



EXCLUSIVE LEASING LISTING AGREEMENT



2024 Printing

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

THIS AGREEMENT, made and entered into this date of _____ by and between _____ (hereinafter referred to as "Owner") and _____ (hereinafter referred to as "Broker");

WHEREAS, Owner desires to retain Broker as Owner's agent to exclusively rent and lease certain real property located at _____, _____ Georgia ("Property") for and on behalf of Owner;

NOW THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Leasing.

- A. **Term:** Broker is hereby hired to exclusively lease Property on behalf of Owner for a minimum term of _____ days from the date of this Agreement. Owner authorizes Broker to offer Property for lease for a term of no more than _____ months nor less than _____ months at a monthly rental of at least \$_____. Property shall be available for occupancy by a Tenant obtained by Broker as of the following date: _____. Any such lease shall be in writing on Broker's standard lease form then in use.
- B. **Commission:** Upon receipt of the first month's rent, Owner will pay Broker a real estate commission equal to \$_____ or _____% of the total rent paid during the initial term of the Lease for leasing the Property. If Owner renews, extends the Lease or enters into a new lease with Tenant, Owner shall pay Broker a commission for each such renewal or extension equal to \$_____ or _____% of the total rent to be paid during the renewal, extension or new lease term. This amount shall be paid to Broker upon receipt of the first month's rent for the renewal, extension or new lease term. This obligation shall survive the termination of this Agreement. Owner authorizes Broker to apply the rent received from the new tenant toward Broker's commission. Any excess rent will be forwarded to Owner and any balance due on the commission will be immediately paid by Owner. Both Owner and Broker acknowledge that the security deposit paid by tenant shall not be applied toward Broker's commission but must be deposited in accordance with Georgia law.
- C. **Management by Owner:** Unless Owner signs a separate management agreement, Broker shall not be responsible for managing Property and Broker shall have no further obligations under this Agreement to Landlord upon the leasing of the Property to a Tenant.

2. Marketing.

- A. **Generally:** Broker is authorized to market and advertise Property for lease in any media of Broker's choosing, including the Internet and multiple listing services, and attempt to procure tenants for the Property in cooperation with other real estate brokers and their affiliated licensees. Broker may distribute leasing information (including the rent to be paid) to them and other members of the multiple listing service(s), and said cooperating brokers and their licensees may with permission of Broker (which permission may be granted or denied in the sole discretion of Broker) republish such information in other media. Owner 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 Owner'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 Owner in the lease of the Property and for tracking analyzing real estate transactions. As such, Broker may not always have control over aspects of the marketing of the Property. Any media created or purchased by Broker to be used in the marketing effort shall not belong to or be the property of the Owner and may not be copied, reproduced or used by Owner or other third parties without the express written permission of the Broker. Owner warrants that any media provided or paid for by Owner is the property of the Owner. Owners agrees to indemnify the broker for any claim by a third party related to the use of the provided media. Broker shall be allowed to use Owner provided materials, during the term of this Agreement, with any third-party for the purposes of marketing the property, and Owner acknowledges that Broker shall not be liable to Owner for the continued use of media by third-parties after the termination of the Agreement. Owner agrees not to place any advertisements on the Property or to advertise the Property for rent in any media except with the prior written consent of Broker. Broker is also hereby authorized to place Broker's "For Rent" sign on Property. Broker and other real estate brokers and their affiliated licensees may show Property without first notifying Owner.
- B. **Images:** Owner acknowledges that tenants and other brokers may take photographs, videos or use other technology to capture images of the Property to assist in marketing the Property and helping tenants remember different properties. Owner agrees to remove any personal property prior to listing the Property of which Owner does not want images to be so captured.

- C. 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 dwelling from which the lockbox can be easily removed. Since others will have access to Property, Owner agrees to either remove all valuables, prescription drugs and/or keys, or put them in a secure place.
- D. No Marketing by Owner:** Owner is encouraged to communicate the availability of the Property for lease to friends and other acquaintances. However, since Broker has been hired to exclusively market and show the Property, Owner shall not, with respect to the lease of the Property, prepare and distribute marketing materials, hold open houses, put up signs regarding the Property, create websites for the Property, prepare flyers, brochures or videos or engage in other similar activities without the prior written consent of Broker.
- E. Multiple Listing Service(s):** Broker agrees to file the listing with the following multiple listing service(s):

Owner acknowledges that the Service(s) is/are not a party to this Agreement and is/are not responsible for errors or omissions on the part of Owner or Broker. Owner 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 lease of Property.

