including but not limited to mortgage fraud) to:
1. Governmental officials, agencies and/or authorities; and/or
 2. Any mortgage lender, mortgage insurer, mortgage investor and/or title insurance company (and/or their agents and representatives) could potentially be harmed if the activity was in fact fraudulent or illegal.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

11. Disclosure of Potentially Fraudulent Activities – *continued*

- B. Buyer acknowledges that Broker does not have special expertise with respect to detecting fraud in real estate transactions. Therefore, Buyer acknowledges that:
1. Activities which are fraudulent or illegal may be undetected by Broker; and
 2. Activities which are lawful and/or routine may be reported by Broker as being suspicious, unusual or potentially illegal or fraudulent.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

12. Broker's Policy on Agency

Unless Broker indicates below that Broker is not offering a specific agency relationship, the types of agency relationships offered by Broker are: seller agency, buyer agency, designated agency, dual agency, sub-agency, landlord agency, and tenant agency. The agency relationship(s), if any, not offered by Broker is/are the following: _____ **Dual-Agency, Sub-Agency**

_____ **N/A**



EXCLUSIVE BUYER BROKERAGE AGREEMENT

13. Dual Agency Disclosure

[Applicable only if Broker's agency policy is to practice dual agency]

If Buyer and a prospective seller are both being represented by the same Broker, Buyer is aware that Broker will be acting as a dual agent in that transaction and consents to the same. Buyer has been advised that:

- A. In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- B. Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from either client which is not otherwise required to be disclosed by law;
- C. Buyer does not have to consent to dual agency and, the consent of Buyer to dual agency has been given voluntarily and Buyer has read and understands the brokerage engagement agreement;



EXCLUSIVE BUYER BROKERAGE AGREEMENT

13. Dual Agency Disclosure - *continued*

- D. Notwithstanding any provision to the contrary contained herein, Buyer hereby directs Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect Buyer's negotiating position.
- E. Broker or Broker's affiliated licensees will timely disclose to each client the nature of any material relationship with other clients other than that incidental to the transaction. A material relationship shall mean any actually known personal, familial, or business relationship between Broker and a client which would impair the ability of Broker to exercise fair and independent judgment relative to another client. The other party whom Broker may represent in the event of dual agency may or may not be identified at the time Buyer enters into this Agreement. If any party is identified after the Agreement and has a material relationship with Broker, then Broker shall timely provide to Buyer a disclosure of the nature of such relationship.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

14. Designated Agency Disclosure

[Applicable only if Broker's agency policy is to practice designated agency]

Buyer does hereby consent to Broker acting in a designated agency capacity in transactions in which Broker is representing Buyer and a prospective seller. With designated agency, the Broker assigns one or more of its affiliated licensees exclusively to represent a prospective seller and one or more of its other affiliated licensees exclusively to represent Buyer.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

15. Independent Contractor Relationship

This Agreement shall create an independent contractor relationship between Broker and Buyer. Broker shall at no time be considered an employee of Buyer. If there is an affiliated licensee of Broker directly assisting Broker in marketing and selling the Property, said licensee shall be an:

[Select all which apply. Any section not selected shall not be a part of this Agreement.]

- Independent contractor of Broker
- Employee of Broker



EXCLUSIVE BUYER BROKERAGE AGREEMENT

16. Arbitration

All claims arising out of or relating to this Agreement and the alleged acts or omissions of any or all the parties hereunder shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et. seq. and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a . . .



EXCLUSIVE BUYER BROKERAGE AGREEMENT

16. Arbitration - *continued*

. . . coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award. All claims shall be brought by a party in his or her individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding anything to the contrary contained herein, this agreement to arbitrate shall not apply to: (1) any claim regarding the handling and disbursement of earnest money; and (2) any claim of Broker regarding the entitlement to or the non-payment of a real estate commission hereunder.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

17. Extension

If during the term of this Agreement, Seller and a prospective buyer enter into a real estate sales contract or option to purchase contract which is not consummated for any reason whatsoever, then the original expiration date of this Agreement shall be automatically extended for the number of days that Property was under contract.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

18. Referrals

Seller hereby authorizes Broker to refer Seller to another real estate licensee or broker for brokerage or relocation services not related to the sale of the Property. Seller acknowledges and agrees that Broker may receive a valuable consideration for the referral.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

19. No Imputed Knowledge

Seller acknowledges and agrees that with regard to any property in which Seller intends to sell, there shall be no knowledge imputed between Broker and Broker's licensees or between the different licensees of Broker. Broker and each of Broker's licensees shall be deemed to have only actual knowledge of such properties.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

20. Governing Law

This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

21. Survival

The commission rights of Broker and the commission obligations of Seller set forth herein shall survive termination or expiration of this Agreement.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

22. Entire Agreement

This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of Seller. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

23. GAR Forms

The Georgia Association of REALTORS[®], Inc. (“GAR”) makes certain standard real estate forms available to its members. These GAR forms are frequently provided to the parties in real estate transactions by the REALTORS[®] with whom they are working. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

24. Time of Essence

Time is of the essence of this Agreement.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

25. Receipt by Seller of Consumer Protection Brochure.

Seller acknowledges that Seller has OR has not received a copy of the GAR brochure entitled “Protect Yourself When Selling a House” (Form F16).



