

Exclusive Lease Management Agreement

Date: _____, 20____

IMPORTANT BROKER DISCLOSURES

Prior to entering into this agreement with you, Georgia law requires that the undersigned Broker make certain disclosures to you, as follows:

- (1) Advise you of the types of brokerage relationships available through Broker and Broker's office policy. These are set forth below.
- (2) Advise you of any other brokerage relationships held by Broker which would conflict with any interest of yours actually known to Broker. While not legally considered to be a conflict, Broker and Broker's affiliated licensees represent other landlords and tenants regarding rentals of property which may be in direct competition with the rental of your property.
- (3) Advise you as to Broker's compensation and whether Broker will share such compensation with other brokers who may represent other parties to the transaction. Broker's compensation and sharing arrangements are set out below.
- (4) Advise you of Broker's obligation to keep certain information confidential.

Broker as limited agent.

When you sign this agreement, the Broker's (and the Broker's affiliated licensees') relationship to you will be as an independent contractor and a limited agent and, as provided below, possibly a dual agent. "Limited agent" means that Broker may, acting under the authority of this agreement, solicit offers to purchase, sell, lease, or exchange the property subject to this agreement without being subject to your control, except as to the result of the work. Broker, as a limited agent, shall not be deemed to have a fiduciary relationship or fiduciary obligation with you (or any party), except as may be expressly provided otherwise by law, nor shall Broker or Broker's affiliated licensees be considered your employees.

Broker will make disclosures to prospective tenants about your Property in reliance on information you provide, and based on Broker's actual knowledge. Your obligation to disclose material adverse facts about the Property, particularly latent or hidden defects, is not changed by this agreement.

Broker shall treat all prospective tenants honestly and shall not knowingly give them false information. Broker shall keep confidential any information you expressly ask Broker to keep confidential unless specifically prohibited by law. Broker shall timely disclose to prospective tenants with whom Broker is working all material adverse facts pertaining to the physical condition of the Property, including, but not limited to, material defects in the Property, environmental contamination, and facts required by statute or regulation to be disclosed which are actually known by Broker, particularly if such defects could not be discovered by a reasonably diligent inspection of the Property by the tenant. Broker shall not be liable to a tenant for providing false information if the false information was provided to Broker by you and Broker did not have actual knowledge that the information was false. Nothing in this paragraph shall limit any of your obligations under any applicable law to disclose to prospective tenants all material adverse facts actually known by you pertaining to the physical condition of the Property, nor shall it limit the obligation of prospective tenants to inspect the physical condition of the Property. Georgia law provides that no cause of action shall arise on behalf of any person against Broker for revealing information in compliance with this paragraph.

Broker may provide assistance to prospective tenants without violating any duties to you.

Under Georgia law, Broker may provide assistance to tenants by performing such ministerial acts as preparing offers and presenting them to you; locating inspectors, attorneys, insurance agents, surveyors, schools, shopping facilities, places of worship, and all such other like or similar services; and discussing other listed and sold properties. Performing such ministerial acts shall not be construed in such a manner as to violate this agreement, nor shall performing such ministerial acts for a tenant be construed in such a manner as to form a brokerage engagement with a tenant.

Broker may show alternative properties to tenants and provide information.

Under Georgia law, Broker does not breach any duty or obligation to you by showing alternative properties to prospective tenants. Broker may also provide information on other properties which may be in competition with your property.

Dual Agency is permitted by Georgia law if both tenant and Landlord consent in writing, but should be entered into with caution.

