Print Form

ATLANTA PEACH Management & Realty

EXCLUSIVE LEASING/MANAGEMENT AGREEMENT

Georgia Association of REALTORS®

2011 Printing

State law prohibits Broker from representing Owner as a client without first entering into a written agreement with Owner under O.C.G.A. § 10-6A-1 et. seq.

THIS AGREEMENT made and entered into this date of _____ by and between _____ _____ (hereinafter referred to as "Owner") and ATLANTA PEACH MANAGEMENT & REALTY (hereinafter referred to as "Broker").

WHEREAS, Owner owns that certain real estate property located at _____, _____ Georgia _____ TAXID/PIN # _____ and described below:

Legal Description. The full legal description of the Property is:
[Select A, B or C below. The sections not marked shall not be a part of this Agreement.]

☐ **A.** attached as an exhibit hereto;

☐ **B.** identical to the legal description for the property contained in the deed recorded in Deed Book _____, Page _____, et. seq., _____ County, Georgia records;

☐ **C.** described below:
Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section_____ of _____ Subdivision/Development, _____ County, Georgia according to the plat recorded in Plat Book _____, Page _____, et. seq., _____ County, Georgia records.

WHEREAS, Owner desires to retain Broker as Owner's agent to exclusively rent, lease, operate, and manage Property for and on behalf of Owner;

NOW THEREFORE, in consideration of the premises and mutual covenants herein set forth, the parties agree as follows:

1. **Lease.** Broker is authorized to enter into a lease of Property on Owner's behalf if it is for a term of no more than 13 months nor less than 12 months at a monthly rental of at least $_____. Property may be occupied by a tenant obtained by Broker as of the date of _____. Any such lease will be in writing on Broker's standard lease form then in use.

2. **Term.** Broker shall have the exclusive right to lease and manage Property for an initial term of 12 MONTHS beginning on the date of _____ and ending on (and including) the date of _____. Notwithstanding the above, if the Property is leased during the term of this Agreement and the initial term of the Lease extends beyond the initial term of this Agreement, the term of this Agreement shall automatically be extended so that it expires at the same time as the initial term of the Lease. Upon expiration of the initial term this contract will automatically renew for an additional period of 12 MONTHS unless either Broker or Owner provides written notice to the other of their intent not to renew this agreement at least 30 days prior to the commencement date of the renewal term. If Owner terminates this Agreement or if Broker terminates this Agreement due to Owner's default, Owner shall immediately pay Broker all fees and commissions it would have earned had this Agreement not been terminated but instead had been in effect for the entire term set forth above. Broker may deduct the full amount of such fees and commissions from any monies being held coming to Broker which would be due Owner.

3. **Security Deposit.** With respect to any security deposit to be paid by tenant pursuant to the Lease of Property, Owner either *[Select one. The section not selected shall not be part of this Agreement.]* ☒ authorizes Broker to hold such security deposit in Broker's trust account and all interest earned on said account is the property of the Broker or ☐ agrees that Owner shall hold the security deposit in accordance with all Georgia Laws and shall be fully responsible for the same. If Broker is holding the security deposit of tenant on Property, which is being managed by Broker and the management agreement is terminated, Owner shall designate another real estate broker in Georgia to hold the security deposit and shall give notice to tenant and Broker of the same. Upon such notice being given, Broker shall within thirty (30) days thereafter transfer the security deposit to the newly designated Broker. Owner does hereby consent to such a transfer and agree that Broker shall thereafter be relieved of any and all responsibility and liability for the same. If Owner does not designate a new Broker to hold the security deposit within thirty (30) days of the date of termination of the management agreement with Broker, then Owner shall be obligated to pay Broker a monthly fee of $ N/A for each month thereafter during which Broker acts as the escrow agent with respect to the security deposit.

