

RETAINER FEE AGREEMENT
("Agreement")
Exhibit " _____ "



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This Agreement is made effective _____ ("Effective Date") by and between _____ ("Client") and _____ ("Broker") as Client desires to have services provided by Broker.

Whereas Client and Broker have entered into a separate brokerage engagement agreement ("Agency Agreement"), which is incorporated herein by reference, for the purchase and/or sale of real property:

1. Beginning on the Start Date of the Agency Agreement, Broker shall provide real estate brokerage services ("Services") which are reasonably necessary to fulfill Broker's obligations.
2. Client will pay a retainer to Broker for the Services in the amount of \$ _____. This fee shall be payable in advance upon signing this Agreement. This retainer is non-refundable and shall be held in the Broker's Trust Account until:
 - Client closes on real property utilizing the Services of Broker in accordance with the Agency Agreement;
 - End Date of Agency Agreement;
 - Mutual termination of the Agency Agreement by the parties.
3. Client maintains control of all decisions and should seek additional professional advice on specific issues outside of the Broker's expertise.
4. Broker cannot control future events and therefore cannot be responsible for outcomes related to Client or Broker's performance.

Client's Initials

Broker's Initials

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH _____ IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.