- 3. HAZARDOUS CONDITIONS ON PROPERTY.** OWNER ACKNOWLEDGES THAT BROKER HAS NO DUTY TO INSPECT THE PROPERTY FOR DEFECTS, HAZARDOUS CONDITIONS, REPAIRS OR ANY OTHER MATTER. OWNER OWES A DUTY OF REASONABLE CARE TO KEEP THE PROPERTY SAFE FOR PROSPECTIVE TENANTS AND THEIR AGENTS, INVITEES AND CONTRACTORS WHO VIEW AND/OR INSPECT THE PROPERTY. THIS DUTY INCLUDES A DUTY TO WARN ALL SUCH PERSONS OF DANGEROUS CONDITIONS THAT WOULD NOT BE OBVIOUS TO SUCH PERSONS. TO MINIMIZE OWNER'S POTENTIAL LIABILITY, OWNER IS ENCOURAGED TO CORRECT ALL HAZARDOUS CONDITIONS ON THE PROPERTY. OWNER AGREES TO INDEMNIFY AND HOLD BROKER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS AND DAMAGES ARISING OUT OF OR RELATING TO A PERSON OR PERSONS BEING INJURED OR HARMED WHILE ON THE PROPERTY.
- 4. Limits on Broker's Authority and Responsibility.** Owner acknowledges and agrees that Broker:
- A. may show other properties to prospective tenants who are interested in Property;
 - B. shall have no duty to inspect the Property or advise Owner or tenant on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, and lead-based paint; inspection of the Property by a licensed home inspector, construction expert, structural engineer, or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant, or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of the Property, the propensity of the Property to flood, flood zone certifications, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Owner acknowledges that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Owner should seek independent expert advice regarding any matter of concern to Owner relative to the Property and this Agreement. Owner acknowledges that Broker shall not be responsible to monitor or supervise or inspect any portion of any construction or repairs to Property and that such tasks fall outside the scope of real estate brokerages services;
 - C. shall owe no duties to Owner nor have any authority to act on behalf of Owner other than what is set forth in this Agreement;
 - D. shall make all disclosures required by law;
 - E. may disclose all information about Property to others; and
 - F. shall be held harmless from any and all claims, causes of action, or damages arising out of or relating to:
 - 1. inaccurate and/or incomplete information provided by Broker to a prospective tenant;
 - 2. earnest money handled by anyone other than Broker; or
 - 3. any injury to persons on Property and/or loss of or damage to Property or anything contained therein.
- 5. LIMIT ON BROKER'S LIABILITY. OWNER ACKNOWLEDGES THAT BROKER:**
- A. 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 \$100; AND
 - B. NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.
- 6. Disclosures.**
- A. Broker agrees to keep confidential all information which Owner asks to be kept confidential by express request or instruction unless the Owner permits such disclosure by subsequent word or conduct or such disclosure is required by law. Owner acknowledges, however, that tenant and tenant's broker may possibly not treat any offer made by Owner (including its existence, terms and conditions) as confidential unless those parties have entered into a Confidentiality Agreement with Owner.
 - 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 Owner, the duty not to give customers false information shall prevail.
 - D. Unless specified below, Broker has no other known agency relationships with other parties that would conflict with any interests of Owner (except that Broker may represent other buyers, sellers, landlords, and tenants in buying, selling or leasing property).

E. In the event Owner has unilaterally terminated a Listing Agreement on the Property with a different broker, Owner acknowledges that in addition to Owner's commission obligations to Broker set forth herein, Owner may also owe a real estate commission to the previous broker in certain circumstances.

7. **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:

8. **Dual Agency Disclosure.** *[Applicable only if Broker's agency policy is to practice dual agency]* If Owner and a prospective tenant are both being represented by the same Broker, Owner is aware that Broker is acting as a dual agent in this transaction and consents to the same. Owner 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 another client which is not otherwise required to be disclosed by law;
- C. Owner does not have to consent to dual agency and, the consent of Owner to dual agency has been given voluntarily and Owner has read and understands the brokerage engagement agreement.
- D. Notwithstanding any provision to the contrary contained herein, Owner 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 Owner's negotiating position.
- E. Broker or Broker's affiliated licensees will timely disclose to each client the nature of any material relationship with either client other than those which are 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 Owner 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 Owner a disclosure of the nature of such relationship.
- F. Upon signing this brokerage engagement with the dual agency disclosures contained herein, Client's consent to dual agency is conclusively deemed to have been given and informed in accordance with state law.

