

YOUR COPY - NO NEED TO FILL OUT

BROKERAGE ENGAGEMENT

EXCLUSIVE RIGHT TO SELL CONTRACT

For Listing Property With

FIRST MULTIPLE LISTING SERVICE, INC.

Atlanta, Georgia

FMLS# _____

LISTING BROKER

CO. NAME **Duffy Realty**

BRANCH **DUFF01**

In consideration of the undersigned Broker's agreement to act as a limited agent for and on behalf of the undersigned Seller or legal representative thereof (hereinafter "Seller") to use Broker's efforts to sell the property within the terms of this agreement, I, the undersigned Seller, do hereby authorize and grant to Broker the exclusive right and power from the _____ day of _____, _____, until 12 o'clock midnight the _____ day of _____, _____, to sell the property described below at a price of \$ _____ or any other price acceptable to Seller.

LEGAL DESCRIPTION OF THE PROPERTY:

All that tract or parcel of land lying and being in LAND LOT _____ of the _____ DISTRICT, _____ SECTION, _____ COUNTY, GEORGIA and being known as LOT _____, BLOCK _____ of the _____ SUBDIVISION, according to plat recorded in PLAT BOOK _____, PAGE _____, _____ COUNTY RECORDS, and being improved property known as _____ (Street), _____ (City), GEORGIA, _____ (Zip). 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 the property is located and is made a part of this agreement by reference.

Broker is a member of First Multiple Listing Service, Inc. (hereinafter "FMLS"), and Broker shall file this listing with FMLS within 48 hours after Seller signs this agreement. Seller agrees that other members of FMLS may act in association with Broker in procuring or attempting to procure a buyer. Broker has no agency relationship with FMLS. Seller agrees to pay to Broker a sales commission of _____ % of the sales price, or \$ _____, at closing, in the event that during the term of this agreement: (1) Broker or any member of FMLS procures a person ready, willing and able to purchase the property at the price described above; or (2) Seller enters into an enforceable contract for the sale or exchange of the property with any buyer, without exclusion as to any buyer, whether by or through the efforts of Broker or any other person, including Seller. Seller 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 Seller. Seller agrees to pay to Broker such commission pursuant to the terms of this agreement, if within 90 days after termination of this agreement, the property is sold, exchanged or conveyed to any person to whom the property had been submitted, presented or shown during the term of this agreement, the terms and conditions of which shall apply to such sale, exchange, or conveyance, unless the property is sold to such buyer during such 90-day period by or through another licensed real estate broker with whom Seller had made an exclusive listing contract. Seller agrees to refer all inquiries concerning the sale of the property to Broker during the term hereof.

Notwithstanding anything to the contrary contained herein, if a sales contract on the property is signed by Seller and a prospective buyer during the term of this agreement, and if such sales contract is not consummated for any reason whatsoever, then the original term of the listing set forth herein shall be automatically extended by the number of days the property was under contract to said prospective buyer (i.e. the number of days from the date the sales contract was signed until the date it finally is determined that it will not close).

Seller hereby indemnifies and holds FMLS and its employees harmless from, and covenants that Seller will not sue FMLS and/or its employees for, any and all claims, suits, or causes of action, whenever asserted, and/or any and all bodily and personal injuries and the consequences thereof, which result from any acts of persons who are not employees of FMLS, or which result from any negligent acts of persons who are employees of FMLS, whenever said acts occur during the period of this agreement or any extension hereof. Seller acknowledges and agrees that Broker shall not, under any 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.

Seller warrants that: Seller has title to the property described herein, and/or has full authority to enter into this agreement; that the information with respect to the property as set out in this agreement is true and correct and that Seller 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 buyers: and, Seller has received, completed, and delivered to Broker a Property Disclosure Statement.

Seller acknowledges that Broker intends to rely upon the accuracy of the information furnished by Seller and Seller agrees to hold Broker harmless from any cost, expense or damage incurred by Broker as a result of Seller's withholding any information from Broker or as a result of Seller's giving Broker any information which is incorrect. A Data Entry form is attached to and made a part of this agreement by reference.

Seller hereby grants permission for Broker to advertise the property for sale and display the listing over the Internet, and for the property to be photographed and for such photograph to be used in promoting the sale. Broker is also hereby authorized to place Broker's "For Sale" sign upon the property.

NOTICE: A lockbox may be used in connection with the marketing of the 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, FMLS recommends against the use of lockboxes on door handles that can be unscrewed from the outside or on other parts of the home from which the lockbox can be easily removed. When a lockbox is used in connection with the marketing of Seller's property, FMLS recommends that Seller place valuables such as checks, money, and jewelry in a secure place.

Owner's Initials

FMLS# _____

LISTING BROKER

CO NAME	Duffy Realty
BRANCH	DUFF01

NOTICE: The sales contract for the Seller's property may require that the Seller have obtained a termite inspection report for the property prior to execution of the sales contract.

Except as expressly disclosed to Seller, Broker's office brokerage relationship policy is to represent buyers; to represent sellers; and to represent buyers and sellers with disclosed dual and/or designated agency for intra-company sales.