The following disclosures are made so that you will have full disclosure in choosing whether to give your consent and allow dual agency. **YOU DO NOT HAVE TO CONSENT TO DUAL AGENCY.** As a dual agent, Broker, will represent you in leasing your Property and also represent a tenant with whom Broker has a brokerage engagement. In serving as a dual agent, Broker represents a tenant and Landlord whose interests are or at times could be different or even adverse. When Broker serves as dual agent, both you and the tenant will be clients of Broker, but Broker's role will be neutral in order to serve both sides equally. For this reason, dual agents are sometimes referred to as "transactional" agents. Dual agents may not offer individual parties the same protections as they would if they were not acting in a dual capacity. Broker, as a dual agent, may not disclose to you or the other client information made confidential by request or instructions from you or the other client, except information allowed or required to be disclosed by law. When dual agency exists, Georgia law provides that Broker may assign one affiliated licensee to you and another to a tenant; this is known as Designated Agency. In that case, those licensees may not disclose, except to Broker, information made confidential by request or instructions of the client the licensee is representing, except information allowed or required to be disclosed under Georgia law. If Broker or Broker's affiliated licensees have a material relationship with the other client other than that incidental to the transactions, a disclosure of the nature of such a relationship must be provided to you. A material relationship shall mean any actually known personal, familial, or business relationship between Broker or Broker's affiliated licensees and a client which would impair the ability of Broker or the affiliated licensees 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 you enter into this agreement. If a party is not identified at such time, when such party is identified, if it is a party with whom either Broker or Broker's affiliated licensees has a material relationship, Broker shall promptly provide to you a disclosure of the nature of such relationship.

UNLESS EXPRESSLY SET FORTH TO THE CONTRARY IN THE SPECIAL STIPULATIONS BELOW, BROKER'S OFFICE BROKERAGE RELATIONSHIP POLICY IS TO PROVIDE SELLER AND LANDLORD AGENCY; BUYER AND TENANT AGENCY; DESIGNATED AGENCY; DUAL AGENCY; SUBAGENCY; OR TO ACT AS A TRANSACTION BROKER; AND BY SIGNING THIS AGREEMENT LANDLORD EVIDENCES LANDLORD'S CONSENT TO BROKER ACTING AS A DUAL AGENT AND DESIGNATED AGENT.

EXCLUSIVE LEASE MANAGEMENT AGREEMENT

NOTICE TO LANDLORD: By signing this agreement, you acknowledge that you have read and understand all the above disclosures, which are incorporated herein by this reference, and have been advised of all of the foregoing prior to voluntarily entering into this agreement.

This **Exclusive Lease Management Agreement** is entered into on _____, 20__ by and between _____ (the "Landlord") and _____ (the "Broker").

1. PROPERTY

The property to be managed is located in _____ County, Georgia, and is known as _____ (the "Property"), and being more particularly described as all that tract or parcel of land lying and being in Land Lot _____ of the _____ District, _____ Section, _____ County, Georgia, being Lot ____, Block ____, Phase ____ of _____ Subdivision, as more particularly set out in Plat Book ____, Page ____, of the official records of _____ County, Georgia, Tax ID # _____ or, in the alternative, as set out on an Exhibit attached hereto and made a part hereof by this reference. Landlord warrants that Landlord has title to the Property described herein and has full authority to enter into this agreement.

2. TERM

2.1. Initial Term- The undersigned Broker agrees to act as a limited agent for and on behalf of the undersigned Landlord and to use Broker's efforts to manage and lease the Property within the terms of this agreement. The undersigned Landlord does hereby authorize and grant to Broker the exclusive right and power from _____, 20____, until 12 o'clock midnight on _____, 20____ (hereinafter referred to as the "Expiration Date," as the same may be extended from time to time under the terms contained in this agreement), to lease and manage the Property described below at a minimum price of US\$_____ per month, for a minimum term of ___ months and maximum term of ___ months, or at such price or terms to which Landlord may consent.

2.2. Renewal- Unless either party provides written notice to the other within ___ days of the Expiration Date of their intent to terminate this agreement, the agreement shall automatically be renewed for a period of _____, provided, however, that if the term of any Lease, including any renewal thereof, extends beyond the Expiration Date, the renewed Expiration Date shall be through and including the expiration date of the Lease.

