

AUTHORIZATION TO SHOW UNLISTED PROPERTY

Seller is CUSTOMER



2020 Printing

1. In consideration of the services and efforts of _____, a licensed real estate broker (hereinafter "Broker"), the undersigned owner (hereinafter "Owner") hereby grants to Broker the right and privilege to show and offer for sale and/or lease to one or more prospective buyers/tenants, from the date of _____, to the date of _____ (hereinafter "Authorization Period"), the property located at _____ Georgia _____ TAXID/PIN # _____ and described in the Legal Description Paragraph below.

2. **Legal Description.** The full legal description of the Property is:
[Select A, B, C or D 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.
- D. described below if Property is a condominium unit and a full unit legal description is to be used:
Unit _____ of _____ Condominium ("Condominium"), located in Land Lot _____ of the _____ District of _____ County, Georgia, together with its percentage of undivided interest in the common elements of the Condominium, and its interest in the limited common elements assigned to the unit ("Unit"). The Condominium was created pursuant to the Declaration of Condominium for any Condominium ("Declaration"), recorded in Deed Book _____, Page _____, et seq., _____ County, Georgia records ("Declaration"), and shown and delineated on the plat of survey filed in Condominium Plat Book _____, Page _____, _____ County, Georgia records, and on the floor plans filed in Condominium Floor Plan Book _____, Page _____, _____ County, Georgia records.

3. **Sales Price/Rental Rate.** Broker may quote a sales price of \$ _____ and/or a rental rate of \$ _____ per month for an initial term of _____ for Property (which amount includes the real estate commission) the terms of which are more fully set forth in the commission paragraph below.

4. **Prospective Buyers/Tenants.** Broker hereby identifies known prospective buyers as _____ and known prospective tenants _____. Broker will identify other prospective buyers and tenants, if any, to whom Broker has shown Property at or before expiration of Authorization Period by Addendum to this Agreement.

5. **Fair Housing Disclosure.** Owner acknowledges that Broker is committed to providing equal housing opportunities to all persons and that Owner and Broker are obligated to comply with state and federal fair housing laws in selling the Property. Owner and Broker agree not to discriminate in the sale or lease of the Property on the basis of race, color, religion, national origin, sex, familial status, disability, sexual orientation or gender identity.

6. **Commission.**
A. In the event that during the term of this Agreement Broker, pursuant to the above authorization procures a buyer and/or tenant, ready, willing, and able to purchase or lease the Property at the price or rental rate described above or any other price acceptable to Owner; Owner agrees to pay Broker at closing the following commission:

- [The sections not marked shall not be a part of this Agreement.]
- (1) **Commission for Selling Property:**
 - _____ percent (%) of the sales price;
 - \$ _____;
 - (Other) _____.
 - (2) **Commission for Leasing Property:** [The sections not marked shall not be a part of this Agreement.]
 - \$ _____ or _____% of the total rent paid during the initial term of the Lease which amount shall be paid upon Owner's receipt of the first month's rent;
 - \$ _____ or _____% of the total rent to be paid for each renewal or extension term which amount shall be paid upon Owner's receipt of the first month's rent for such term.

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.

B Protected Period: If Owner during the Protected Period, as that term is hereinafter defined, sells or contracts to sell, exchange or leases Property (pursuant to an authorization above) to any buyer or tenant who made an offer on, was introduced to, visited, received information on, inquired about, or otherwise learned of the Property during the term of this Agreement, as a result of the efforts of the Broker, then Owner shall pay the commission referenced above to Broker at the closing of the sale, exchange, lease of Property to said buyer or tenant. The term "Protected Period" shall refer to the _____ day period following the earlier of either: (a) the expiration of this Agreement; or (b) the date that the Agreement is terminated upon the mutual, written consent of the Broker and Owner. If this Agreement is terminated by Owner without the express, written consent of Broker, the Protected Period shall be the time period referenced above plus the number of days that remained on the term of this Agreement at the time it was terminated early without the express, written consent of Broker. In such event, the Protected Period shall commence on the date this Agreement was terminated early without the express written consent of Broker. For the purposes of this Agreement, the terms "buyer" and "tenant" shall include, respectively, buyer, tenant, all members of the buyer's and tenant's immediate family, any legal entity in which buyer, tenant or any member of buyer's or tenant's immediate family owns or controls, directly or indirectly, more than ten percent (10%) of the shares or interests therein, and any third party who is acting under the direction or control of any of the above parties. Notwithstanding the above, no listing commission shall be paid to Broker if this Agreement has either expired or been terminated upon the mutual, written consent of Broker and Owner and the Property is sold or contracted to be sold to a prospective buyer or tenant by or through another licensed broker with whom Owner has signed an exclusive right to sell listing agreement. The commission rights and obligations set forth herein shall survive the termination or expiration of this Agreement.