EXCLUSIVE BUYER BROKERAGE AGREEMENT

26. Notices

- A. Communications Regarding Real Estate Transactions. Client acknowledges that many communications and notices in real estate transactions are of a time sensitive nature and that the failure to be available to receive such notices and communications can have adverse legal, business and financial consequences. During the term of this Agreement, Client agrees to remain reasonably available to receive communications from Broker.
- B. Notices between Broker and Client Regarding this Agreement. Client and Client and Broker agree that communications and notices between them regarding the terms of this Agreement shall be in writing, signed by the party giving the notice, and may be delivered in person or to any address, e-mail address and/or facsimile number to the person to whom the communication or notice is being given specifically set forth in this Agreement. It is the intent of the parties that those means of transmitting notices for which a party has not provided an address or number shall not be used for receiving notices and . . .



EXCLUSIVE BUYER BROKERAGE AGREEMENT

26. Notices – B. – *continued*

. . . communications. For example, if a party has not provided an e-mail address in this Agreement, it shall mean that the party is not accepting notices or communications sent by this means.

C. Client Contact Information.

The contact information of Client(s) is set forth below:

Client Name: _____ **Thomas Payne**

Address for Receiving Notice: _____ **1414 Main Street, Apt. 4** _____
_____ **Hamilton Square, GA 33321**

Business Telephone: _____ **123-555-7890**

Home Telephone: _____ **123-555-2232** _____ Cell Phone: _____ **123-555-1050** _____

Facsimile Number: _____ **123-555-7891**



EXCLUSIVE BUYER BROKERAGE AGREEMENT

26. Notices – C. – *continued*

Client Contact Information.

The contact information of Client(s) is set forth below:

Client Name: _____ N/A

Address for Receiving Notice: ____ N/A

Home Telephone: _____ N/A

Business Telephone: _____ N/A _____ Cell Phone: _____ N/A

Facsimile Number: _____ N/A

E-mail Address: _____ N/A



EXCLUSIVE BUYER BROKERAGE AGREEMENT

Special Stipulations

The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

_____ N/A



EXCLUSIVE BUYER BROKERAGE AGREEMENT

Additional Special Stipulations

are or are not attached.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT: (1) BUYER HAS READ ALL PROVISIONS AND DISCLOSURES MADE HEREIN; (2) BUYER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) BUYER IS NOT SUBJECT TO A CURRENT BUYER BROKERAGE AGREEMENT WITH ANY OTHER BROKER.

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY BUYER.

The above Agreement is hereby accepted _____ **2:00** _____ o'clock ___ **P** ___ .m.
on the date of _____ **March 10, 20xx** _____.



EXCLUSIVE BUYER BROKERAGE AGREEMENT

Signing

Broker: _____ **Royal Realty, Inc.**

Address: _____ **1749 King Blvd.**

_____ **Hamilton Square, GA 33321**

MLS Office Code: ___ **RRBR0015** ___ Brokerage Firm License #: ___ **R77979**

Broker's Phone #: ___ **123-555-0005** ___ Brokerage Fax #: ___ **123-555-0006** _____

Broker or Broker's Affiliated Licensee Signature:

Print or Type Name: _____ **Al Blake**

Agent's Georgia Real Estate License #: _____ **1234567**



EXCLUSIVE BUYER BROKERAGE AGREEMENT

Signing – continued

Buyer's Signature:

Print or Type Name: _____ **Thomas Payne**

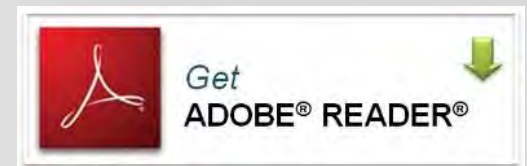
Buyer's Signature:

Print or Type Name: _____ **N/A**



Student Narrative

Click to Open and Complete the Interactive PDF





EXCLUSIVE SELLER LISTING AGREEMENT

(ALSO REFERRED TO AS EXCLUSIVE SELLER BROKERAGE AGREEMENT)

State law prohibits Broker from representing Seller as a client without first entering into a written agreement with Seller under O.C.G.A. § 10-6A-1 et. seq.

For and in consideration of the mutual promises contained herein and other good and valuable consideration, _____ **James R. Wilkins, Mary Wilkins** _____ as seller (hereinafter referred to as “Seller” or “Client”), and _____ **Sell Fast Realty, Inc.** _____ as broker and its affiliated licensees (hereinafter collectively referred to as “Broker”) do hereby enter into this Agreement, this date of _____ **April 10, 20xx** _____.