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4. **Charges.** Broker is hereby authorized to charge and collect from the tenant all rent, additional rent, late charges, fees for returned checks and credit reports and such other fees and charges as Broker may reasonably deem appropriate. Other than rent, which shall belong to Owner, these charges shall be the property of the party identified below:

A. Additional Rent	X	Owner		Broker
B. Late charges	75%	Owner	25%	Broker
C. Fees for Returned Checks		Owner	$60.00	Broker
D. Credit Reports		Owner	X	Broker
E. Witness and Production of Document Fees in Litigation		Owner		Broker
F. Other: NEW PROPERTY INTAKE FEE	$100.00	Owner	X	Broker

5. **Compensation.** Broker shall be compensated on the following basis:

A. Tenant Procurement: $_____ or 100 percent (%) of 1 month(s) rent.
B. For Management: $75.00 (MINIMUM) or 9 percent (%) of monthly rent.
C. Renewal Fee: $_____ or 10 percent (%) of ____ month(s) rent.
D. For Refinancing: $N/A.
E. For Modernization: $N/A plus _____ percent (%) of expenditures.
F. Restoration: $N/A plus _____ percent (%) of expenditures.
G. For Repairs: $N/A plus _____ percent (%) of expenditures.
H. For Sale: $_____ or 3 percent (%) of sale price.
I. Other: REPAIRS IN EXCESS OF $1,000 IS SUBJECT TO 10% BROKER COORDINATION FEE OF TOTAL COST.

6. **Receipt and Payment of Funds.**

A. Funds of Owner to be Deposited in Trust Account. Broker is hereby authorized to deposit all rent and other monies received on behalf of Owner in one or more trust accounts of Broker. The account(s) shall be maintained in a federally insured banking institution with offices in Georgia.

B. Broker's Right to Debit Trust Account. Owner hereby expressly authorizes Broker to deduct from Owner's funds in said trust account(s) amounts needed to pay the following expenses (collectively referred to as "Expenses"): (1) management fees, commissions and other amounts owing to Broker; (2) Broker's out-of-pocket expenses associated with managing the Property including, without limitation, copying costs, postage, mileage expenses at the IRS maximum rate, costs to conduct credit checks, costs associated with evicting tenants, etc.; (3) all costs to maintain, repair and improve the Property including emergency repairs to the extent approved in writing by Owner or to the extent the same have been approved elsewhere herein; (4) all amounts needed to pay utility bills for which Owner is responsible for under any lease of the Property; and (5) All amounts needed to pay for those items selected below (any items not selected shall not be the responsibility of Broker to pay).

☐ Mortgage payments (and any late fees or other charges)	☐ Property and Employees taxes	☐ Property Insurance
☐ Community association fees and dues	☐ _____	☐ _____
☒ N/A	☒ N/A	☐ _____

C. Owner to Maintain Minimum Required Amount in Trust Account. Owner agrees to maintain in Broker's trust account a minimum required balance of $300.00 so that Broker has sufficient funds to pay for the above-referenced Expenses. Upon notice from Broker, Owner agrees to immediately send funds to Broker whenever the balance in the trust account(s) is anticipated to have fallen below or has actually fallen below the minimum required balance because of pending or actual Expenses. The amount to be sent to Broker shall at least be sufficient to pay the actual or pending Expense(s) plus restore the minimum required balance in the trust account(s). Broker shall have the right but not the obligation to fund any deficit or shortfall from the minimum required balance in the trust account(s). If Broker funds such deficit or shortfall after not receiving payment of the required funds from Owner within 15 (fifteen) days of Broker's notice to Owner, Broker shall have the right to charge Owner an administrative fee of $15% OF BILL for each such occurrence where Broker has advanced funds on behalf of Owner without being timely repaid plus interest on the funds advanced in an amount of 10% per annum pro-rated for that portion of a year(s) that the funds remain unpaid. If Broker has Expenses that exceed Owner's funds in the escrow account(s), Broker may in its sole discretion pay all, some or a portion of the Expenses. Owner expressly consents to Broker paying from the funds being held by Broker in trust the commissions, fees, charges and out-of-pocket expenses of Broker it is owed before paying other Expenses hereunder. In the event Expenses of Owner exceed the funds of Owner in Broker's trust account, Broker, after paying all amounts owed to Broker, is authorized, in Broker's sole discretion, to pay the oldest Expenses owed by Owner first.

D. Trust Account Reporting. Broker shall provide Owner a detailed monthly accounting of funds (not later than 30 days after the end of each month) received and disbursed on Owner's behalf and shall remit to Owner the balance of such funds in excess of the minimum required balance, if any, remaining after Broker deducts and pays the Expenses referenced above.