9. **Designated Agency Disclosure.** *[Applicable only if Broker's agency policy is to practice designated agency]* Owner hereby consents to Broker acting in a designated agency capacity in transactions in which Broker is representing Owner and a prospective tenant. With designated agency, Broker assigns one or more of its affiliated licensees exclusively to represent Owner and one or more of its other affiliated licensees exclusively to represent the prospective tenant.

10. **Condition of Property.** Owner warrants that all heating, cooling, plumbing and electrical systems and all appliances being leased as part of the Property are in good working condition. Owner certifies that Property is in good and habitable condition now and Owner will at all times, while this Agreement is in effect, be responsible for the maintenance of Property in a good and habitable condition, and in compliance with all applicable laws, ordinances, and regulations of all government authorities. Owner certifies that to the Owner's knowledge, the Property is free from hazardous materials or substances as defined under federal, environmental laws. Owner certifies that the roof does not leak and that water does not enter living or basement areas from rain or other subterranean sources. Owner will ensure that Property is clean and the grounds are in good condition at the time of occupancy by a Tenant. Upon the execution of this Agreement, Owner will provide Broker with two sets of keys for Property.

11. **Lead-Based Paint.** If any part of a dwelling located on Property was built before 1978, Owner agrees to provide the following to a prospective tenant for review prior to entering into any lease with respect to said dwelling:

- A. a copy of the federally approved pamphlet on lead poisoning and prevention entitled "Protect Your Family from Lead in Your Home";
- B. a written disclosure by Owner of the presence of known lead-based paint and/or lead-based paint hazards, if any, in any dwelling on the Property.

12. **Sale of Property.** In the event Tenant purchases or contracts to purchase the Property (including an option to purchase agreement) either during the lease term or within ____ years after the end of the lease term, Landlord agrees to pay Broker upon the closing of the sale of the Property a real estate commission equal to the following:

In addition, if Tenant pays Owner a separate consideration to acquire an option to purchase the Property, Owner shall pay Broker from that amount a real estate commission of \$ _____ for procuring said option. Said commission shall be earned at the time the option to purchase is granted.

13. **Optional Additional Services.** With respect to Tenants or prospective Tenants procured by Broker, Broker agrees to perform the optional additional services selected below for the fee specified below. If the box next to the service is not selected, the service will not be performed by Broker and Owner shall be fully responsible for the same.

SERVICE

FEE OF BROKER

A. **Credit Check:** Broker agrees to engage a third party credit reporting company at Owner's cost to obtain basic credit information about prospective Tenants.

- B. Criminal Background Check:** Broker agrees to engage a third party company at Owner's cost to run a criminal background check on whether prospective Tenants have criminal backgrounds in Georgia **OR** nationwide. _____
- C. Reference Checks:** Broker agrees to call the references provided by each prospective Tenant. _____
- D. Move-In Agreement:** Prior to collecting a security deposit from Tenant, Broker agrees to do a move-in inspection of the Property with Tenant and to complete the move-in portion of the GAR Move-In/Move-Out Inspection Form (Form F910 or F911) in accordance with the instructions on that form. _____
- E. Writing Declination Letters:** Broker agrees to send a written declination letter to any person whose application to be a Tenant is denied. _____

14. Disclaimer on Credit, Criminal and Reference Checks. Owner acknowledges that any credit and criminal background checks requested by Owner hereunder are being performed by third party credit reporting companies, that the information obtained from such companies may be incomplete and/or inaccurate and that the scope of such checks may vary from company to company with some checks being limited to Georgia while others apply nationwide. Owner shall specify in writing to Broker if Owner wants the credit reporting company to perform a national search. Owner further acknowledges that in checking references the information provided to Broker may also be false, incomplete and/or inaccurate. While Broker may obtain or cause to be obtained certain information regarding the background of prospective Tenants, the decision to rent or not rent to any prospective Tenant shall be made by Owner rather than Broker. In filling out any Move-In, Move-Out Condition Report (F910 or F911) all parties acknowledge that defects in the Property may not always be noticed.