2.3. Termination- Either party may terminate this agreement at any time with _____ days' written notice to the other. However, Broker shall be entitled to, and Landlord shall promptly pay, upon such early termination, any amounts remaining to be paid under this Agreement, including any fee or commission which would have otherwise been due during the remainder of the term of this agreement. Broker shall have the right to offset these amounts against any funds held by Broker on Landlord's behalf which would otherwise be due to Landlord.

2.4. Broker Rights After Termination- Should Landlord contract WITHOUT the services of Broker to make a direct lease of the Property (a "Lease") within _____ days after the Expiration Date to a tenant to whom the Property was offered during the term of this agreement, by Broker, by Landlord, or anyone else, Landlord agrees to pay Broker a commission at the same rate of commission as specified herein. Should a Lease be procured under the term of this agreement but fail to commence until after the Expiration Date, this agreement shall automatically be extended through and including the date of commencement (as defined in the Lease), or through and including the date upon which the Lease was terminated, as applicable. Broker shall furnish Landlord prior to the Expiration Date of this agreement or any extension hereof, a written list of names of all persons to whom the Property was offered, and such list shall be conclusive as to any commission rights due for any offerings made by Broker, or by persons authorized by Broker.

3. BROKER COMPENSATION

If permitted by applicable law, Broker may collect and retain from tenants any or all of the following: an administrative charge for late payment of rent, a charge for returned or non-negotiable checks, a credit report fee, and an administrative charge and Broker's commission for sub-leasing. In addition to any such charges collected by Broker, Landlord agrees to pay to Broker:

3.1. A leasing fee of _____ of the first full month's rental or _____, whichever is greater if Landlord enters into an enforceable contract for the lease of the Property with any tenant, whether by or through the efforts of Broker or any other person, including Landlord. Said commission shall be paid to Broker upon receipt of the first month's rent;

3.2. A lease renewal fee of _____ [check one] _____% of the first full month's rent of the renewal period, OR US\$_____ if the term of a lease with a tenant or that tenant's spouse procured by Broker is renewed or extended by Landlord. Said renewal fee shall be paid to Broker upon receipt of the first month's rent of the renewal period.

3.3. A management fee of [check one] _____% of each month's rental, OR US\$_____ per month during the term of the lease and any renewals of said lease.

3.4. A vacancy fee of _____ per month until the property is leased if, upon the commencement of this agreement and anytime during this agreement, the property is vacant.

3.5. Commission due to Broker in the event of the sale of the Property equal to [check one] _____% of the sales price or US\$_____, which commission shall be due and payable at the closing of the sale if Landlord sells the Property during the term of this agreement, unless, as of the date hereof, Landlord has entered into an exclusive right to sell agreement with another broker.

3.6. Landlord acknowledges and agrees that Broker is providing a valuable service to Landlord by leasing the Property and may incur significant costs and expenses in doing so. In order to partially compensate Broker for Broker's time in the event no commission is paid hereunder, Landlord has paid to Broker a retainer fee in the amount of US\$_____, which fee shall be deposited into Broker's trust account and refundable to

Landlord only if Broker is paid the full commission as provided above. Upon the termination or expiration of this Agreement, Broker shall be authorized to transfer the retainer fee to Broker's general account. In the event the Property is sold or leased and a commission is due to Broker, Landlord shall at closing or upon receipt of the first full month's rent, receive a credit against the commission due in the amount of the retainer fee actually paid.

3.7. Notwithstanding the payment of a retainer fee as provided above, Landlord shall reimburse Broker or Broker's affiliated licensees for their costs and expenses incurred in leasing the Property (including, but not limited to, printing costs, advertising fees, mileage reimbursements and multiple listing fees) if Landlord defaults hereunder. The right to collect reimbursement for these costs and expenses shall be in addition to, not in lieu of, any other claim or cause of action Broker may have hereunder, except that these costs and expenses may be offset against the commission paid to Broker, if any.

IT IS UNDERSTOOD AND AGREED BY LANDLORD THAT THIS IS AN EXCLUSIVE MANAGEMENT AGREEMENT, AND THAT EVEN IF LANDLORD, DURING THE TERM OF THIS AGREEMENT, OR ANY EXTENSION HEREOF, LEASES THE PROPERTY, BROKER SHALL BE ENTITLED TO A COMMISSION AND FEES AT THE RATES SPECIFIED HEREIN.