E. Prepaid Rent. Any prepaid rent shall be deposited in Broker's trust account(s). However, such amounts will not be disbursed to Owner (less Expenses) until the same are due and owing to Owner.

F. Form 1099. Broker shall prepare and file on Owner's behalf all 1099 forms of the IRS required by law relative to Expenses paid by Broker.

G. Risk of Bank Failure. Owner acknowledges that the financial institution(s) into which the Broker places the funds of Owner are always at risk of failing. Owner hereby agrees to indemnify and hold Broker harmless from any and all claims, causes of action and damages arising out of or relating to any failure by such lending institution(s).

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7. **Sale of Property.** If Owner sells Property to a tenant (or to a spouse or roommate of such tenant or to any other entity controlled by any of these parties) obtained by Broker, either during the term of the lease or thereafter, Owner will pay Broker a commission of 3 percent (%) of the price for which Property is sold. Owner shall immediately give notice to Broker if and when: (a) Owner enter into a contract to sell Property; or (b) Owner closes on the sale of Property to another. This obligation shall survive the expiration or termination of this Agreement.

8. **Marketing.**
   A. **Advertisements:** Broker may advertise Property for lease in all media and reproduce and distribute images of Property in connection therewith. Owner agrees not to place any advertisements on Property or to advertise Property for lease in any media except with the prior written consent of Broker and reimburse Broker for any advertising expenses that are specifically directed by Owner to be incurred by Broker. Broker is hereby authorized to place Broker's "For Rent" sign on Property. Broker is authorized to procure tenants to lease Property in cooperation with other real estate brokers and their affiliated licensees and to share Broker's commission with any cooperating Broker who procures a tenant ready, willing and able to lease the Property by paying said cooperating Broker $ See Stip19 . Broker may distribute leasing information (including the rent to be paid) to them and other members of the multiple listing service(s), and said cooperating brokers and their licensees may with permission of Broker (which permission may be granted or denied in the sole discretion of Broker) republish such information in other media. Broker and other real estate brokers and their affiliated licensees may show the Property without first notifying Owner.
   B. **Lockboxes:** Owner does hereby authorize Broker to place a lockbox on the Property to be used in connection with the marketing, inspection and leasing of the Property by Broker, Broker's affiliated licensees, other real estate brokers and their affiliated licensees and others who may need access to the Property. There have been isolated instances of crimes occurring against property and persons where a key from the lockbox was alleged to have been used for a criminal purpose. In order to minimize the risk of such crimes occurring, Owner is encouraged to (a) remove all valuables or put them in a secure place, (b) not permit lockboxes on door handles that can be unscrewed from the outside or on other parts of the building from which a lockbox can be easily removed, (c) place a separately keyed or internally locking deadbolt lock on the door serviced by lockbox that is locked at all times when the occupant of the Property is present in the Property and (d) take any other measures Owner believes are appropriate to protect Owner's property and all persons occupying the Property.
   C. **Multiple Listing Service(s):** Broker agrees to file the listing with the following multiple listing service(s): GEORGIA MULTIPLE LISTING SERVICE. Owner acknowledges that the Service(s) is/are not a party to this Agreement and is/are not responsible for errors or omissions on the part of Owner or of Broker. Owner agrees to indemnify the Service(s) from and against any and all claims, liabilities, damages or losses arising out of or related to the listing and lease of the Property.

