

FICKLING
& Company Real Estate Services

151 S. Houston Lake Blvd.
 Warner Robins, GA 31088

**BROKERAGE ENGAGEMENT
 EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT**

**READ IMPORTANT DISCLOSURES
 ON REVERSE SIDE**

In consideration of the undersigned Broker's agreement to act as a limited agent for and on behalf of the undersigned Seller or legal representative thereof (hereinafter referred to as "Seller") to use Broker's efforts to sell the property within the terms of this agreement, I, the undersigned Seller, do hereby authorize and grant to Broker the exclusive right from the ____ day of _____ 20____, until 12 o'clock midnight the ____ day of _____, 20____ (hereinafter referred to as the "Expiration Date"), to sell or exchange the property described below at a price of \$_____, or such price or terms to which Seller may consent.

Seller agrees to pay to Broker a sales commission of _____, at closing, in the event that during the term of this agreement: (1) Broker procures a person ready, willing and able to purchase the property at the price described above; or (2) Seller enters into an enforceable contract for the sale or exchange of the property with any buyer, without exclusion as to any buyer, whether by or through the efforts of Broker or any other person, including Seller. IT IS UNDERSTOOD AND AGREED BY SELLER THAT THIS IS AN EXCLUSIVE RIGHT TO SELL AND THAT EVEN IF SELLER, DURING THE TERM OF THIS AGREEMENT, OR ANY EXTENSION HEREOF, SELL THE PROPERTY, THE BROKER SHALL BE ENTITLED TO A COMMISSION AT THE RATE SPECIFIED HEREIN. Seller acknowledges and agrees that Broker may cooperate with another broker or compensate another broker, and that any commission hereunder may be disbursed or allocated in the sole discretion of Broker and may be allocated to other brokers who may or may not represent other parties to the transaction. The commission payable for the sale, lease or management of the property are not set in any manner other than between Broker and Seller. Broker agrees to use his or her best efforts to procure a person ready, willing and able to purchase the property at the price and on the terms specified herein. Seller agrees to refer all inquiries concerning the sale of the property to Broker during the term hereof. Seller agrees to pay to Broker such commission, if within 90 days after termination of this agreement, the property is sold, exchanged or conveyed to any person to whom the property had been submitted during the term of this agreement.

Broker is hereby authorized by Seller to advertise the property for sale during this agreement or any extension hereof, to place Broker's "FOR SALE" sign on the property, to remove all other "FOR SALE" signs, to place a lockbox with house key on the property, and to photograph and/or videotape the property and use such photographs and/or videotape in promoting the sale. Seller acknowledges that Broker is a member of MLS. Seller agrees that members of MLS and other brokers may act in association with Broker in procuring or attempting to procure a buyer, and authorizes Broker to distribute listing and sales information to other members of MLS and the public, and 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.

Seller warrants that Seller has title to the property described herein and/or has full authority to enter into this agreement; that the information with respect to the property as set out in this agreement is true and correct and that Seller has fully revealed to Broker all pertinent information with respect to the property, including defects therein, if any, and that a Broker is authorized to convey all such information to prospective buyers.

Seller acknowledges that Broker intends to rely upon the accuracy of all information furnished by Seller, and warrants there are no known undisclosed defects in the property adversely affecting its value. All defects in the property which shall adversely affect its value shall be disclosed by the Seller in writing and shall be attached hereto and made a part of this agreement by reference. Seller agrees to hold Broker harmless from any cost, expense or damage, including attorney's fees and/or court costs, incurred by Broker as a result of Seller's giving any information which is incorrect to Broker.

The undersigned Seller and Broker, by their respective signatures, herein agree they will not discriminate against any prospective buyer because of race, color, sex, religion, handicap, familial status, or national origin of such person in accordance with applicable federal and state laws.

NOTICE: A lockbox may be used in connection with the marketing of the property in which case Broker recommends that Seller place valuables such as checks, money, and jewelry in a secure place.

UNLESS EXPRESSLY SET FORTH TO THE CONTRARY IN THE SPECIAL STIPULATIONS BELOW, BROKER'S OFFICE BROKERAGE RELATIONSHIP POLICY IS TO REPRESENT BUYERS, SELLERS, AND BUYERS AND SELLERS WITH DISCLOSED DUAL AGENCY OR DESIGNATED AGENCY FOR INTRACOMPANY SALES.

Special Stipulations: _____

LEGAL DESCRIPTION OF THE PROPERTY:

All that tract or parcel of land lying and being in LAND LOT _____, of the _____ DISTRICT of _____ COUNTY, GEORGIA and being known as LOT _____, BLOCK/SECTION _____ of the _____ SUBDIVISION, according to plat recorded in PLAT BOOK _____, PAGE _____, AND DEED BOOK _____, PAGE _____, _____ COUNTY RECORDS, and being property known as _____, GEORGIA, _____
 Street Address City Zip

The full legal description of said property is the same as is recorded with the Clerk of the Superior Court of the County in which the property is located and is made a part of the agreement by reference.

Seller warrants the property is connected to public sewer. Yes _____ No _____
 Seller's Initials Seller's Initials

Seller herein acknowledges receipt of a copy of this agreement.

