

EXCLUSIVE LEASING LISTING AGREEMENT



2007 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 _____ day of _____, 20____ by and between _____ (hereinafter referred to as "Owner") and _____ as broker and its licensees (hereinafter referred to as "Broker");

WHEREAS, Owner owns that certain real property described as follows:
All that tract of land lying and being in Land Lot _____ of the _____ District, _____ Section of _____ County, Georgia and being known as Address _____, City _____, Georgia, Zip Code _____ according to the present system of numbering in and around this area, being more particularly described as Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Project, as recorded in Plat Book _____, Page _____, _____ County, Georgia records together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property". The full legal description of said Property is the same as is recorded with the Clerk of the Superior Court of the County in which Property is located and is made a part of this agreement by reference.

WHEREAS, Owner desires to retain Broker as Owner's agent to exclusively rent or lease Property for and on behalf of Owner;

NOW THEREFORE, in consideration of the premises and mutual covenants herein set forth, the parties agree as follows:

1. **Leasing.** In consideration of Broker's offer to lease the above-referenced Property for Owner on the terms and conditions set forth herein, and in further consideration of promises to each other, Owner hereby grants Broker the exclusive right to lease Property.

A. Term: Broker shall have the exclusive right to lease Property on behalf of Owner for a minimum term of _____ days from the date of this Agreement. Any renewal or extension of this Agreement must be in writing and signed by the parties. 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 may be occupied by a tenant obtained by Broker as of the _____ day of _____, 20____. 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 \$ _____ as a commission. If Owner renews or extends a lease to a tenant (or the spouse of such tenant) obtained by Broker, Owner will pay Broker _____ percent (%) of each additional month's rent during the term of occupancy. Broker will share said commission with a cooperating broker, if any, who procures a tenant for Property by paying such cooperating broker _____ percent (%) of Broker's commission or \$ _____.

C. Management by Owner: Unless Owner signs a separate management agreement, Broker shall not be responsible for managing Property, and shall not escrow the security deposit, complete a move-in/move-out inspection with a prospective tenant, collect rents, initiate legal proceedings, handle maintenance requests nor perform any other management function on behalf of Owner. Owner shall be responsible for all property management and Broker shall have no further obligations under this Agreement once Broker procures a tenant.

2. **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. Owner acknowledges that the real estate licensees affiliated with Broker are independent contractors of Broker, and are not Broker's employees.

3. **Marketing.**

A. Advertisements: Broker may advertise Property for lease in all media and reproduce and distribute images of Property in connection therewith. Owner agrees not to place any advertisements on Property or to advertise Property for lease in any media except with the prior written consent of Broker. Broker is hereby authorized to place Broker's "For Rent" sign on Property. Broker is authorized to procure tenants to lease 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. Broker and other real estate brokers and their affiliated licensees may show Property without first notifying Owner.

B. 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 or put them in a secure place.

C. Multiple Listing Service(s): Owner acknowledges that Broker is a member of the following multiple listing service(s): _____ (“Service(s)”). Broker may file this listing with said 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.

4. Sale of Property. If Owner sells Property to a tenant (or spouse or roommate of such tenant) obtained by Broker, either during the term of the lease or thereafter, Owner will pay Broker a commission of _____ percent (%) of the price for which Property is sold. This obligation shall survive the expiration or termination of this Agreement.

5. 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 not be responsible to advise Owner 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 Property; the condition of Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to 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 Property; any condition(s) existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses and zoning of Property whether permitted or proposed. Owner acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Owner should seek independent expert advice relative thereto. Owner acknowledge 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 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, 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).
- G. 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.

6. Condition of Property. Owner certifies that all heating, cooling, plumbing, electrical systems and appliances 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 Property is free from any hazardous levels of radon or any other hazardous materials as determined by current Environmental Protection Agency guidelines. 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 two sets of keys for Property.

7. 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).

8. 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, owner agency, and tenant agency.

The agency relationship(s), if any, **NOT** offered by Broker is/are the following: _____.

9. 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 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 a tenant 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.
10. **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.
11. **Notices.** Except as otherwise provided herein, all notices, including offers, counteroffers, acceptances, amendments and demands, required or permitted hereunder shall be in writing, signed by the party giving the notice and delivered either:
- A. in person;
 - B. by an overnight delivery service, prepaid;
 - C. by facsimile transmission (FAX) to Broker and Owner at their respective FAX telephone numbers identified on the signature page of this Agreement (provided that an original of the notice shall be promptly sent thereafter if so requested by the party receiving the same); or
 - D. by the United States Postal Service, postage prepaid, registered or certified return receipt requested.
- The parties agree that a faxed signature of a party constitutes an original signature binding upon that party. Notices shall be deemed to be given as of the date and time they are actually received, except for FAX notices which shall be deemed to have been given and received as of the date and time they are transmitted provided that the sending FAX produces a written confirmation showing the correct date and time of the transmission and the telephone number referenced herein to which the notice should have been sent. All notice requirements referenced herein shall be strictly construed. Any notice sent by FAX shall be sent to such other FAX number as the receiving party may from time to time specify by notice to the party sending the FAX.
12. **Assignment.** This Agreement may not be assigned by Broker except with the written agreement of Owner. Any assignee shall fulfill all the terms and conditions of this Agreement.
13. **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"; and
 - B. a written disclosure by Owner of the presence of known lead-based paint and/or lead-based paint hazards, if any, in the dwelling.
14. **Time of Essence.** Time is of the essence of this Agreement.
15. **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.
16. **Indemnity.** Owner agrees to hold Broker harmless from any and all claims, damages, or suits in connection with the leasing of the herein described Property. Broker shall not be liable for any error of judgment or for any mistake, fact of law or for anything which it may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence. For the purpose of this paragraph, the term "Broker" shall specifically include Broker and Broker's affiliated licensees and employees.
17. **Nondiscrimination.** Owner understands that in leasing Property, both Broker and Owner must fully comply with all laws and regulations which prohibit discrimination on the basis of race, color, creed, national origin, sex, age, handicap, or familial status.
18. **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.
19. **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. 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.
20. **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.

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

Mark box if additional pages 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.

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

The above Agreement is hereby accepted, _____ o'clock _____, m., on the _____ day of _____, 20_____.

Broker

MLS Office Code Brokerage Firm License Number

Broker's Phone# _____ & FAX# _____

By: _____
Broker or Broker's affiliated licensee

Print or Type Name

Agent's Georgia Real Estate License Number

Owner's Signature

Print or Type Name

Owner's Signature

Print or Type Name

Phone # _____ FAX# _____

Address: _____