9. **Broker's Authority.** Owner agrees to be responsible for the expenses associated with and hereby gives Broker the authority to:
   A. advertise exclusively Property for rent and to display "for rent" signs thereon; to sign, renew and cancel leases for Property; to collect rents that become due and give receipts; to terminate tenancies and to sign and serve in the name of the Owner such notices as are appropriate; to sue in the name of the Owner and recover rents and other sums due; and when expedient, to settle, compromise, and release such actions or lawsuits or reinstate such tenancies.
   B. make, contract and/or supervise repairs, alterations, and/or decorations to Property; to purchase supplies and pay bills therefore; Broker agrees to secure the prior approval of the Owner on all expenditures estimated to be in excess of $ 300.00 for any one item, except monthly or recurring operating charges and/or emergency repairs in excess of the maximum, if in the opinion of the Broker such repairs are necessary to protect the Property from damage or to maintain services to the tenants as called for in their leases.
   C. hire, discharge and supervise all contractors and/or employees required for the operation and maintenance of Property; it being agreed that any employees hired shall be deemed employees of Owner and not Broker, and that Broker may perform any of its duties through Owner's attorneys, agents, or employees and shall not be responsible for their acts, defaults, or negligence if reasonable care has been exercised in their appointment and retention.
   D. make contracts for electricity, gas, fuel, water, telephone, window cleaning, trash or rubbish hauling and other services as Broker shall deem advisable; Owner shall assume the obligations of any contract so entered into prior to the termination of this Agreement.
   E. contract with others, including affiliates of broker, in-house staff or companies owned by Broker, to perform services including, but not limited to repairs, maintenance, accounting, data processing, record keeping, legal fees and court costs. Any such arrangement with affiliates or companies owned by Broker will be on terms fair and reasonable to Owner and no less favorable than could reasonably be realized with unaffiliated persons or companies. Owner is hereby aware that Broker may deduct these expenses from the monies coming to Broker that are due to Owner.
   F. institute and prosecute legal actions and proceedings in Owner's name and behalf, terminate leases for cause, remove tenants from Property, recover from damage to Property, and for such purposes, Broker may employ attorneys and incur court costs and litigation costs at Owner's expense for any and all of these things. Broker, at its discretion, is also authorized to settle or compromise any such legal actions or proceedings.

10. **Limits on Broker's Authority and Responsibility.** Owner acknowledges and agrees that Broker:
   A. may show other properties to prospective tenants who are interested in Owner's Property;
   B. shall not be responsible to advise Owner on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of Property; the condition of Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of Property; any condition(s) existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses and zoning of Property whether permitted or proposed. Owner acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Owner should seek independent expert advice relative thereto. Owner acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and that such tasks clearly fall outside the scope of real estate brokerage services;

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C. shall owe no duties to Owner nor have any authority to act on behalf of Owner other than what is set forth in this Agreement;
D. shall make all disclosures required by law;
E. may disclose all information about Property to others; and
F. shall, under no circumstances, have any liability greater than the amount of the real estate commission paid hereunder to Broker (excluding any commission amount paid to a cooperating real estate broker, if any) or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars.

11. Disclosures.
A. Broker agrees to keep confidential all information which Owner asks to be kept confidential by express request or instruction unless the Owner permits such disclosure by subsequent word or conduct or such disclosure is required by law. Owner acknowledges, however, that tenant and tenant's broker may possibly not treat any offer made by Owner (including its existence, terms and conditions) as confidential unless those parties have entered into a confidentiality agreement with Owner.
B. Broker may not knowingly give customers false information.
C. In the event of a conflict between Broker's duty not to give customers false information and the duty to keep the confidences of Owner, the duty not to give customers false information shall prevail.
D. Unless specified below, Broker has no other known agency relationships with other parties that would conflict with any interests of Owner (except that Broker may represent other buyers, sellers, landlords, and tenants in buying, selling or leasing property).
E. Broker may provide assistance to prospective tenants and buyers without violating any duties to Owner.
F. Broker may show alternative properties to tenants and buyers and provide information to same.

12. Broker's Policy on Agency. Unless Broker indicates below that Broker is not offering a specific agency relationship, the types of agency relationships offered by Broker are seller agency, buyer agency, designated agency, dual agency, owner agency, and tenant agency. The agency relationship(s), if any, not offered by Broker include the following: N/ A

13. Dual Agency Disclosure. *[Applicable only if Broker's agency policy is to practice dual agency]* If Owner and a prospective tenant are both being represented by the same Broker, Owner is aware that Broker is acting as a dual agent in this transaction and consents to the same. Owner has been advised that:
A. In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
B. Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law;
C. Owner does not have to consent to dual agency and, the consent of Owner to dual agency has been given voluntarily and Owner has read and understands the brokerage engagement agreement.
D. Notwithstanding any provision to the contrary contained herein, Owner hereby directs Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information, which could materially and adversely affect Owner's negotiating position.
E. Broker or Broker's affiliated licensees will timely disclose to each client the nature of any material relationship with other clients other than that incidental to the transaction. A material relationship shall mean any actually known personal, familial, or business relationship between Broker and a client, which would impair the ability of Broker to exercise fair and independent judgment relative to another client. The other party whom broker may represent in the event of dual agency may or may not be identified at the time a tenant enters into this Agreement. If any party is identified after the Agreement and has a material relationship with Broker, then Broker shall timely provide to Owner a disclosure of the nature of such relationship.

