

EXCLUSIVE LISTING AGREEMENT

For and in consideration of _____ [Name of Broker] and its licensees (collectively referred to as "Broker") providing [its/his/her] services to _____ [Name of Owner] ("Owner") in listing for sale and undertaking to sell or find a purchaser for the property hereinafter described, the parties enter into this Agreement as of the ____ day of _____, _____, in accordance with OCGA § 10-6A-1 et. seq.

1. Broker, licensed under the name _____, with the partnership firm or corporate broker _____ [Name of firm / broker], shall have the exclusive right, as Owner's Agent, to list for sale the real estate located at:

All that tract of land lying and being in Land Lot ____ of _____ District, _____ Section of _____ County, Georgia, with a municipal address of _____ [street address], City of _____, Georgia, _____ [zip code]

together all fixtures, structures, landscaping, improvements, and appurtenances thereto (collectively referred to as the "Property").

2. The minimum selling price of the Property shall be _____ dollars (\$_____) (including commission), to be payable on the following terms:

[set out the payment terms]

3. Broker is authorized to accept and hold a deposit in the amount of _____ dollars (\$_____) as a deposit and to apply such deposit towards the selling price.

4. Broker shall use its best efforts to find a purchaser for the Property at the Owner's selling price, and shall assist (to the extent requested by Owner) in negotiating the terms of a purchase and sale agreement between the purchaser and Owner.

5. This Listing Agreement shall commence on the date of this Agreement and shall continue in effect until 12:01 a.m. on _____ [insert date] (the "Listing Period"). If at the end of the Listing Period the Property has not been sold, the Listing Period may be extended for a further period of _____ on the same terms, if both parties agree.

6. Owner represents to Broker that Owner has good and marketable title to the Property and has full authority to enter into this Agreement. Owner will provide Broker with complete and accurate information regarding the Property, including information concerning adverse material facts about the physical condition of the Property.

7. Owner will cooperate with Broker to sell the Property and will refer all inquiries concerning the sale of the Property to Broker during the Listing Period. Owner will make the Property available for showing by Broker at reasonable times.

8. Broker is a member of the following multiple listing service(s): _____
Broker agrees to file Owner's listing with these services within two (2) business days after the signing of this Agreement.

9. Broker is authorized to advertise the Property for sale in any media which Broker deems appropriate, and may take photographs and videotape of the Property to use in connection with such advertising. Broker is also authorized to place a "For Sale" sign on the Property.

10. Broker may cooperate with other real estate brokers to find potential purchasers for the Property, and may distribute listing and sales information to them and to other members of the multiple listing service(s) for publication on their respective Internet websites. Owner agrees to indemnify the multiple listing service(s) from and against any and all claims, liabilities, damages or losses rising out of or related to the listing and sale of the Property.