

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.