Special Stipulations: _____

Seller understands and agrees that all the information and property characteristics in the FMLS information system will be provided to brokers and their agents who may or may not represent buyers and/or who are not agents or subagents of Seller. Seller further agrees that brokers and their agents who represent buyers may show the property without first notifying Seller or Broker that they represent a buyer and any information provided to such brokers or their agents may be given to prospective buyers. Seller hereby waives any claims against FMLS and its employees arising out of disclosure of such information to other parties and hereby covenants that Seller will not sue FMLS or its employees for any and all claims, suits, or causes of action, whenever asserted, arising out of such disclosure.

BY SIGNING THIS AGREEMENT, SELLER ACKNOWLEDGES THAT (1) SELLER HAS READ ALL PROVISIONS AND DISCLOSURES MADE HEREIN BEFORE SIGNING, (2) SELLER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY AND (3) SELLER VOLUNTARILY AND EXPRESSLY CONSENTS AND AGREES THAT BROKER MAY SERVE AS A DUAL AND/OR DESIGNATED AGENT AS DESCRIBED BELOW.

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

- (1) Advise you of the types of brokerage relationships available through Broker and Broker's office brokerage relationship policy: These are set forth below and in the paragraph immediately preceding the Special Stipulations section.
- (2) Advise you of any other brokerage relationships held by Broker which would conflict with any interests of yours actually known to Broker. Broker and Broker's affiliated licensees represent other sellers and buyers regarding sales of property which may be in direct competition with the sale 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.
- (4) Advise you of Broker's obligations to keep information confidential under the law.

By signing this agreement, you acknowledge that Broker has made all of the above disclosures verbally or in writing and has advised you of all of the foregoing prior to your entering into this agreement.

BROKER AS LIMITED AGENT; BROKER MAY MAKE CERTAIN DISCLOSURES TO BUYERS.

When you sign this agreement, the Broker's (and the Broker's affiliated licensees') relationship with you will be as a limited agent and, as provided below, a dual agent. "Limited agent" means that the Broker will, 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 with you or any party or fiduciary obligations to you or any party, except as provided by law.

BROKER WILL MAKE DISCLOSURES TO PROSPECTIVE BUYERS ABOUT YOUR PROPERTY IN RELIANCE ON INFORMATION YOU PROVIDE AND BASED ON BROKER'S ACTUAL KNOWLEDGE AND YOUR OBLIGATIONS TO DISCLOSE MATERIAL ADVERSE FACTS ABOUT THE PROPERTY ARE NOT CHANGED BY THIS AGREEMENT. Broker shall treat all prospective buyers honestly and shall not knowingly give them false information. Broker shall timely disclose to prospective buyers (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 which could not be discovered by a reasonably diligent inspection of the property by the buyer.

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Broker shall not be liable to a buyer for providing false information to the buyer 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 buyers all material adverse facts actually known by you pertaining to the physical condition of the property nor shall it limit the obligation of prospective buyers 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 BUYERS WITHOUT VIOLATING ANY DUTIES TO YOU. Under Georgia law, Broker may provide assistance to the buyer by performing such ministerial acts as preparing offers and conveying them to you; locating lenders, inspectors, attorneys, insurance agents, surveyors, schools, shopping facilities, places of worship, and all such other like or similar services; and performing such ministerial acts shall not be construed in such a manner as to violate this agreement Broker has with you nor shall performing such ministerial acts for the buyer be construed in such a manner as to form a brokerage engagement with the buyer.

BROKER MAY SHOW ALTERNATIVE PROPERTIES TO BUYERS AND PROVIDE INFORMATION. Under Georgia law, Broker does not breach any duty or obligation to you by showing alternative properties to prospective buyers; Broker may also provide information on other properties which may be in competition with your property.

YOU ARE ADVISED TO OBTAIN EXPERT ADVICE FOR MATTERS BEYOND THE SCOPE OF BROKER'S EXPERTISE. As to any matters not covered by Broker's duties in this agreement, Broker is not an expert and you are 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 appropriate.

DUAL AGENCY IS PERMITTED BY GEORGIA LAW IF BOTH BUYER AND SELLER CONSENT IN WRITING.

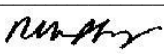
When you sign this agreement, you have expressly consented to Broker serving as a dual agent. This is permitted by Georgia law if both client parties consent and the Broker is not acting in a designated Agency capacity. The following disclosures are made so that you will have full disclosure in choosing whether or not to give your consent and enter into this agreement. You do not have to consent to dual agency.

In serving as a dual agent, Broker is representing two parties as clients whose interests are or at times could be different or even adverse. As a dual agent, Brokers will disclose to both parties all adverse material facts relevant to the transaction actually known to the dual agent except for information made confidential by request or instructions from either client and which is not required to be disclosed by law. Seller hereby directs Broker, while acting as a dual agent, to keep confidential and not reveal to the Buyer any information that would materially and adversely affect the Seller's negotiating position.

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 means 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 that party is not identified at such time, and when such party is identified, it is a party with whom either Broker or Broker's affiliated licensees has a material relationship, Broker shall provide to you a disclosure of the nature of such relationship.

In witness whereof, the parties have this ____ day of _____, 20____, duly executed and sealed this agreement.

Duffy Realty

By:  Company Name
Broker or Broker's Authorized Agent

Print/Type Name Rhonda Duffy
Phone # 678-366-7846
Fax # 678-952-8977

(SEAL) Seller or Seller's Authorized Agent

Print/Type Name _____
Phone # _____
Fax # _____

Seller hereby acknowledges receipt of a copy of this agreement.

NOTE: This form is to be used solely for the purpose of listing property in FMLS.