14. Designated Agency Disclosure. *[Applicable only if Broker's agency policy is to practice designated agency.]* Owner hereby consents to Broker acting in a designated agency capacity in transactions in which Broker is representing Owner and a prospective tenant. With designated agency, Broker assigns one or more of its affiliated licensees exclusively to represent Owner and one or more of its other affiliated licensees exclusively to represent the prospective tenant.

15. Independent Contractor Relationship. This Agreement shall create an independent contractor relationship between Broker and Owner. Broker shall at no time be considered an employee of Owner. If there is an affiliated licensee of Broker directly assisting Broker in marketing and selling the Property, said licensee shall be an:
[Select all which apply. Any section not selected shall not be a part of this Agreement.]

☒ Independent contractor of Broker

☒ Employee of Broker

16. Owner's Responsibility.
A. Owner certifies that unless provided otherwise herein, all systems and furnished appliances are in good working order and repair. Owner certifies that Property is in good and habitable condition and Owner, will at all times, be responsible for the maintenance of Property in: (1) a good habitable condition; and (2) compliance with all applicable laws, ordinances and regulations of all government authorities. Upon the execution of this agreement, Owner will provide to Broker two sets of keys for Property and ensure that Property is clean and the grounds are in good condition.
B. Owner shall maintain adequate fire and extended coverage insurance on Property, and will, at all times, maintain landlord's liability insurance for Owner and will cause Broker to be named as additional insured under such liability insurance. Owner will provide Broker with evidence of such insurance coverage prior to date of occupancy by tenant and thereafter, within seven (7) days of Broker requesting the same. Owner further certifies to Broker that Owner is unaware of any environmental contamination, or hazardous, toxic, dangerous or unsafe conditions or products on or in Property.

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C. To keep all mortgage obligations, property taxes, association fees, or any other obligations which could lead to a foreclosure action against the property current and paid in full as required. Should Broker be notified that a foreclosure action has been initiated against the subject property then Owner authorizes Broker to freeze all of the Owner's funds related to that property and Broker will make no further disbursement to Owner. Owner will have thirty (30) days to correct and make current the obligation that initiated the foreclosure action. Should Owner fail to make current the obligation, and thereby stop the foreclosure action, Owner authorizes Broker to refund the security deposit to the Tenant and to deduct from Owner's funds on hand with Broker all amounts due to broker or Tenant including, but not limited to, any refund to tenant of prorated rent or expenses and all of the management fees that would be due to Broker through the end of the current lease term. Owner and Broker agree that the tenant is not a third party beneficiary and nothing in this paragraph shall limit Broker's other legal remedies to collect from Owner any unpaid fees due to Broker.

17. **Owner's Property Disclosure Statement.** Owner' Property Disclosure Statement ☒ is **OR** ☐ is not attached to this Agreement. If Owner's Property Disclosure Statement is attached hereto. Broker is authorized to provide a copy thereof to prospective tenants. Owner shall review and update Owner's Property Disclosure Statement so that the Tenant is fully aware of the then current conditions affecting the Property prior to signing a Lease.

18. **Emergency Repairs.** Broker is authorized to make emergency repairs to Property as Broker reasonably believes to be necessary to protect Property from damage or to maintain services to a tenant for which a lease provides. Owner has paid to and will maintain with Broker the sum of $ 300.00 as a deposit for the cost of emergency repairs, but expenditures for repairs are not limited to that amount if for reasons of necessity Broker must spend more. Owner acknowledges that the cost of making emergency repairs may be significantly higher than the cost of making repairs on a non-emergency basis. Owner understands that Broker is under no duty to make expenditures in excess of the amount of the deposit. The deposit money shall be deposited in Broker's escrow account with Broker retaining the interest if the account is interest-bearing. In the event any check is not honored, for any reason, by the bank upon which it is drawn, Owner shall deliver good funds to Broker within three banking days of receipt of notice. In the event Owner does not timely deliver good funds, Broker, in his sole discretion, shall have the right to terminate this Agreement by giving written notice to Owner. Owner shall promptly reimburse Broker for the cost of all emergency repairs which Broker pays for or for which Broker is obligated. Owner acknowledges and agrees that any need for repairs noted by a housing code inspector or for which a housing code inspector has warned Owner and/or Broker that a citation will be issued if not repaired or for which Owner and/or Broker has received a citation may be treated by Broker as an emergency need for repairs for which Broker is hereby authorized to immediately correct.

