



SAMPLE

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter "Client") and \_\_\_\_\_ (hereinafter "Broker").

1. Exclusive Right to Represent. In consideration of the services to be rendered by Broker to Client, Client hereby appoints Broker as its sole and exclusive broker in the lease or purchase of real property. This exclusive right to represent and the terms and conditions contained herein shall be limited to the Project as defined herein. Client represents that Client has not entered into a tenant/buyer representation agreement with any other broker or has terminated any previous tenant/buyer representation agreement.

2. The Project. The term "Project" shall mean and is limited to those matters concerning locating and negotiating on behalf of Client for the lease or purchase of real property described as follows: \_\_\_\_\_

3. No Obligation to Purchase or Lease. Client shall be under no obligation to lease or purchase any property submitted to Client by Broker.

4. Commissions or Finder's Fees. Broker understands and acknowledges that under no circumstance shall Client be obligated to pay Broker any commission or finder's fee in connection with the representation of Client hereunder. Broker acknowledges and understands that Broker must look solely to a potential lessor/seller for any and all compensation for services performed pursuant to this Agreement, and Client consents to Broker's receipt of any such payment from said lessor/seller.

In the event that a lessor or seller defaults or refuses to pay any commission or finder's fee that it has agreed to pay Broker, Broker shall have no recourse against Client for said commission or finder's fee. Client agrees to cooperate with and support Broker in connection with its efforts to obtain a commission or finder's fee from a lessor or seller who has property for lease or purchase and wishes to secure Client as a tenant or buyer for said property. It is Broker's practice to charge a commission for a tenant's future expansion and for extensions or renewals of any lease. Broker will not share such compensation with other brokers who may represent other parties in the transaction in an agency capacity.

5. Term; Termination.

(a) The term of this Agreement shall be for six months from the effective date hereof and shall be renewed automatically on the same terms and conditions for one successive six month period unless sooner terminated as provided herein below.

- (1) By Client, if Broker does not fulfill its obligations at any time during the term hereof by giving Broker ten (10) days advance written notice, or
(2) By Client, if the Project is canceled or postponed for a period of one year or longer, by giving Broker ten (10) days advance written notice, or
(3) By Broker at its sole discretion if Broker waives any right to any commission by giving Client ten (10) days advance written notice.

(b) In the event that this Agreement is terminated by Client as provided in paragraph 5(a)(1) or (2) above, for a period of six months thereafter, Client agrees that with respect to any lease or purchase opportunity brought to its attention by Broker, Client will cooperate with Broker and support its efforts to obtain a commission or fee from lessor or seller, should Client lease or purchase such property; however, Client shall not be responsible for payment of said commissions or fees.

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6. **Best Efforts.** Broker agrees to represent the Client using its best effort to serve Client's needs in connection with the Project as described herein and in accordance with the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. Section 10-6A-1 et seq.

7. **Client/Broker Responsibilities.** Client agrees to inform all of its employees, potential lessors and seller and other brokers previously involved in the Project, or those who make an inquiry about the Project, of Broker's appointment as Client's exclusive broker, and to refer all parties, correspondence, inquiries, etc. to Broker upon request. Broker will provide Client a monthly activities report. Unless otherwise required by law or Client permits disclosure of the information by subsequent word or conduct, Broker agrees to maintain the confidentiality of all financial information and other matters identified as confidential by Client, if that information is received by Broker during the term of this Agreement as required by the Brokerage Relationships in Real Estate Transaction Act.

8. **Broker's Policy on Agency/Disclosure.**

(a) Broker's agency policy is to represent sellers, buyers, lessors, tenants, buyers and sellers in the same transaction with disclosed dual agency when both the clients consent, and lessors and tenants in the same transaction with disclosed dual agency when both the clients consent. Broker also offers designated agency by assigning Broker's salespersons 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) Broker has no other known agency relationships which would conflict with the interests of Client (with the exception that Broker may represent other buyers, sellers, tenants and lessors in buying, selling or leasing property) except as follows: \_\_\_\_\_

9. **Notice.** Any notices, requests, instructions or other documents given hereunder by any party to another shall be in writing and shall be delivered personally or sent by Registered or Certified mail, return receipt requested, postage prepaid addressed as follows:

If to Client: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

If to Broker: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

10. **Entire Agreement.** This Agreement contains the entire Agreement between Client and Broker concerning the subject matter of this Agreement. No representation, promise or inducement not included in this Agreement shall be binding on any party hereto. Any modification of this Agreement must be in writing and signed by Broker and Client.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of Georgia as to interpretation, construction, and performance.

12. **Assignment.** Client may, in its sole discretion, assign this Agreement, in whole or in the part, to any parent, affiliate, successor or subsidiary entity; Broker may not assign this Agreement without prior consent of Client.

13. **Authorization.** Client represents that it has the full right, title, authority and capacity to execute this Agreement, and the person signing on behalf of Client individually represents that he or she has full authority to sign.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered  
in the presence of:

CLIENT: \_\_\_\_\_

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Witness: \_\_\_\_\_

By: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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Signed sealed and delivered  
in the presence of:

BROKER: \_\_\_\_\_

Witness: \_\_\_\_\_

By: \_\_\_\_\_ (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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