



EXCLUSIVE LISTING AGREEMENT FOR LEASE OF REAL PROPERTY
SAMPLE

This Listing Agreement is made and entered into on this the ____ day of _____, _____, between _____ as owner of the real property described herein, (hereinafter referred to as "Owner"), and _____ (hereinafter referred to as "Broker").

Owner desires to lease real property situated in _____ County, Georgia, known as _____ as more particularly described in Exhibit "A" attached hereto and by reference incorporated herein, including all buildings and improvements thereon and all fixtures and appurtenances, (all of the foregoing being collectively referred to hereinafter as the "Property").

Broker is licensed by the Georgia Real Estate Commission as a real estate broker and will act on behalf of Owner with respect to the negotiations for the lease of the Property. Broker is a member of the Atlanta Commercial Board of REALTORS®, Inc.

Owner desires to engage the services of Broker to solicit prospective tenants to lease the Property, and Broker desires to assist Owner in that connection, upon the terms, provisions and conditions contained hereinafter.

FOR AND IN CONSIDERATION OF the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **APPOINTMENT OF BROKER.** Owner hereby appoints Broker as its sole and exclusive broker for the term hereof with the sole exclusive right to offer the Property for lease, on the terms and conditions contained herein, or for such other rental and on such other terms as may be acceptable to Owner. Owner authorizes Broker to cooperate with and compensate subagents representing only the Owner or tenant's agents representing only the tenant.

2. **BROKER'S POLICY ON AGENCY/ CONFIDENTIALITY/ DISCLOSURE.**

(a) Broker's agency policy is to represent landlords, tenants, sellers, purchasers, in the same transaction with disclosed dual agency when both the clients consent in writing, and Landlords and Tenants in the same transaction with disclosed dual agency when both the clients consent in writing. Broker also offers designated agency by assigning Broker's salesperson to represent solely each client to the exclusion of all other clients in the same transaction and to the exclusion of all other salespersons affiliated with Broker.

(b) Unless otherwise required by law or Owner permits disclosure of the information by subsequent word or conduct, Broker agrees to maintain the confidentiality of all information identified as confidential by Owner, if that information is received by Broker during the term of this Agreement, as required by the Brokerage Relationships in Real Estate Transaction Act.

(c) Broker has no other known agency relationships which would conflict with the interest of Owner (with the exception that Broker may represent other landlords and tenants in leasing property) except as follows: _____

3. **LEASE TERMS.** Broker shall offer the Property for lease upon the following terms and conditions _____

SAMPLE

_____ or any other rental and terms acceptable to Owner.

SAMPLE

4. LISTING TERM. The term of this Agreement shall commence on the _____ day of _____, _____, and shall terminate on the _____ day of _____, _____, (the "Expiration Date"). This term shall be automatically extended for _____ additional days unless Owner gives Broker written notice prior to said Expiration Date that the term will not be automatically extended.

5. COMMISSION. In consideration of the services to be rendered by Broker to and for the benefit of Owner with respect to the listing for lease and procuring of a tenant for the Property, Owner agrees to pay Broker a commission as follows: _____

Owner acknowledges that Broker shall be entitled to said commission when during the term of this Agreement. If Owner enters into a lease of the Property with any tenant, without exclusion as to any tenant, whether by or through the efforts of Broker, or any other person, including Owner.

Owner also agrees to pay to Broker said commission if within ninety (90) days after termination of this Agreement the Property is leased to any prospective tenant whose attention has been called to the Property by Broker or any cooperating broker during the term of this Agreement. Broker shall deliver to Owner a notice in writing containing a list of such prospective tenants on or before ten (10) days after the termination of this Agreement. If Owner enters into a listing agreement with another licensed real estate broker with respect to the Property after the termination of this Agreement, Owner shall exclude leases of the Property to any prospective tenant named in said written notice from said listing agreement for said ninety (90) day period. "Prospective tenants" as used in this paragraph shall include such person or entity, their respective family members, and affiliates or other entities over which they may exercise control.

Owner shall pay Broker said commission when due in immediately available U.S. funds at the office of Broker or at such other address as Broker may designate in writing. Owner hereby expressly authorizes Broker to share the commission with any other licensed real estate broker or brokers in any proportion agreeable to Broker.

6. COMMISSIONS ON RENEWAL, EXPANSION, OR PURCHASE.

A. Renewal or Expansion by Tenant. If, pursuant to the terms of any lease executed by Owner with respect to the Property for which Owner is obligated to pay Broker a commission hereunder (referred to herein as the "Lease"), the tenant, its successors or assigns, shall (i) exercise any right or option to renew or extend the term of the Lease (whether contained in the Lease or in any amendment, supplement, or other agreement pertaining hereto), or (ii) enter into any new lease, extension, renewal, expansion, or other rental agreement with Owner, Owner shall pay to the Broker an additional commission covering the full term of such lease renewal, extension, expansion, or other rental agreement computed on the same basis as provided in paragraph 5 above.

B. Purchase by Tenant. In the event said tenant, its successors, or assigns, should purchase the Property during the term of the Lease or any renewal and extension thereof, Owner shall pay to Broker at closing a commission equal to _____ % of the purchase price of the Property, payable in immediately available U.S. funds. Upon closing, all further commissions due for leasing the Property shall terminate.