EXCLUSIVE SELLER LISTING AGREEMENT

1. Exclusive Listing Agreement.

Seller hereby grants to Broker the exclusive right and privilege as the agent of the Seller to show and offer for sale the property located at

___ **101 Stonington Way**

_____, **Atlanta**

_____ Georgia **30328** _____

TAXID/PIN # **304-12-12A** _____ and more particularly described in the Legal Description Paragraph below (all of which is hereinafter collectively referred to as "Property") as the real estate broker for Seller. The term of this Agreement shall begin on the date of **April 13, 20xx** _____ and shall continue through the date of **August 13, 20xx** _____ (hereinafter referred to as "Listing Period"), unless otherwise terminated in accordance with this Agreement.



EXCLUSIVE SELLER LISTING AGREEMENT

2. **Legal Description.** The full legal description of the Property is:
[Select A, B, C or D below. The sections not marked shall not be a part of this Agreement.]

- A. attached as an exhibit hereto;
- B. identical to the legal description for the property contained in the deed recorded in Deed Book __ 1969 __, Page __ 980 __, et. seq.,
__ Simms __ County, Georgia records;
- C. described below:
Land Lot(s) __ N/A __ of the __ N/A __ District, __ N/A __ Section/ GMD,
Lot _____, Block _____, Unit _____, Phase/Section __ N/A __
of _____ N/A _____ Subdivision/Development, _____ N/A _____
_____ County, Georgia according to the plat recorded in Plat Book
_____, Page __ N/A __, et. seq., __ N/A __ County,
Georgia records.



EXCLUSIVE SELLER LISTING AGREEMENT

- D. described below if Property is a condominium unit and a full unit legal description is to be used:
- Unit N/A of N/A Condominium
("Condominium"), located in Land Lot N/A of the N/A
 District of N/A County, Georgia, together
with its percentage of undivided interest in the common elements of the
Condominium, and its interest in the limited common elements assigned to the
unit ("Unit"). The Condominium was created pursuant to the Declaration of
Condominium for any Condominium ("Declaration"), recorded in Deed Book
 N/A ,
Page N/A , et seq., N/A County, Georgia records
("Declaration"), and shown and delineated on the plat of survey filed in
Condominium Plat Book N/A , Page N/A , N/A
County, Georgia records, and on the floor plans filed in Condominium Floor
Plan Book N/A , Page N/A , N/A County, Georgia
records.



EXCLUSIVE SELLER LISTING AGREEMENT

3. **Broker's Duties to Seller.** Broker's sole duties to Seller shall be to:
- A. make all disclosures required by law;
 - B. Use Broker's best efforts to procure a buyer ready, willing, and able to purchase Property at a sales price of at least \$ 155,000.00 (which amount includes the commission) or any other price acceptable to Seller;
 - C. Comply with all applicable laws in performing its duties hereunder including the Brokerage Relationships in Real Estate Transaction Act, O.C.G.A. § 10-6A-1 et. seq.; and
 - D. *[Select one. The box not checked shall not be a part of this Agreement.]*
 - 1. Assist to the extent requested by Seller in negotiating the terms of and filling out a pre-printed real estate purchase and sale agreement; or
 - 2. Not assist in negotiating the terms of or filling out a pre-printed real estate purchase and sale agreement and/or counteroffer.



EXCLUSIVE SELLER LISTING AGREEMENT

4. **Seller's Duties.** Seller represents that Seller:
- A. presently has title to Property or has full authority to enter into this Agreement;
 - B. will cooperate with Broker to sell Property to prospective buyers and will refer all inquiries concerning the sale of Property to the Broker during the term of this agreement;
 - C. will make Property available for showing at reasonable times as requested by Broker;
 - D. will provide Broker with accurate information regarding Property (including information concerning all adverse material facts pertaining to the physical condition of Property); and
 - E. must fully comply with all state and federal laws.



EXCLUSIVE SELLER LISTING AGREEMENT

5. Fair Housing Disclosure

Seller acknowledges that Broker is committed to providing equal housing opportunities to all persons and that Seller and Broker are obligated to comply with state and federal fair housing laws in selling the Property. Seller agrees not to discriminate in the sale of the Property on the basis of race, color, religion, national origin, sex, familial status, disability or sexual orientation.



EXCLUSIVE SELLER LISTING AGREEMENT

6. Marketing

A. Generally: If Seller desires to limit the manner or scope in which the Property is marketed Seller should check the appropriate box or boxes below. Any box not selected shall not be a part of this Agreement.

- Seller does not wish to have information about the Property displayed on the Internet.
- Seller does not wish to have the address of the Property identified on the Internet, but does wish to have all other information about the Property displayed on the Internet.
- Seller does not wish for third parties to be able to write comments or reviews regarding the listing or display a hyperlink to such reviews on an Internet web site of a broker or affiliated licensee of a broker.