4. OTHER RELATIONSHIPS

Landlord acknowledges and agrees that Broker may cooperate with another broker or compensate another broker, and that any commission hereunder may be disbursed or allocated in the sole discretion of Broker and may be allocated to other brokers who may or may not represent other parties to the transaction. The commissions payable for the sale, lease or management of property are not set in any manner other than between Broker and Landlord. Broker agrees to use his or her best efforts to lease the Property. Landlord acknowledges that Broker is a member of _____ ("MLS"), and Broker is bound to file this listing with said MLS according to the rules of the MLS service. Landlord hereby acknowledges that any and all Multiple Listing Services involved are neither a party to this agreement, nor responsible for errors or omissions on the part of Landlord or of Broker.

5. ACCOUNTS

5.1. Trust Account(s)- Broker shall maintain a trust account separate and apart from Broker's operating accounts, for the deposit of receipts collected as described herein, in a bank or other institution whose deposits are insured by the federal government. Such depository shall be selected by Broker. However, Broker shall not be held liable in the event of bankruptcy or failure of a depository. Funds in the trust account(s) remain the property of Landlord subject to disbursement of expenses by Broker as described in this Agreement.

5.2. Security Deposits- Broker shall collect, deposit, and disburse security deposits described in any Lease in accordance with Georgia law and the Lease. It is understood and agreed that any security deposit paid under a Lease shall be held by [check one] Broker OR Landlord. If the security deposit is to be held by Broker, it is agreed by all parties that these trust funds shall be deposited into Broker's trust account with Broker retaining any interest to compensate for the cost and burden of maintaining such an account. Any security deposit pertaining to a Lease remaining in Broker's trust account upon expiration of this agreement shall be transferred by Broker to Landlord or another Georgia real estate licensee designated by Landlord upon 30 days' written notice to Broker and any tenant under a Lease. Upon said transfer of the security deposit, to which Landlord's consent shall be deemed given, Broker shall have no further responsibility for same. If Landlord holds the security deposit under any Lease, Landlord shall do so in accordance with Georgia law and the terms of the Lease and shall indemnify and hold harmless Broker for any liability in connection thereto.

5.3. Initial Deposits and Contingency Reserve- Upon commencement of this agreement, Landlord shall remit to Broker the sum of \$_____ to be deposited in Broker's trust account as an initial deposit representing the estimated disbursements to be made in the first month following the commencement of this agreement, plus a contingency reserve. Landlord agrees to maintain the sum of \$_____ at all times in the trust account(s) as a minimum contingency reserve to enable Broker to pay the obligations of Landlord under this agreement as they become due. Landlord and Broker shall review the amount of the contingency reserve from time to time and shall agree in writing on a new contingency reserve amount when such is required.

5.4. Disbursements- Landlord agrees Broker shall be authorized to deduct from the monthly rental income deposited into Broker's trust account(s) any earned commissions, fees, or other obligations Landlord has authorized Broker to pay on behalf of Landlord and disburse same to the parties entitled thereto. After Broker deducts all authorized expenses and reserves relating to the operation and management of the Property from funds collected for the account of Landlord, Broker shall disburse to Landlord in accordance with Landlord's written instructions.

