

EXCLUSIVE LEASING LISTING AGREEMENT



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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 _____ as broker and its licensees (hereinafter referred to as "Broker");

WHEREAS, Owner owns that certain real property located at _____ Georgia _____ TAXID/PIN # _____ and described as follows:

Legal Description. The full legal description of the Property is:

[Select A, B or C below. The sections not marked shall not be a part of this Agreement]

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

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 date of _____. 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. **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.
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.