

# NON-EXCLUSIVE REAL ESTATE BROKERAGE AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“Effective Date”), in accordance with the requirements of the Brokerage Relationships in Real Estate Transactions Act, OCGA § 10-6A-1 et. seq.

**BETWEEN:**

[NAME OF BROKER]  
[address]  
 (“Broker”)

- and -

[NAME OF BUYER]  
[address]  
 (“Buyer”)

WHEREAS Buyer wishes to retain the services of Broker, and Broker wishes to be retained by Buyer, for the purpose of assisting Buyer in locating a real estate property which fits Buyer’s needs and negotiating the purchase of such property.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Definition of Broker.** The term “Broker” shall include Broker’s licensees.
2. **Non-Exclusive Agreement.** Buyer hereby retains Broker to act as Buyer’s real estate broker and to provide the Services (as defined below), on a non-exclusive basis. Buyer represents that Buyer has not entered into an exclusive brokerage agreement with any other broker and has not terminated any previous exclusive brokerage agreement.
3. **Term.** The term of this Agreement shall be for a period of \_\_\_\_\_ [weeks/months], commencing on the Effective Date and expiring on \_\_\_\_\_ [insert date]. However, either party shall have the right to terminate this Agreement at any time by giving the other party \_\_\_\_ days’ written notice. Any such early termination shall not limit Broker’s remedies hereunder with respect to the payment of commissions.
4. **Extension of Term.** If Buyer enters into a real estate purchase transaction with a seller which is not consummated before the expiration of this Agreement, then the expiration date shall be extended for the number of days required to complete the transaction.
5. **Services to Be Provided by Broker.** During the term of this Agreement, Broker shall provide the following services to Buyer (collectively, the “Services”):
  - (a) to attempt to locate real estate properties for purchase by Buyer which suitably match Buyer’s requirements;
  - (b) once a suitable property has been identified by Buyer, to assist Buyer as requested in making an offer and negotiating a real estate purchase and sale agreement;
  - (c) to make all disclosures required by law;
  - (d) to comply with all applicable laws and regulations in performing the Services hereunder; and
  - (e) any other services that the parties may mutually agree in writing.

6. **Duties of Buyer.** Buyer agrees to perform the following duties:

- (a) to work with Broker in identifying and viewing properties which suitably match Buyer's requirements for purchase;
- (b) to provide Broker with complete and accurate information as required by Broker, including information about Buyer's financial position and ability to complete the transaction;
- (c) to authorize Broker to obtain written verification of funds from Buyer's lender;
- (d) to do (or authorize an agent to do) an inspection to determine any defects or potentially adverse conditions in the physical condition of any property in which Buyer is interested, any improvements on such property, and the surrounding neighborhood; and
- (e) to supply such further documents, to grant such further authorizations, and to do such further acts as may be required by Broker in order to perform its obligations under this Agreement.

7. **Limits on Broker's Authority and Responsibility.**

- (a) Broker is at liberty to show any property to other prospective buyers, regardless of whether Buyer has expressed an interest in such property.
- (b) Buyer acknowledges that Broker is not an expert with respect to the condition of any property, title defects, building products, construction techniques, the necessity or cost of any repairs, hazardous or toxic materials, termites or other destructive organisms, tax or legal consequences of any real estate transaction, utilities, appraised or future values of any property, conditions existing in neighboring properties which may affect the property, zoning issues, or matters relating to financing. Buyer should seek independent expert advice with respect to any of the foregoing.
- (c) Broker shall have no authority to act on behalf of Buyer other than as specifically set forth in this Agreement.
- (d) Under no circumstances shall Broker have any liability greater than the amount of the real estate commission paid to Broker hereunder (excluding the amount of commissions retained by any listing broker). Buyer agrees to indemnify and hold Broker harmless from and against any and all claims, causes of action, or damages arising out of or relating to (i) incomplete and/or inaccurate information provided by Buyer, or (ii) the handling of earnest money or other consideration by anyone other than Broker.

**THIS IS A 4-PAGE FORM.**