6. MARKETING

Subject to the terms and limitations of any Lease in effect at the commencement of this agreement, if any, Broker is hereby authorized by Landlord to advertise and market the Property for lease during this agreement or any extension hereof, to place Broker's "FOR RENT" sign on the Property, to remove all other "FOR RENT" signs and lockboxes, if any, to place a lockbox with house key on the Property, and to photograph the Property or use photographs provided by Landlord and use such photographs in promoting the lease of the Property. Landlord hereby warrants and represents that Landlord has the legal right to use, copy and distribute any digital or printed media provided by Landlord to Broker for any reason whatsoever. If any of the foregoing marketing activities are not allowed under any existing Lease in effect at the commencement of this agreement, Landlord shall use Landlord's best efforts to secure permission from existing tenants for Broker to conduct said marketing activities. Landlord agrees to refer all inquiries concerning the lease of the Property to Broker during the term of this agreement. Landlord further agrees to consider Broker's recommendations to enable Broker to show the Property to its best advantage, to allow Broker to show it at all reasonable hours and otherwise cooperate with Broker. NOTICE: Whether or not a lockbox is used as a tool to market the Property, Broker and MLS recommend that valuables such as checks, money, and jewelry be removed by Landlord to a secured place during the term of this listing. Landlord acknowledges that isolated instances of 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 have been reported. Lockboxes should not be placed where they can be easily removed, such as on door handles that can be unscrewed from the outside.

Landlord shall cooperate with Broker in marketing and showing the Property by making the Property available during reasonable times for viewing, and by being available during reasonable times to receive time sensitive communications from Broker. Landlord and Broker shall abide by all federal, state and local laws, and shall assist one another in reporting any suspicious or unlawful activity such as fraud to appropriate law enforcement personnel. The undersigned Landlord and Broker, by their respective signatures, herein agree they will not discriminate against any prospective tenant because of race, color, sex, religion, handicap, familial status, national origin, gender identity or sexual orientation of such person in accordance with applicable federal and state laws.

Landlord agrees that members of MLS and other brokers may act in association with Broker in procuring or attempting to procure a tenant, and authorizes Broker to distribute listing and rental information to other members of MLS and the public. Landlord agrees Broker is authorized to utilize any or all media and current technology available to advertise and market the Property for rental by providing information directly to the public, and further agrees to the publication of rental price information to all persons authorized to purchase such information. Any digital or printed media provided to or created by Broker for the purpose of marketing the Property shall become the property of Broker and may not be used or distributed for any other purpose without the express written permission of Broker.

7. MANAGEMENT

During the term of this agreement, Broker agrees to:

7.1. Leases- Make all reasonable efforts to enforce the terms of any Lease in accordance with state and federal law, including, but not limited to, any applicable Fair Debt Collection Practices Act (FDCPA). In order that Broker may fulfill its responsibilities hereunder, Landlord hereby grants Broker the authority to enter into, renew and terminate any Lease on behalf of Landlord, and to collect any sums due thereunder. All Leases will be in writing on Broker's standard lease form then in use. Landlord further authorizes Broker to institute, pursue, settle or release any legal proceedings or actions on Landlord's behalf on terms as Broker deems necessary in order to enforce any Lease;

7.2. Recordkeeping- Keep and maintain at all times all necessary books and records relating to the leasing, management and operation of the Property;

7.3. Pay Expenses- Pay the expenses of the Property out of funds collected by Broker on Landlord's behalf and file any federal 1099 forms required as a result of said payments. Landlord authorizes Broker to pay all expenses as hereinafter provided to the extent funds are available from rental income or funds from Landlord for the operating, maintenance, and repair of the Property. All operating and maintenance expenses, including advertising and annual audit expenses, shall constitute deductions from gross annual rentals. In the event funds from rental income or funds from Landlord shall be inadequate to pay any such bills and assessments when due, Landlord shall be liable for any assessments, legal fees, court costs, interest or any other penalties that are incurred as a result of such failure to pay the bill;

7.4. Repairs- Before entering into any contract, obtain approval of Landlord for repairs, supplies, replacements, or any other non-emergency maintenance expenses which involve an expenditure of more than \$_____. Broker shall have the power, however, in the event of an emergency, and without obtaining Landlord's consent, to take such actions as are necessary in Broker's opinion to protect the Property and any tenant. Broker will inform Landlord of such emergency action taken and the cost thereof as soon as reasonably possible.