. . . *continued*



EXCLUSIVE SELLER LISTING AGREEMENT

6. Marketing – A. – *continued*

Other than the restrictions referenced above, Broker is authorized to market and advertise Property for sale in any media of Broker's choosing, including the Internet and multiple listing services, and attempt to procure buyers for the Property in cooperation with other real estate brokers and their affiliated licensees. Seller acknowledges that in listing the Property in a multiple listing service, all members of multiple listing services and real estate related third parties will have access to Seller's listing information including images and recordings and the right to use all available technology to create, download, store, supplement and manipulate such listing information to assist Seller in the sale of the Property and for tracking and analyzing real estate transactions. Such images and recordings shall not belong to or be the property of Seller and may not be copied, reproduced or used by Seller or other third parties without the express written permission of the Broker or . . .



EXCLUSIVE SELLER LISTING AGREEMENT

6. Marketing – A. – *continued*

. . . owner thereof. Seller agrees not to place any advertisements on the Property or to advertise the Property for sale in any media except with the prior written consent of Broker. Broker is also hereby authorized to place Broker's "For Sale" sign on Property. If the Property is sold or a contract for the sale or exchange of the Property is entered into during the term of this Agreement, the Broker may advertise the Property (including images thereof) in any media of Broker's choosing as being "under contract" while a sale is pending and as being "sold" upon the closing of the Property.



EXCLUSIVE SELLER LISTING AGREEMENT

6. Marketing

- B. Multiple Listing Service(s): Broker agrees to file this listing with the following multiple listing service(s) City MLS. Broker agrees to file this listing with said Service(s) within 48 hours after Seller signs the same (excepting weekends, federal holidays and postal holidays). Seller acknowledges that the MLS(s) is/are not a party to this Agreement and is/are not responsible for errors or omissions on the part of Seller or Broker. Seller agrees to indemnify Service(s) from and against any and all claims, liabilities, damages or losses arising out of or related to the listing and sale of Property. Seller acknowledges that by virtue of listing the Property in MLS(s), all MLS(s) members and their affiliated licensees, will have access to Seller's listing information for the purpose of assisting Seller in the sale of the Property.



EXCLUSIVE SELLER LISTING AGREEMENT

6. Marketing

- C. Consent of Seller to be Called: If Seller is on a "Do Not Call List," Seller expressly consents to any of the above parties calling Seller for any purpose related to the sale of the Property. Seller further acknowledges and agrees that no MLS(s) member or any affiliated licensee of the MLS(s) member shall have any liability for calling the Seller after the expiration or termination of this Agreement. Such calls are hereby expressly consented to by Seller. This paragraph shall survive past the term of this Agreement.



EXCLUSIVE SELLER LISTING AGREEMENT

6. Marketing

- D. Lockboxes: A lockbox may be used in connection with the marketing of Property. There have been isolated instances of reported burglaries of homes on which lockboxes have been placed and for which the lockbox has been alleged to have been used to access the home. In order to minimize the risk of misuse of the lockbox, Broker recommends against the use of lockboxes on door handles that can be unscrewed from the outside or on other parts of the home from which the lockbox can be easily removed. Since others will have access to Property, Seller agrees to either remove all valuables, prescription drugs and/or keys, or put them in a secure place.



EXCLUSIVE SELLER LISTING AGREEMENT

7. Retainer Fee

[NOT TO BE COLLECTED IN A SHORT SALE TRANSACTION].

In entering into this Agreement Seller has paid Broker a Retainer Fee of \$____ **N/A** _____ which shall be non-refundable except as follows. In the event Seller sells the Property in a transaction in which Broker is paid the full commission referenced herein, the Retainer Fee shall be refunded to Seller by Broker at the closing of the transaction. Otherwise, upon the expiration of this agreement, the retainer fee shall be retained by Broker to partially offset Broker's costs and compensate Broker for Broker's time in providing real estate brokerage services to Seller.



EXCLUSIVE SELLER LISTING AGREEMENT

8. Commission

A. In the event that during the term of this Agreement Seller enters into a contract (including an option contract) for the sale or exchange of the Property, or any portion thereof, with any buyer, Seller agrees to pay Broker at closing (and regardless of whether the closing is during or after the term of this Agreement), the following commission:

[Select one or more of the following sections below. The sections not marked shall not be a part of this Agreement]:

_____ (six) 6 _____ percent (%) of the sales price;

\$ _____ N/A _____ ;

(Other) _____ N/A _____ .