15. Miscellaneous.

- A. 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 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.
- B. Assignment:** This Agreement may be assigned by Broker to another brokerage firm. Any assignee shall fulfill all the terms and conditions of this Agreement.
- C. Definition of Tenant:** The term "Tenant" as used in this Agreement shall include Tenant, all members of Tenant's immediate family, any legal entity in which Tenant or any member of Tenant'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.
- D. 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 Owner. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. 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.
- E. Fair Housing Disclosure:** Owner acknowledges that Broker is committed to providing equal housing opportunities to all persons and that Owner and Broker are obligated to comply with state and federal fair housing laws in leasing the Property. Owner agrees not to discriminate in the lease of the Property on the basis of race, color, religion, national origin, sex, familial status, disability, sexual orientation or gender identity.
- F. GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. 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. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. 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.

G. Governing Law and Interpretation: This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.

H. Indemnity: Owner agrees to hold Broker harmless from any and all claims, damages, or suits in connection with the leasing of the Property or the performance by Broker of its other obligations herein. Broker shall not be liable for any mistake, error of judgment or negligence in discharging its duties hereunder except for Broker's intentional wrongful acts. For the purpose of this paragraph, the term "Broker" shall specifically include Broker and Broker's affiliated licensees and employees.

I. Independent Contractor Relationship: This Agreement shall create an independent contractor relationship between Broker and Owner. Broker shall at no time be considered an employee of Owner. If there are affiliated licensees of Broker assisting Broker in performing Broker's obligations herein, said licensees may be either employees or independent contractors of Broker.

J. No Imputed Knowledge: Owner acknowledges and agrees that with regard to any property in which Owner intends to rent, 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.

K. Notices.

i. **Communications Regarding Real Estate Transactions:** Owner 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, Owner agrees to remain reasonably available to receive communications from Broker.

ii. **Notices between Broker and Client Regarding this Agreement:** Owner 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. 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.

L. Owner Warranties: Owner warrants that Owner is the record title owner of the Property and is legally entitled to authorize Broker to lease the Property. Owner warrants that if there is a mortgage or mortgages on the Property, Owner is current with regard to payments owing under such mortgage or mortgages.

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

N. Statute of Limitations: All claims of any nature whatsoever against Broker and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred

O. Survival: The commission rights of Broker and the commission obligations of Tenant set forth herein shall survive termination or expiration of this Agreement.

P. Terminology: As the context may require in this Agreement, the singular shall mean the plural and vice versa and all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.

Q. Time of Essence: Time is of the essence of this Agreement.

R. Use of Initials "N/A": The use of the initials "N/A" or "N.A." in filling out a blank in this Agreement shall mean "not applicable".

16. Beware of Cyber Fraud: Fraudulent e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fraudulent e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in sending or receiving funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fraudulent verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

17. Brochures. Brochures referenced herein are prepared courtesy of GAR. The recommendations are general in nature and are not intended to be exhaustive. Some of the recommendations may not apply to specific properties. Owners are encouraged to consult with experts and professionals of their own choosing to ensure that they are protected.

The following Brochures have been received by the Owner(s): (Check all that apply. Any box not checked means the Owner(s) has not received that brochure or other consumer information)

- GAR CB01 – The ABC's of Agency
- GAR CB04 – Lead Based Paint Pamphlet
- GAR CB07 – Mold Pamphlet
- GAR CB08 – EPA Home Buyer's and Seller's Guide to Radon Pamphlet
- Other: _____
- Other: _____

18. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addenda conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- Legal Description Exhibit (F807 or other) “_____”
- Lead-Based Paint Exhibit (F918) “_____”
- Retainer Fee Exhibit (F149) “_____”
- Other: _____
- Other: _____

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

Additional Special Stipulations (F246) are attached.

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

OWNER'S ACCEPTANCE AND CONTACT INFORMATION

1 Owner's Signature

2 Owner's Signature

Print or Type Name _____ Date _____

Print or Type Name _____ Date _____

Owner's Address for Receiving Notice _____

Owner's Address for Receiving Notice _____

Owner's Phone Number: Cell Home Work

Owner's Phone Number: Cell Home Work

Owner's E-mail Address _____

Owner's E-mail Address _____

Additional Signature Page (F146) is attached.

BROKER / BROKER'S AFFILIATED LICENSEE CONTACT INFORMATION

Brokerage Firm _____

MLS Office Code _____ Brokerage Firm License Number _____

Broker/Affiliated Licensee Signature _____

Broker's Phone Number _____ Fax Number _____

Print or Type Name _____ Date _____

Broker's Address _____

Licensee's Phone Number _____ Fax Number _____

Licensee's E-mail Address _____

GA Real Estate License Number _____

REALTOR® Membership _____

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

The above Agreement is hereby accepted, _____ o'clock _____ .m., on the date of _____.