



## Exclusive Listing Agreement to Lease Without Management

This Exclusive Leasing Agreement (hereinafter "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. By and between \_\_\_\_\_ ("Owner") and BHHS Georgia Properties ("Agent").

### WITNESSETH:

Owner employs Agent to lease and manage a certain property located at: \_\_\_\_\_  
City: \_\_\_\_\_, Zip: \_\_\_\_\_ County: \_\_\_\_\_ (herein "Property") \_\_\_\_\_ (Subdivision), upon the terms and conditions set forth below and Agent agrees to accept such employment.

- 1. Exclusive Agent; Term.** Agent shall have the exclusive right, for a minimum of one ninety (90) days from the date of this Agreement, to lease the Property, and Agent shall continue to have such right thereafter unless either party terminates this Agreement Upon fifteen (15) days prior written notice. If this Agreement is terminated by the Owner, Agent shall provide Owner, within fifteen (15) days after receipt of said notice, a list of persons whom Agent has discussed this Property. Should Owner lease said Property, within ninety (90) days from date of termination, or expiration, to one of the parties on said list, Owner shall pay the commission specified herein.
- 2. Leases.** Owner shall accept and sign a lease of a Property which Agent obtains if it is for a term of no less than twelve (12) months (or a term subsequently authorized by Owner) at a monthly rental rate as approved by Owner. Any such lease will be in writing on the Agent's standard lease form.
- 3. Non-Discrimination.** Owner understands that in leasing the Property, both Agent and Owner must fully comply with all laws and regulations, which prohibit discrimination on the basis or race, color, creed, national origin, sex or handicap.
- 4. Leasing Commissions.** When Agent procedure a tenant for Owner, Owner will pay Agent a sum equal to one (1) full month's rent as a commission payable from the proceeds of the first rent paid by the tenant of as set forth in paragraph #2 herein. Resident shall pay their first rent directly to Agent, and Owner agrees to accept that payment as tenant's first rent. Said leasing commissions shall be owned to Agent if tenant is approved by Agent within the Parameters Authorized by the owner in this Agreement during the period of this exclusive agency.
- 5. Condition of Property.** Owner certifies that all heating, cooling, plumbing, electrical systems and appliances are in working condition. Owner certifies that the house is in good habitable condition now and Owner shall at all times, while this Agreement is in effect, be responsible for the maintenance of the Property in a good and habitable condition, and in compliance with all applicable laws, ordinances and regulations of all government authorities. Owner certifies that the roof does not leak and that water does not enter living or basement areas from rain or other subterranean sources. Owner shall ensure that the house is clean, free of pests and the grounds are in good condition at the time Agent obtains a Tenant for Owner. Upon the execution of this Agreement Owner shall provide Agent with keys for the Property, a Flood Disclosure and Lead Based Paint Disclosure..
- 6. Sales of Property.** If Owner sells the Property to a tenant, tenant prospect or sale prospect (or spouse) located through Agent's efforts, either during the term of this lease or for six (6) months after lease terminates, Owner shall pay Agent a real estate commission of seven (7%) percent of the price at which the Property is sold as compensation for Agent's service for having procured the Purchaser.
- 7. Advertising.** Agent may, at the Agent's expense, advertise the Property in whatsoever manner the Agent may fee appropriate. Agent shall provide no accounting to Owner for advertising as Agent intends to use many different sources and methods to promote said Property, some of which will be generic in nature. Ads run with owner's authorization specifically promoting Property will be paid by Owner.