EXCLUSIVE SELLER LISTING AGREEMENT

8. Commission – A. – *continued*

In addition, Seller agrees to immediately pay Broker the commission referenced above if during the term of this Agreement any of the following events occur:

1. Seller defaults under any contract to sell or exchange the Property (including an option contract);
2. Without the consent of Broker, Seller and a buyer mutually agree to terminate a contract for the purchase and sale or exchange of the Property (including an option contract); or
3. Seller refuses to accept a lawful, bona fide, written offer to purchase the Property meeting the following terms and conditions at a time when the Property is not otherwise under contract:



EXCLUSIVE SELLER LISTING AGREEMENT

8. Commission – A.3. – *continued*
 - a) The purchase price in the offer, after deducting all fees, costs and contributions to be paid by the Seller (other than the real estate brokerage commission to be paid by Seller and the Seller's payment of ad valorem property taxes through the date of closing) is for at least the full listing price set forth herein and is to be paid in cash or cash equivalent at the closing.
 - b) The offer is not subject to contingencies, conditions precedent, due diligence periods, or required terms other than those set forth herein;



EXCLUSIVE SELLER LISTING AGREEMENT

8. Commission – A.3. – *continued*
 - c) The offer is not subject to Seller warranties or representations other than: (1) those warranties the Seller agrees to provide in any Seller's Property Disclosure Statement the Seller has filled out and made available to prospective buyers for inclusion in any offer, and (2) the Seller warranting to convey good and marketable title (which for all purposes herein shall have the same meaning as set forth in the GAR Purchase and Sale Agreement, Form F20) to the Property at closing by general warranty deed; and



EXCLUSIVE SELLER LISTING AGREEMENT

8. Commission – A.3. – *continued*

- d) The date of closing in the offer is not less than thirty (30) days nor more than forty-five (45) days from the offer date. Notwithstanding the above, in the event there are multiple offers to purchase the Property, Seller shall not be in breach of this Agreement if the Seller first gives the prospective buyers a reasonable opportunity (not exceeding 10 days from the date of the first offer) to make their best offer to purchase the Property.



EXCLUSIVE SELLER LISTING AGREEMENT

8. Commission – *continued*
- B. Broker shall share this commission with a cooperating broker, if any, who procures the buyer of Property by paying such cooperating broker at closing ___ **(three) 3** ___ percent (%) of the sales price of Property OR \$ _____.
- In addition, cooperating brokers are expressly intended to be third-party beneficiaries under this Agreement.



EXCLUSIVE SELLER LISTING AGREEMENT

8. Commission – *continued*

- C. If Seller during the Protected Period, as that term is hereinafter defined, sells or contracts to sell or exchange Property to any buyer who made an offer on, was introduced to, visited, received information on, inquired about, or otherwise learned of the Property during the term of this Agreement, as a result of the efforts of the Broker, then Seller shall pay the commission referenced above to Broker at the closing of the sale or exchange of Property to said buyer. The term “Protected Period” shall refer to the ___ (ninety) 90 ___ day period following the earlier of either: (a) the expiration of this Agreement; or (b) the date that the Agreement is terminated upon the mutual, written consent of the Broker and Seller. If this Agreement is terminated by Seller without the express, written consent of Broker, the Protected Period shall be the time period referenced above plus the number of days that remained on the term of this Agreement at the time it was terminated early without the express, written consent of Broker. In such event, the Protected Period shall commence . . .



EXCLUSIVE SELLER LISTING AGREEMENT

8. Commission – C. – *continued*

C. . . . on the date this Agreement was terminated early without the express written consent of Broker. For the purposes of this Agreement, the term “buyer” shall include buyer, all members of the buyer’s immediate family, any legal entity in which buyer or any member of buyer’s immediate family owns or controls, directly or indirectly, more than ten percent (10%) of the shares or interests therein, and any third party who is acting under the direction or control of any of the above parties. Notwithstanding the above, no listing commission shall be paid to Broker if this Agreement has either expired or been terminated upon the mutual, written consent of Broker and Seller and the Property is sold or contracted to be sold to a prospective buyer by or through another licensed broker with whom Seller has signed an exclusive right to sell listing agreement. The commission rights and obligations set forth herein shall survive the termination or expiration of this Agreement.



EXCLUSIVE SELLER LISTING AGREEMENT

9. Seller Default

In the event Seller defaults under this Agreement, Seller shall, in addition to its other obligations set forth elsewhere herein, reimburse Broker for the out-of-pocket costs and expenses incurred by Broker and Broker's affiliated Licensees in seeking to market and sell the Property. Such costs and expenses shall include without limitation printing and copying charges, mileage at the highest rate allowed by the IRS as a business deduction and expenses to advertise the Property in various media. Seller shall also pay all costs, fees and charges for removing the listing from any multiple listing service. The payment of these costs, fees, charges and expenses by Seller shall not waive or limit Broker's right to assert any other claim, cause of action or suit (hereinafter collectively "Claims") against Seller for a real estate commission(s) and/or other damages and shall not release Seller from such Claims. Notwithstanding the above, the amount of such fees, charges, costs and expenses paid by Seller to Broker hereunder shall be an offset against any Claim of Broker for a real estate commission(s).