7. 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

8. Arbitration. All claims arising out of or relating to this Agreement and the alleged acts or omissions of any or all the parties hereunder shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et. seq. and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award. All claims shall be brought by a party in his or her individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding anything to the contrary contained herein, this agreement to arbitrate shall not apply to: (1) any claim regarding the handling and disbursement of earnest money; and (2) any claim of Broker regarding the entitlement to or the non-payment of a real estate commission hereunder.

9. LIMIT ON BROKER'S LIABILITY. OWNER ACKNOWLEDGES THAT BROKER:

- A. 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 \$100; AND**
B. NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.

10. Statute of Limitations. All claims of any nature whatsoever against the Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.

11. Referrals. Owner hereby authorizes Broker to refer Owner to another real estate licensee or broker for brokerage or relocation services not related to the sale of the Property. Owner acknowledges and agrees that Broker may receive a valuable consideration for the referral.

12. Hazardous Conditions on Property. Seller acknowledges that Seller owes a duty of reasonable care to keep the Property safe for prospective buyers, tenants and their agents who to view and inspect the Property. Among other things, this includes a duty to warn such invitees of dangerous conditions that would not be obvious to an invitee. Sellers are encouraged to inspect the Property for hazardous conditions and correct and eliminate all such conditions. Seller agrees to indemnify and hold Broker harmless from and against any and all claims, causes of action, suits, and damages arising out of or relating to a person or persons being injured or harmed while on the Property.

13. No Brokerage Relationship Between Seller and Broker. This Agreement shall not be construed to create a brokerage engagement between Owner and Broker, but is, rather, limited to Owner's permission given to Broker to show the above Property to prospective buyer(s) and/or tenants, pursuant to the above authorization, in exchange for compensation to Broker as set forth above. The parties understand and agree that Owner is Broker's customer, and that, as such, Broker may perform ministerial acts for Owner. It is understood that this Agreement in no way prohibits Owner from selling or leasing Property directly to a buyer or tenant other than prospective buyer(s) and tenant(s) listed above or subsequently provided by Broker to Owner. Owner shall retain the right to enter into a listing agreement concerning Property with any other real estate broker.

14. Owner Representations. Owner represents that Owner:

- A. presently has title to Property or has full authority to enter into this Agreement; and
- B. will cooperate with Broker to show and sell Property to prospective buyer(s).

15. 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.

16. Time of Essence. Time is of the essence of this Agreement.

17. WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD. Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

18. Receipt by Owner of Consumer Protection Brochures. Brochures referenced herein are prepared courtesy of the Georgia Association of REALTORS®. The recommendations are general in nature and are not intended to be exhaustive. Some of the recommendations may not apply to specific properties. Owners are encouraged to consult with experts and professionals of their own choosing to ensure that they are protected.

The following Brochures and/or Exhibits have been received by the Owner(s): (Check all that apply. Any box not checked means the Owner(s) has not received that brochure or other consumer information)

- GAR CB10 – Protect Yourself When Selling a House
- GAR CB28 – What Buyers and Sellers Should Know About Short Sales and Distressed Properties
- GAR F316 – Lead-Based Paint Exhibit

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

Additional Special Stipulations are attached.

BY SIGNING THIS AGREEMENT, OWNER ACKNOWLEDGES THAT: (1) OWNER HAS READ ALL PROVISIONS AND DISCLOSURES 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 EXCLUSIVE LISTING AGREEMENT WITH ANY OTHER BROKER.

OWNER'S ACCEPTANCE AND CONTACT INFORMATION

1 Owner's Signature

Print or Type Name _____ Date _____

Owner's Address for Receiving Notice _____

Owner's Phone Number: Cell Home Work

Owner's E-mail Address _____

Additional Signature Page (F146) is attached.

2 Owner's Signature

Print or Type Name _____ Date _____

Owner's Address for Receiving Notice _____

Owner's Phone Number: Cell Home Work

Owner's E-mail Address _____

BROKER / BROKER'S AFFILIATED LICENSEE CONTACT INFORMATION

Broker _____ MLS Office Code _____ Brokerage Firm License Number _____

Broker/Affiliated Licensee Signature _____ Date _____ Broker's Phone Number _____ Fax Number _____

Print or Type Name _____ GA Real Estate License # _____ Broker's Address _____

Licensee's Phone Number _____ Fax Number _____

Licensee's E-mail Address _____

REALTOR® Membership _____

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 _____.