8. **Indemnity.** Owner shall indemnify Agent and hold it harmless from any and all claims, demands, rights of action, judgments, expenses (including attorney's fees and court costs) and other liability arising from Agent's performance in good faith under this Agreement.
9. **Management.** Owner understands that when Agent obtains a Tenant for Owner, Owner shall handle the security deposit, as is required by Georgia Law, for that Owner, complete a move-in/move-out inspection with the Tenant, collect all rents due, initiates legal proceedings if necessary for eviction, handle maintenance requests and manage the Property to ensure the Tenant's quiet enjoyment of the Property during their tenancy.
10. **Notices.** All notices or other communications required to be given under this Agreement, otherwise necessary to be given, shall be deemed to have been properly given to Owner at the address shown below its signature, and to Agent at 863 Holcomb Bridge Rd., Roswell, GA 30076. Either party may change address for receiving such notices by giving the other party ten (10) days' prior written notice of any such change. All notices shall be in writing and personally delivered or sent by certified mail, return receipt requested. Personal notice shall be effective upon delivery and mailed notice shall be effective three (3) days after the date of mailing.
11. **Property Information.** Owner warrants the information with respect to the Property as set forth in this Agreement (or attached Property description) is true and correct and the Owner has fully revealed to Agent all pertinent information with respect to the Property and its physical condition, and Agent is authorized to convey said information to prospective applicants. Owner acknowledges that Agent intends to rely upon the accuracy of the information furnished by Owner and Owner agrees to hold Agent harmless from any costs, expenses or damages incurred by Agent as a result of Owner withholding any information from Agent harmless from any costs, expenses or damage incurred by Agent as a result of Owner withholding any information from agent which is relevant or necessary to properly and legally represent the Property. **Homeowners Association:** should the property be governed by Covenants, Rules & Regulations, owner agrees to keep all fees upto date and certifies by the signing of this agreement that he/she has obtained permission from the HOA to lease this property. If owner does not comply with payment of fees, BHHS Georgia Properties may opt to pay HOA fees at owner's expense and without permission from the owner. Owner releases BHHS Georgia Properties from any legal disputes arising from owner's failure to obtain proper permission to lease this property.
12. **Lockbox and Signs.** Owner hereby gives Agent the authorization to install a sign and lockbox on the subject Property until the termination of this Agreement.
13. **Lease Execution.** Owner acknowledges that he has read the terms of the "Residential Rental Agreement Without Management" attached hereto as "Exhibit A" and agrees to execute said lease provided the terms set forth in paragraph #2 of this agreement (or subsequent changes authorized by Owner), are satisfied.
14. **Authorization.** Owner warrants that they have legal title or appropriate legal authorization to lease said Property and enter into this Agreement.
15. **Acknowledgement.** The undersigned Owner acknowledges by his signature below that: (1) They have carefully read this Agreement; (2) They have approved the figures and stipulation contained herein; (3) They understand the contents of this Agreement and have sought such independent legal counsel as they so desire.
16. **Owner Cooperation.** Owner's full assistance and cooperation with Agent in leasing said Property is expected and in no ways reduces, minimizes or removes Owner's obligation to pay fees outlined herein.
17. **Terminology.** Singular pronouns in this Agreement shall be deemed to include the plural.
18. **Signatures/Faxes.** Owner and Agent agree that this Agreement can be signed by duplicate originals. Faxed signatures are deemed originals.
19. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefits of all undersigned parties, as well as their respective heirs, successors and assigns.
20. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and no oral statements or representations shall be binding on either party. Any change in this Agreement shall be in writing signed by both parties.
21. **Independent Contractor.** It is understood that, in leasing the Property, Agent is an independent contractor and is not acting as Agent, partner, joint venture, or lessee or Owner and nothing herein shall be construed as reserving to Owner the right to control Agent's business or operations or the manner in which the same shall be conducted.
22. **Special Stipulations.** The following special stipulations are a part of this Agreement and, if in conflict with any of the foregoing, they shall control:

**THIS COMPLETED CONTRACT MUST INCLUDE THE PROPERTY FEATURES FORM, THE PAINT/FLOOD DISCLOSURE AND THE ADDITIONAL INSURED AGREEMENT 0 THIS CONTRACT WILL NOT BE PROCESSED WITHOUT THESE THREE FORMS COMPLETED IN THEIR ENTIRETY.**

**AVAILABLE DATE:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
**Property Owner Signature**

\_\_\_\_\_  
**Mailing Address**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**City State Zip**

\_\_\_\_\_  
**Social Security Number \* (Required)**

\_\_\_\_\_  
**Home Phone**

\_\_\_\_\_  
**Co-Owner Signature**

\_\_\_\_\_  
**Cell Phone**

\_\_\_\_\_  
**Office Phone**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Cell Phone**

\_\_\_\_\_  
**Office Phone**

\_\_\_\_\_  
**Social Security Number \* (Required)**

\_\_\_\_\_  
**Email Address**

**BERKSHIRE HATHAWAY HOMESERVICES | Georgia Properties by:** \_\_\_\_\_

**BHHS Georgia Properties (GA R.E. Lic H31404  
Property Management Division  
863 Holcomb Bridge Rd.  
Roswell, GA 30076  
Phone: 678-352-3310 Fax: 770-992-4101**