EXCLUSIVE SELLER LISTING AGREEMENT

10. Seller's Property Disclosure Statement

Within three (3) days of the date of this Agreement, Seller agrees to provide Broker with a current, fully executed Seller's Property Disclosure Statement. In addition, if any dwelling on the Property, or portion thereof, was constructed prior to 1978, Seller agrees to additionally provide Broker with a current fully executed Lead-Based Paint Disclosure Exhibit (GAR Form F54) within the same timeframe so that Broker may provide the same to buyers in accordance with federal law. Broker is hereby authorized to distribute the Seller's Property Disclosure Statement and any Lead-Based Paint Exhibit to buyers interested in Property. Seller agrees to promptly update any of the above-referenced disclosure documents should any changes occur.



EXCLUSIVE SELLER LISTING AGREEMENT

11. Limits on Broker's Authority and Responsibility

Seller acknowledges and agrees that Broker:

- A. may show other properties to prospective buyers who are interested in the Property;
- B. shall not be responsible to advise Seller on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of the property; the condition of the property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to the property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; . . .



EXCLUSIVE SELLER LISTING AGREEMENT

11. Limits on Broker's Authority and Responsibility – B. – *continued*

. . . the availability and cost of utilities or community amenities; the appraised or future value of the property; any condition(s) existing off the property which may affect the property; the terms, conditions and availability of financing; and the uses and zoning of the property whether permitted or proposed. Seller acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they should seek independent expert advice relative thereto. Seller acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to property and that such tasks clearly fall outside the scope of real estate brokerage services;



EXCLUSIVE SELLER LISTING AGREEMENT

11. Limits on Broker's Authority and Responsibility – *continued*
 - C. shall owe no duties to Seller nor have any authority on behalf of Seller other than what is set forth in this Agreement;
 - D. may make all disclosures required by law;
 - E. may disclose all information about Property to others;
 - F. shall not be responsible for insuring that Seller complies with the duties and deadlines contained in any purchase agreement entered into by Seller and that Seller shall be solely responsible for the same;
 - G. shall be held harmless by Buyer from any and all claims, causes of action, or shall, under no circumstances, have any liability greater than the amount of the real estate commission paid hereunder to Broker (excluding any commission amount paid to a cooperating real estate broker, if any) or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars;



EXCLUSIVE SELLER LISTING AGREEMENT

11. Limits on Broker's Authority and Responsibility – *continued*
 - H. shall be held harmless by Seller from any and all claims, causes of action, or damages arising out of or relating to:
 1. inaccurate and/or incomplete information provided by Seller to Broker;
 2. earnest money handled by anyone other than Broker;
 3. Seller's negligence;
 4. Any loss or theft of valuables, prescription drugs or keys, relating to the use of a lockbox or an open house resulting from Seller's failure to remove or secure the same;
 5. the existence of undisclosed material facts about the Property or the transaction; or
 6. any damages or injuries occurring on the Property as a result of dangerous or defective conditions on the Property or the failure to secure or restrain pets.



EXCLUSIVE SELLER LISTING AGREEMENT

11. Limits on Broker's Authority and Responsibility – *continued*
 - I. shall have no authority to bind Seller to any contract or agreement.



EXCLUSIVE SELLER LISTING AGREEMENT

12. Disclosures

- A. Broker agrees to keep confidential all information which Seller asks to be kept confidential by express request or instruction unless Seller permits such disclosure by subsequent word or conduct or such disclosure is required by law. Seller acknowledges, however, that Buyer and Buyer's broker may possibly not treat any offer made by Seller (including its existence, terms and conditions) as confidential unless those parties have entered into a Confidentiality Agreement with Seller.
- B. Broker may not knowingly give customers false information.
- C. In the event of a conflict between Broker's duty not to give customers false information and the duty to keep the confidences of Seller, the duty not to give customers false information shall prevail.



EXCLUSIVE SELLER LISTING AGREEMENT

12. Disclosures – *continued*

- D. Unless specified below, Broker has no other known agency relationships with other parties which would conflict with any interests of Seller (except that Broker may represent other buyers, sellers, landlords, and tenants in buying, selling or leasing property).
- E. In the event Seller has unilaterally terminated a Listing Agreement on the Property with a different broker, Seller acknowledges that in addition to Seller's commission obligations to Broker set forth herein, Seller may also owe a real estate commission to the previous broker in certain circumstances.