19. **Notice of Propensity of Flooding.** In accordance with O.C.G.A. § 44-7-20, Owner hereby certifies to Broker the following: some portion or all of the living space or attachment thereto on Property has ☐ **OR** has not ☐ been flooded at least three times within the last 5 (five) years immediately preceding the execution of this Management Agreement. Flooding is defined as the inundation of a portion of the living space caused by an increased water level in an established water source such as a river, stream, or drainage ditch, or as a ponding of water at or near the point where heavy or excessive rain fell.

20. **Credit Report Disclosure.** Owner understands and agrees that all credit report information provided to Broker from Tenant or Credit reporting agency is strictly confidential and is the sole property of Broker and Broker has no duties to provide said information to Owner unless written permission is granted by Tenant.

21. **Assignment.** This Agreement may be assigned by Broker to another real estate broker licensed in the State of Georgia upon notice to Owner. Any assignee shall fulfill all the terms and conditions of this Agreement.

22. **Lead-Based Paint.** If any part of a dwelling located on Property was built before 1978 or if Owner does not know when the property was built, Owner agrees to provide the following to broker for review prior to entering into this agreement.
A. a written disclosure by Owner of the presence of known lead-based paint and/or lead-based paint hazards, if any, in the dwelling.

23. **Time of Essence.** Time is of the essence of this Agreement.

24. **Terminology.** As the context may require in this Agreement, the singular shall mean the plural and vice versa and all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.

25. **Indemnity.** Owner agrees to hold Broker harmless from all injuries, damages, suits and claims arising out of or in connection with the leasing and management of Property and to carry, at Owner's own expense, necessary public liability and worker's compensation insurance adequate to protect the interest of the parties hereto, which policies shall be written to protect Broker in the same manner and to the same extent they protect the Owner, and will name the Broker as additional insured. Broker shall not be liable for any error of judgment or for any mistake, fact of law or for anything which Broker may do or refrain from doing hereinafter, except in cases of intentional wrongdoing or misconduct. Notwithstanding any other provisions to the contrary, Broker shall under no circumstances have any liability greater than the compensation actually paid to Broker hereunder including commissions. Owner acknowledges that there is a risk of damage to or theft of any personal property Owner leaves in or on Property and Owner does hereby release Broker with regard to the same. For the purpose of this section, the term "Broker" shall specifically include Broker and Broker's affiliated licensees and employees.

26. **Nondiscrimination.** Owner and Broker hereby agree to fully comply with all state and federal fair housing laws and regulations and shall not unlawfully discriminate on the basis of race, color, creed, national origin, sex, age, handicap, or familial status.

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27. **No Imputed Knowledge.** Owner acknowledges and agrees that with regard to any property in which Owner intends to rent, there shall be no knowledge imputed between Broker and Broker's licensees or between the different licensees of Broker. Broker and each of Broker's licensees shall be deemed to have only actual knowledge of such properties.

28. **Governing Law.** This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia.

29. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of Owner. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence.

30. **Responsibility to Cooperate.** All parties agree to take all actions and do all things reasonably necessary to fulfill in good faith and in a timely manner the terms and conditions of this Agreement.

31. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or reference herein are made a part of this Agreement. If any such exhibit or addenda conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addenda shall control.