7.5. Maintenance- Manage and maintain, at Landlord's expense, the Property. Landlord hereby grants Broker the authority to enter into any contracts necessary for the provision of normal and customary utility services to the Property on Landlord's behalf, which contracts shall be assumed by Landlord upon expiration of this agreement. Broker shall only use the services of independent contractors who carry and are covered by liability and workmen's compensation insurance for repairs and maintenance of the Property. Landlord acknowledges that any and all persons contracted for the maintenance and repair of the Property are contractors of Landlord and not contractors of Broker, even though such persons shall be under the control and supervision of Broker. Landlord acknowledges and agrees, however, that under no circumstances shall Broker act as or be deemed a general contractor, and Broker's inspection of any work conducted by said independent contractors shall be for the sole purposes of determining completion of the work, and not for determining quality of workmanship or compliance with any building standard or code.

7.6. Optional Additional Duties- In addition to the foregoing management responsibilities, Broker shall also be responsible for [check all that apply. Any item not checked shall be deemed the responsibility of Landlord]:

Qualification of Tenants- Upon receipt of a lease application, it shall be Broker's responsibility to process the application and attempt to verify the data provided by the prospective tenant completing the application. Landlord acknowledges that Broker may use third party vendors to obtain credit and/or criminal background information. Broker offers no warranty as to the accuracy or completeness of any third party credit or background report.

Move-In and Move-Out- Walk through and note the physical condition of the Property with any tenant approved by Landlord at move-in and move-out and prepare documentation of same. Broker shall not be responsible for providing a walk-through report at move-in in the event tenant has taken occupancy of the Property prior to the commencement of this agreement. It is understood and agreed by Landlord that the scope of any walk-through conducted by Broker shall be limited to making note of any obvious damage to or defects in the Property at move-in and move-out and shall not include the inspection of any areas of the Property which are hidden or not easily accessible. Landlord expressly acknowledges that Broker is not an expert in matters relating to the condition or construction of the Property and the surrounding neighborhood, including, but not limited to, any structural, safety, title, environmental, financial, tax, legal or health concerns, or issues regarding the surrounding community, future or current real estate development or municipal services offered to local residents, and has given no advice nor made any representations in regard thereto upon which Landlord has relied. Landlord is encouraged and advised to seek expert advice and to retain appropriate experts such as environmental engineers, termite inspectors, engineers, surveyors, plumbers, contractors, property inspectors, lawyers, accountants and the like, as Landlord may deem appropriate.

Preventive Maintenance Schedule the following maintenance actions to be paid for and on behalf of Landlord [check all that apply]:

- Routine Property inspections for maintenance items, to occur _____ times per year.
- Gutter cleaning, [check one] as needed OR _____ times per year.
- HVAC filter changes, to occur _____ times per year.
- Routine pool/spa maintenance to occur on the following schedule:

- Other: _____
- Other: _____

Recurring Expenses to be Paid From Broker's Trust Account- Broker shall, on behalf of Landlord, cause to be paid with Landlord's funds the following utilities and/or other expenses [check all that apply]:

- | | | |
|--|--|--|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Yard and Lawn Maintenance | <input type="checkbox"/> Property Insurance |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Cable | <input type="checkbox"/> Ad Valorem Property Taxes |
| <input type="checkbox"/> Water | <input type="checkbox"/> Pest Control and Inspection
for Termites | <input type="checkbox"/> Community Association Fees and Dues |
| <input type="checkbox"/> Sewer | <input type="checkbox"/> Pest (other than termite or
rodents) Control | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Waste removal | <input type="checkbox"/> Mortgage Payments | <input type="checkbox"/> Other: _____ |

Tenant Default Services- In the event of tenant default and at Landlord's expense and in accordance with any Lease, Broker shall [check all that apply]:

- Send demand letters for the collection of past due items.
- Initiate dispossessory proceedings on behalf of Landlord, including sending notices to tenant of same.
- Be present with local law enforcement officials during any attempt by local law enforcement officials to remove tenant after the completion of dispossessory proceedings.
- Arrange for movers to remove any tenant possessions, and, if required by law, arrange for the storage of tenant possessions, after the successful completion of dispossessory proceedings.