EXCLUSIVE SELLER LISTING AGREEMENT

13. Disclosure of Potentially Fraudulent Activities

- A. To help prevent fraud in real estate transactions, Seller does hereby give Broker permission to report any suspicious, unusual and/or potentially illegal or fraudulent activity (including but not limited to mortgage fraud) to:
 - 1. Governmental officials, agencies and/or authorities; and/or
 - 2. Any mortgage lender, mortgage insurer, mortgage investor and/or title insurance company which could potentially be harmed if the activity was in fact fraudulent or illegal.
- B. Seller acknowledges that Broker does not have special expertise with respect to detecting fraud in real estate transactions. Therefore, Seller acknowledges that:
 - 1. Activities which are fraudulent or illegal may be undetected by Broker; and
 - 2. Activities which are lawful and/or routine may be reported by Broker as being suspicious, unusual or potentially illegal or fraudulent.



EXCLUSIVE SELLER LISTING AGREEMENT

14. Broker's Policy on Agency

Unless Broker indicates below that Broker is not offering a specific agency relationship, the types of agency relationships offered by Broker are: seller agency, buyer agency, designated agency, dual agency, sub-agency, landlord agency, and tenant agency. The agency relationship(s), if any, not offered by Broker is/are the following:

_____ **Sub-Agency** _____

_____ **N/A** _____



EXCLUSIVE SELLER LISTING AGREEMENT

15. Dual Agency Disclosure

[Applicable only if Broker's agency policy is to practice dual agency]

If Seller and a prospective buyer are both being represented by the same Broker, Seller is aware that Broker is acting as a dual agent in this transaction and consents to the same. Seller has been advised that:

- A. In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- B. Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from either client which is not otherwise required to be disclosed by law;
- C. Seller does not have to consent to dual agency and, the consent of the Seller to dual agency has been given voluntarily and the Seller has read and understands the brokerage engagement agreement.



EXCLUSIVE SELLER LISTING AGREEMENT

15. Dual Agency Disclosure - *continued*

- D. Notwithstanding any provision to the contrary contained herein, Seller hereby directs Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
- E. Broker or Broker's affiliated licensees will timely disclose to each client the nature of any material relationship with other clients other than that incidental to the transaction. A material relationship shall mean any actually known personal, familial, or business relationship between Broker and a client which would impair the ability of Broker to exercise fair and independent judgment relative to another client. The other party whom Broker may represent in the event of dual agency may or may not be identified at the time Seller enters into this Agreement. If any party is identified after the Agreement and has a material relationship with Broker, then Broker shall timely provide to Seller a disclosure of the nature of such relationship.



EXCLUSIVE SELLER LISTING AGREEMENT

16. Designated Agency Disclosure

[Applicable only if Broker's agency policy is to practice designated agency]

Seller does hereby consent to Broker acting in a designated agency capacity in transactions in which Broker is representing Seller and a prospective buyer. With designated agency, Broker assigns one or more of its affiliated licensees exclusively to represent the Seller and one or more of its other affiliated licensees exclusively to represent the prospective buyer.



EXCLUSIVE SELLER LISTING AGREEMENT

17. Independent Contractor Relationship

This Agreement shall create an independent contractor relationship between Broker and Seller. Broker shall at no time be considered an employee of Seller. If there is an affiliated licensee of Broker directly assisting Broker in marketing and selling the Property, said licensee shall be an:

[Select all which apply. Any section not selected shall not be a part of this Agreement.]

- Independent contractor of Broker
- Employee of Broker



EXCLUSIVE SELLER LISTING AGREEMENT

18. Arbitration

All claims arising out of or relating to this Agreement and the alleged acts or omissions of any or all the parties hereunder shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et. seq. and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a . . .



EXCLUSIVE SELLER LISTING AGREEMENT

18. Arbitration - *continued*

. . . coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award. All claims shall be brought by a party in his or her individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding anything to the contrary contained herein, this agreement to arbitrate shall not apply to: (1) any claim regarding the handling and disbursement of earnest money; and (2) any claim of Broker regarding the entitlement to or the non-payment of a real estate commission hereunder.



EXCLUSIVE SELLER LISTING AGREEMENT

19. Extension

If during the term of this Agreement, Seller and a prospective buyer enter into a real estate sales contract or option to purchase contract which is not consummated for any reason whatsoever, then the original expiration date of this Agreement shall be automatically extended for the number of days that Property was under contract.



EXCLUSIVE SELLER LISTING AGREEMENT

20. Referrals

Seller hereby authorizes Broker to refer Seller to another real estate licensee or broker for brokerage or relocation services not related to the sale of the Property. Seller acknowledges and agrees that Broker may receive a valuable consideration for the referral.



EXCLUSIVE SELLER LISTING AGREEMENT

21. No Imputed Knowledge

Seller acknowledges and agrees that with regard to any property in which Seller intends to sell, there shall be no knowledge imputed between Broker and Broker's licensees or between the different licensees of Broker. Broker and each of Broker's licensees shall be deemed to have only actual knowledge of such properties.



EXCLUSIVE SELLER LISTING AGREEMENT

22. Governing Law

This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia.



EXCLUSIVE SELLER LISTING AGREEMENT

23. Survival

The commission rights of Broker and the commission obligations of Seller set forth herein shall survive termination or expiration of this Agreement.