32. **GAR Forms.** The Georgia Association of REALTORS®, Inc. ("GAR") makes certain standard real estate forms available to its members. These GAR forms are frequently provided to the parties in real estate transactions by the REALTORS® with whom they are working. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

33. **Notices.**
   A. **Communications Regarding Real Estate Transactions.** Client acknowledges that many communications and notices in real estate transactions are of a time sensitive nature and that the failure to be available to receive such notices and communications can have adverse legal, business and financial consequences. During the term of this Agreement, Client agrees to remain reasonably available to receive communications from Broker.
   B. **Notices between Broker and Client Regarding this Agreement.** Client and Broker agree that communications and notices between them regarding the terms of this Agreement (and excluding real estate transactions with which the parties may be involved) shall be in writing, signed by the party giving the notice, and may be delivered in person or to any address, e-mail address and/or facsimile number to the person to whom the communication or notice is being given specifically set forth in this Agreement. It is the intent of the parties that those means of transmitting notices for which a party has not provided an address or number shall not be used for receiving notices and communications. For example, if a party has not provided an e-mail address in this Agreement, it shall mean that the party is not accepting notices or communications sent by this means.
   C. **Client Contact Information.**
   The contact information of Client(s) is set forth below:

_____ Business Telephone: _____
Client Name
_____ Home Telephone: _____
Address for Receiving Notice
_____ Cell Phone: _____
_____ Facsimile Number: _____
_____ E-mail Address: _____

_____ Business Telephone: _____
Client Name
_____ Home Telephone: _____
Address for Receiving Notice
_____ Cell Phone: _____
_____ Facsimile Number: _____
_____ E-mail Address: _____

Client agrees to immediately update Broker of any changes to the above referenced information.

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SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

1. Termination. If the Property is not under a leaseŽ, Owner or Broker may terminate this Agreement without causeŽ with five (5) days written notice. If the Property is under a leaseŽ, Owner may terminate Broker without causeŽ provided the following conditions are satisfied: 1) Owner shall first give Broker thirty (30) days written notice; 2) Owner shall pay to Broker, prior to termination, a sum equal to the commissions due for the remainder of the (30) days written notice; 3) Owner shall indemnify Broker from any and all claims by Tenant pertaining to the security deposit, move-out inspection, and any and all other claims made by Tenant against Broker that pertain to post-termination issues.

a. Owner may terminate this Agreement for causeŽ if Broker fails to pay any sum payable under this Agreement when due or fails to perform or comply with any of its obligations hereunder at the time or times in the manner required under this Agreement, provided, that Owner must first give Broker thirty (30) days written notice of any such default or breach and allow Broker an opportunity to cure. Should Broker fail to cure any such default or breach with due diligence within thirty (30) days from receipt of written notice, Owner may terminate this Agreement for cause and without penalty.Ž

b. This agreement shall automatically terminate upon the sale of the property or other transfer of title.

c. Broker may terminate Owner for any reason provided Broker gives Owner thirty (30) days written notice, transfers to Owner Tenant's security Deposit and lease documents executed by the current Tenant, and notifies Tenant in writing of Owners address and phone number.

d. The termination of this Agreement shall not prejudice the rights of either party against the other for any default or breach of this Agreement. The rights and remedies herein granted are cumulative and in addition to the rights and remedies provided by law; the exercise of either party of one or more rights or remedies shall not impair its right to exercise the other right or remedy.

e. If either party terminates this Agreement, Owner shall pay a $35 "termination fee" to compensate Broker for preparation of "exit" file including keys, lease(s), tenant ledger(s), and other documents as necessary, and conveyance of same to Owner or Owner's representative.

(Special Stipulations are continued on 2 additional pages)

Additional Special Stipulations are ☐ or are ☐ not attached.

BY SIGNING THIS AGREEMENT, OWNER ACKNOWLEDGES THAT: (1) OWNER HAS READ ALL PROVISIONS MADE HEREIN; (2) OWNER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) OWNER IS NOT SUBJECT TO A CURRENT LEASING/MANAGEMENT AGREEMENT WITH ANY OTHER BROKER.

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY OWNER.

The above Agreement is hereby accepted, _____ o'clock _____.m., on the date of _____.

ATLANTA PEACH MANAGEMENT & REALTY
Broker

Address: P.O. BOX 1864

CONYERS GA 30012

APRM01 H-58316
MLS Office Code Brokerage Firm License Number

Broker's Phone# 678-625-9323 & FAX# 678-954-8035

By: _____
Broker or Broker's Affiliated Licensee

RAY L WILSON
Print or Type Name

246244
Agent's Georgia Real Estate License Number

Email Address: info@atlantapeachhomes.com

Member of: East Metro Board of REALTORS®

_____
Owner's Signature

_____
Print or Type Name

_____
Owner's Signature

_____
Print or Type Name

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