8. DUTIES OF LANDLORD

During the term of this agreement, Landlord agrees to:

- 8.1.** At all times maintain adequate liability insurance naming Broker as an additional insured, and hazard insurance sufficient to cover the cost of replacement of the Property. Landlord will provide proof to Broker of said coverages upon commencement of this agreement, and again at any time upon 5 days' advance request by Broker;
- 8.2.** Provide Broker with copies of any and all documents, contracts, agreements and records required by Broker to manage the Property. Such documents shall include, but are not limited to Leases, rent rolls and service contracts pertaining to the Property;
- 8.3.** Timely satisfy all monetary obligations concerning the Property at all times to prevent the foreclosure of any liens or claims that could interfere with a tenant's possession of the Property, including, but not limited to the lien of any mortgage lender, tax authority and/or homeowners or condominium association.

9. PROPERTY DISCLOSURES

Landlord warrants and represents that the information with respect to the Property as set out in this agreement is true and correct and that Landlord has fully revealed to Broker all pertinent information with respect to the Property, including defects therein, if any, and that Broker is authorized to convey all such information to prospective tenants. Landlord agrees to provide Broker with a completed **Landlord's Property Condition Report**. Landlord acknowledges that Broker intends to rely upon the accuracy of all information furnished by Landlord, and Landlord agrees to indemnify and hold harmless Broker and MLS, their agents and employees, from any and against all loss, costs, damages, or liabilities of any nature whatsoever resulting from Landlord's withholding any information from Broker or, as a result of Landlord's giving any information which is incorrect to Broker, or arising out of, directly or indirectly, Landlord's failure to make such disclosures of any and all physical characteristics of the Property that may adversely affect the habitability of the Property, including but not limited to lead-based paint, radon gas, asbestos, water problems and/or structural defects. All defects in the Property which shall adversely affect its habitability shall be disclosed by Landlord in writing and shall be made a part of this Agreement by reference.

Landlord expressly acknowledges the requirements of O.C.G.A. § 44-7-20, to-wit:

When the Landlord of real property, either directly or through an agent, seeks to lease or rent that property for residential occupancy, prior to entering a written agreement for the leasehold of that property, the Landlord shall, either directly or through an agent, notify the prospective tenant in writing of the property's propensity of flooding if flooding has damaged any portion of the living space covered by the

lease or attachments thereto to which the tenant or the tenant's resident relative has sole and exclusive use under the written agreement at least three times during the five-year period immediately preceding the date of the lease. Any Landlord failing to give such notice shall be liable in tort to the tenant and the tenant's family residing on the leased premises for damages to the personal property of the lessee or a resident relative of the lessee which is proximately caused by flooding which occurs during the term of the lease. For purposes of this Code section, flooding is defined as the inundation of a portion of the living space covered by the lease which was caused by an increased water level in an established water source such as a river, stream, or drainage ditch or as a ponding of water at or near the point where heavy or excessive rain fell.

Landlord hereby certifies to Broker that some portion or all of the Property [check one] has OR has not been flooded at least three times within the last 5 years immediately preceding the execution of this agreement.

Landlord acknowledges that Landlord has received from Broker an information pamphlet disclosing the dangers of lead-based paint and Broker has informed Landlord of the requirements for disclosure of lead-based paint in all homes built before 1978, as required under The Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §4851-4856 (the "Act"). Landlord further agrees to make all such disclosures as required under the Act to all potential tenants of Landlord's Property.