7. SALE BY OWNER. In the event of a sale of the Property or the assignment of the Lease by Owner, Owner shall obtain from the purchaser or assignee a signed Assumption Agreement in recordable form whereby such purchaser or assignee agrees to pay Broker all commissions payable hereunder and shall deliver a fully executed counterpart thereof to Broker on the date of closing of the sale of the Property or assignment of the Lease. Owner expressly agrees that Owner will not transfer, convey, or sell the Property or assign the Lease without first obtaining from the purchaser or assignee such signed Assumption Agreement. The form of such Assumption Agreement shall be furnished to the Broker at the time Owner enters into any contract for the sale of the Property or assignment of the Lease.

8. TERMINATION. The termination of the Lease by the mutual agreement of Owner and tenant shall not affect the right of the Broker to receive from Owner the periodic commissions agreed to be paid by Owner under Paragraph 5 above, on the same basis as if tenant had continued to occupy the Property and had paid the gross rent during the remaining term of the Lease.

9. BROKER'S AUTHORITY. Owner authorizes Broker to:

A. Utilize such marketing techniques and programs as Broker deems appropriate for and advantageous to the lease of the Property, including the placement of a "For Lease" sign or signs on the Property and the removal of any existing signs;

B. Enter the Property at reasonable times with cooperating brokers and their salespersons for the purpose of showing the Property to prospective tenants; and

C. Incur reasonable expenses at Owner's expense for marketing the Property, in an amount not to exceed \$ _____.

10. OWNER'S COVENANTS. Owner agrees to cooperate with Broker, its sales associates and any cooperating brokers fully with respect to Broker's efforts to lease the Property. Owner agrees to refer to Broker all inquiries received by Owner relating to the lease of the Property and to conduct all negotiations with prospective tenants of the Property through Broker. Owner agrees to reimburse Broker for all authorized expenses incurred by Broker in marketing the Property.

Owner represents and warrants to Broker that:

A. Owner (i) is the sole fee simple title owner to the Property, (ii) is authorized and has the capacity to execute and deliver this Agreement, and (iii) has the right to execute and deliver a lease for the Property to a tenant.

B. There are no actions, suits or proceedings pending or threatened against Owner or the Property affecting any portion of the Property.

C. There are no pending or threatened condemnation actions or special assessments of any nature with respect to the Property nor has Owner received any notices of any such condemnation action or special assessment.

D. There are no foreclosures pending or threatened with respect to the Property, nor has Owner received any notices of any such foreclosure action being contemplated.

E. Owner has not received any notice in writing or otherwise from any governmental agency requiring the correction of any violation with respect to the Property or any part thereof.

F. The Property has no known significant or material latent defects and none of the improvements on the Property have been constructed with materials known to be a potential health hazard to occupants of the Property, except as disclosed in writing by Owner to Broker in the Owner's Property Disclosure Notice executed by Owner at the time this Agreement is executed. Owner hereby authorizes Broker to disclose to prospective purchasers all information with respect to the Property either furnished by Owner to Broker on the Owner's Property Disclosure Notice, or otherwise furnished to Broker. Owner agrees to hold Broker harmless of and from any and all damages, claims, costs and expenses of every kind and character resulting from or relating to Owner's furnishing to Broker any false, incorrect or inaccurate information with respect to the Property or failing to disclose to Broker any material latent defects in the Property.

G. The Property shall be offered, shown and made available for sale to or exchange with all persons on a non-discriminatory basis, without regard to race, color, religion, sex, handicap, familial status or national origin.

H. No permission, approval or consent by any mortgage holder or governmental authority or any other person is required for Owner to enter into a lease for the Property.

11. NOTICES. Any notices required or permitted hereunder shall be deemed delivered on the date such notice is sent by registered or certified mail, return receipt requested, or on the date such notice is delivered in person evidenced by a signed delivery receipt, to the party entitled to receive such notice at the respective address of each party hereto set forth on the signature page hereof or at such other address a party hereto shall hereafter designate by written notice in compliance with the terms of this paragraph to the other party hereto.

12. LIMITATION OF LIABILITY. Owner agrees that Broker and any cooperating brokers shall not be responsible in any manner for personal injury to any person or for any loss or damage to personal or real property due to vandalism, theft, freezing water pipes or any other cause of damage or loss whatsoever with respect to the Property. If the Property is vacant during the term of this Agreement, Owner shall notify Owner's casualty insurance company and request a vacancy endorsement to cover the Property during the term of this Agreement.

13. LEGAL EXPENSES. In the event it is necessary for Broker to retain an attorney to enforce the provisions hereof, in addition to the commission payable hereunder, Broker shall be entitled to recover from Owner reasonable attorney's fees and all other costs of collection incurred by Broker in connection therewith.

14. SEVERABILITY CLAUSE. If any term, provision or covenant contained herein is found to be invalid or unenforceable by a court of competent jurisdiction, then the parties agree that such invalid term, provision or covenant shall be deemed to be severed and deleted from this Agreement, and the remainder of this Agreement shall continue in full force and effect and shall remain fully valid and enforceable.

15. MISCELLANEOUS. This Agreement shall inure to the benefit of, and be binding upon, the parties thereto or permitted assigns. Neither this Agreement nor any of the rights, duties or benefits hereunder may be assigned by either party hereto without the prior written consent of the other party hereto. This instrument contains the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein. No representation, promise or inducement not included in this Agreement shall be binding on any party hereto. This Agreement cannot be amended or canceled except by an agreement in writing executed by each of the parties hereto.

16. SPECIAL STIPULATIONS:

Owner acknowledges that Owner has read and understood the terms of this Agreement and has received a copy of it.

BROKER: _____ OWNER _____

By: _____ (Seal) By: _____ (Seal)

Name: _____ Name: _____

Title: _____ Title: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

Fax: _____ Fax: _____

Date: _____ Date: _____