EXCLUSIVE SELLER LISTING AGREEMENT

24. Entire Agreement

This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of Seller. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence.



EXCLUSIVE SELLER LISTING AGREEMENT

25. GAR Forms

The Georgia Association of REALTORS[®], Inc. (“GAR”) makes certain standard real estate forms available to its members. These GAR forms are frequently provided to the parties in real estate transactions by the REALTORS[®] with whom they are working. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.



EXCLUSIVE SELLER LISTING AGREEMENT

26. Time of Essence

Time is of the essence of this Agreement.



EXCLUSIVE SELLER LISTING AGREEMENT

27. Receipt by Seller of Consumer Protection Brochure.

Seller acknowledges that Seller has OR has not received a copy of the GAR brochure entitled “Protect Yourself When Selling a House” (Form F16).



EXCLUSIVE SELLER LISTING AGREEMENT

28. Notices

- A. Communications Regarding Real Estate Transactions. Client acknowledges that many communications and notices in real estate transactions are of a time sensitive nature and that the failure to be available to receive such notices and communications can have adverse legal, business and financial consequences. During the term of this Agreement, Client agrees to remain reasonably available to receive communications from Broker.
- B. Notices between Broker and Client Regarding this Agreement. Client and Broker agree that communications and notices between them regarding the terms of this Agreement shall be in writing, signed by the party giving the notice, and may be delivered in person or to any address, e-mail address and/or facsimile number to the person to whom the communication or notice is being given specifically set forth in this Agreement. It is the intent of the parties that those means of transmitting notices for which a party has not provided an address or number shall not be used for receiving notices and communications.



EXCLUSIVE SELLER LISTING AGREEMENT

28. Notices – B. – *continued*

For example, if a party has not provided an e-mail address in this Agreement, it shall mean that the party is not accepting notices or communications sent by this means.

C. Client Contact Information.

The contact information of Client(s) is set forth below:

Client Name: _____ **Mary Wilkins**

Address for Receiving Notice: _____ **101 Stonington Way** _____
_____ **Atlanta, GA 30323**

Business Telephone: _____ **444-555-0055**

Home Telephone: ___ **444-555-1590** ___ Cell Phone: ___ **444-555-1969** _____

Georgia Institute of Technology
Facsimile Number: ___ **444-555-1591**



EXCLUSIVE SELLER LISTING AGREEMENT

28. Notices – C. – *continued*

Client Contact Information.

The contact information of Client(s) is set forth below:

Client Name: _____ **James R. Wilkins**

Address for Receiving Notice: _____ **2200 Oak Road, Apt. 1008** _____
_____ **Atlanta, GA 30323**

Business Telephone: _____ **444-555-7500**

Home Telephone: ___ **444-555-0214** ___ Cell Phone: ___ **444-555-3626** _____

Facsimile Number: ___ **444-555-7510**

E-mail Address: _____ **jrwilkins@willow.com**



EXCLUSIVE SELLER LISTING AGREEMENT

Special Stipulations

The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

___ 1. The Sellers are involved in a divorce proceeding and any sale of the _____
_____ property shall be contingent upon the Seller obtaining a Final Judgement ___
_____ and Decree authorizing the sale of the property.

___ 2. Window treatments and related hardware are to be included _____
_____ at no additional cost to purchaser.



EXCLUSIVE SELLER LISTING AGREEMENT

Additional Special Stipulations

are or are not attached.



EXCLUSIVE SELLER LISTING AGREEMENT

BY SIGNING THIS AGREEMENT, SELLER ACKNOWLEDGES THAT: (1) SELLER HAS READ ALL PROVISIONS AND DISCLOSURES MADE HEREIN; (2) SELLER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) SELLER IS NOT SUBJECT TO A CURRENT LISTING AGREEMENT WITH ANY OTHER BROKER.

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY SELLER.

The above Agreement is hereby accepted _____ **7:30** _____ o'clock ___ **P** __ .m.
on the date of _____ **April 13, 20xx** _____.



EXCLUSIVE SELLER LISTING AGREEMENT

Signing

Broker: _____ **Sell Fast Realty, Inc.**

Address: _____ **3864 Sydney Blvd.**

_____ **Atlanta, GA 30328**

MLS Office Code: ___ **SFR10010** ___ Brokerage Firm License #: ___ **B67890**

Broker's Phone #: ___ **444-666-9900** ___ Brokerage Fax #: ___ **444-666-9998** ___

Broker or Broker's Affiliated Licensee Signature:

Print or Type Name: _____ **"Your Name Here"**

Agent's Georgia Real Estate License #: _____ **987654**



EXCLUSIVE SELLER LISTING AGREEMENT

Signing – *continued*

Seller's Signature:

Print or Type Name: _____ **Mary Wilkins**

Seller's Signature:

Print or Type Name: _____ **James R. Wilkins**