10. HOLD HARMLESS

As to any matters not covered by Broker's duties in this agreement, Broker is not an expert and Landlord is encouraged and advised to seek expert advice and to retain appropriate experts such as environmental engineers, termite inspectors, engineers, surveyors, plumbers, contractors, property inspectors, lawyers, accountants and the like, as Landlord may deem appropriate. Landlord acknowledges that Broker is not responsible in any way for the content of any third party report or survey. Landlord expressly acknowledge that Broker is not an expert in matters relating to tenant fraud or the condition or construction of the Property and the surrounding neighborhood, including, but not limited to, any structural, safety, title, environmental, financial, tax, legal or health concerns, or issues regarding the surrounding community, future or current real estate development or municipal services offered to local residents, and has given no advice nor made any representations in regard thereto upon which Landlord has relied. Landlord releases Broker and any affiliated agent and employee from any cost, expense or liability that may result from Landlord's reliance on any perceived advice given with respect to the foregoing. If liability is found to exist under the standard of care or conduct required of Broker or its affiliated licensee, their liability is limited to the amount of commission actually received in this particular transaction, less any amount paid to a cooperating Broker, if any. If no commission is paid, Broker's liability shall be limited to one hundred US dollars (US\$100.00). Notwithstanding anything to the contrary contained herein, neither Landlord nor Broker shall be liable to the other for any special, indirect or punitive damages of any kind or nature.

Landlord shall indemnify, hold harmless and defend Broker and MLS from and against any and all claims, demands, causes of action, liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees and expenses and court costs incurred in defending any such claim or in enforcing this indemnity) that may be incurred by Broker or Landlord arising out of or in connection with the acts or omissions of Landlord and Landlord's agents, representatives, contractors and consultants, or any of them, including but not limited to claims arising out of or in connection with personal injury or death of persons, loss, destruction or damage to property, the holding of any funds by anyone other than Broker, the use of any digital or printed media provided by Landlord for marketing or management purposes (including, but not limited to, photographs, surveys, architectural renderings, etc.), or any claim by third parties arising out of this agreement. Landlord warrants and represents that Landlord is not a party to any other management or listing agreement pertaining to the Property, and that if Landlord owes a real estate commission to any other real estate licensee claiming under any other agreement, said commission shall be in addition to, not in lieu of, Landlord's obligations under this agreement.

11. MISCELLANEOUS

11.1. The provisions of this agreement shall extend to and be binding on the respective heirs, executors, administrators and successors of each party hereto;

11.2. If any provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall nonetheless remain in full force and effect;

11.3. This agreement, including any exhibits attached hereto, contain the entire agreement between the parties pertaining to the subject matter hereof and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter;

11.4. This agreement shall be governed by and interpreted under the laws of the State of Georgia;

11.5. Time is of the essence of this agreement;

11.6. Any indemnity, hold harmless or obligation to pay commission contained herein shall survive the termination of this agreement;

11.7. Any notice, request or other communication required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight courier (such as United Parcel Service or Federal Express), sent by facsimile, sent by electronic mail ("email") or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier delivery, confirmed facsimile transmission, deposit with such overnight courier for next business day delivery, or deposit in the United States mail, but the time period (if any is provided herein) in which to respond to such notice shall commence on the date of hand or overnight courier delivery or on the date received following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving at least five (5) banking days' prior written notice thereof, any party may from time to time and at any time change its mailing address hereunder. The parties' respective mailing and email addresses for notice purposes are indicated after the parties' signatures below. Telephone numbers are given for convenience of reference only. Notice by telephone shall not be effective; and

11.8. This document and any amendments thereto, may be executed in multiple counterparts by the parties, and such counterparts shall have the same legal enforceability and binding effect as though it were signed by all parties in original form.

Special Stipulations:

Substantive provisions continued on additional page.

IN WITNESS WHEREOF, the parties have duly executed this agreement.

All Names should be both signed and printed.

Broker:

_____/_____
Name of Brokerage Firm Broker Code

_____/_____
Brokerage Phone Number Brokerage Fax Number

➤ _____

Agent Printed Name

_____/_____
Agent Phone Number Agent Fax Number

Agent Email Address

Required License Number(s):

_____/_____
Broker's License Number Agent's License Number

Landlord:

➤ _____

Landlord Printed Name

➤ _____

Landlord Printed Name

_____/_____
Landlord Phone Number Landlord Fax Number

Landlord Email Address

Landlord Address

Landlord City State Zip