BY SIGNING THIS AGREEMENT, SELLER ACKNOWLEDGES THAT (1) SELLER HAS READ ALL PROVISIONS AND DISCLOSURES MADE HEREIN AND ON THE REVERSE SIDE OF THIS AGREEMENT BEFORE SIGNING, (2) SELLER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY AND (3) SELLER VOLUNTARILY AND EXPRESSLY CONSENTS AND AGREES THAT BROKER MAY SERVE AS A DUAL AGENT AS DESCRIBED ON THE REVERSE SIDE HEREOF.

IN WITNESS WHEREOF, the parties have this ____ day of _____, 20____, duly executed and sealed this agreement.

FICKLING & COMPANY
 Realty Company Name

Brokerage Firm License Number

Seller or Seller's Authorized Agent

(SEAL)

By: _____
 Broker or Broker's Authorized Agent

Agent's License Number

Seller or Seller's Authorized Agent

(SEAL)

**DISCLOSURES TO SELLER:
THESE ARE IMPORTANT DISCLOSURES WHICH AFFECT YOUR RIGHTS
READ BEFORE SIGNING**

Prior to entering into this agreement with you, Georgia law requires that Broker make certain disclosures to you, as follows:

- (1) Advise you of the types of brokerage relationships available through Broker and Broker's office brokerage relationship policy - These are set forth on the reverse side hereof in the paragraph immediately preceding the "Special Stipulations" section.
- (2) Advise you of any other brokerage relationships held by Broker which would conflict with any interest of yours actually known to Broker - Broker and Broker's affiliated licenses represent other sellers and buyers regarding sales of property which may be in direct competition with the sale of your property.
- (3) Advise you as to Broker's compensation and whether Broker will share such compensation with other brokers who may represent other parties to the transaction - Broker's compensation and sharing arrangements are set forth on the reverse side hereof in the second paragraph.
- (4) Advise and disclose to you all material facts of which the Broker has actual knowledge regarding the transaction.
- (5) A Broker shall not disclose all information received by the Broker during the course of the engagement which is made confidential by an express request of the Seller unless Seller subsequently permits such disclosure or such disclosure is required by law as set forth in the subparagraphs numbered 1 through 4 above. Such confidential relationship shall be kept by Broker within such standards as required by O.C.G.A. Title 10, Chapter 6A, as the same may be from time to time amended.

By signing this agreement, you acknowledge that Broker has made all the above disclosures verbally or in writing and has advised you of all of the foregoing prior to your entering into this agreement.

BROKER AS LIMITED AGENT: BROKER MAY MAKE CERTAIN DISCLOSURES TO BUYERS

When you sign this agreement, the Broker's (and the Broker's affiliated licensees) relationship to you will be as a limited agent and, as provided below, a dual agent. "Limited agent" means that the Broker will, acting under the authority of this agreement, solicit offers to purchase, sell, lease, or exchange the property subject to the agreement without being subject to your control, except as to the result of the work. Broker, as a limited agent, shall not be deemed to have a fiduciary relationship with you or any party or fiduciary obligations to you or any party, except as provided by law.

BROKER WILL MAKE DISCLOSURES TO PROSPECTIVE BUYERS ABOUT YOUR PROPERTY IN RELIANCE ON INFORMATION YOU PROVIDE AND BASED ON BROKER'S ACTUAL KNOWLEDGE AND YOUR OBLIGATION TO DISCLOSE MATERIAL ADVERSE FACTS ABOUT THE PROPERTY ARE NOT CHANGED BY THIS AGREEMENT.

Broker shall treat all prospective buyers honestly and shall not knowingly give them false information. Broker shall timely disclose to prospective buyers with whom Broker is working all material adverse facts pertaining to the physical condition of the property, including but not limited to material defects in the property, environmental contamination, and facts required by statute or regulation to be disclosed which are actually known by Broker which could not be discovered by a reasonably diligent inspection of the property by the buyer. Broker shall not be liable to a buyer for providing false information to the buyer if the false information was provided to Broker by you and Broker did not have actual knowledge that the information was false. Nothing in this paragraph shall limit any of your obligations under any applicable law to disclose to prospective buyers to inspect the physical condition of the property. Georgia law provides that no cause of action shall arise on behalf of any person against Broker for revealing information in compliance with this paragraph. In addition, as required by law, Broker shall also disclose to prospective buyers all material facts pertaining to existing adverse physical condition, in the immediate neighborhood within one mile of the property which could not be discovered by buyer through a diligent search of available governmental records.

BROKER MAY PROVIDE ASSISTANCE TO PROSPECTIVE BUYERS WITHOUT VIOLATING ANY DUTIES TO YOU. Under Georgia Law Broker may provide assistance to the buyer by performing such ministerial acts as follows:

- (1) Identifying property for sale, lease, or exchange;
- (2) Providing real estate statistics and information on property;
- (3) Providing pre-printed real estate form contracts, leases, and related exhibits and addenda;
- (4) Acting as a scribe in the preparation of real estate form contracts, leases, and related exhibits and addenda;
- (5) Locating architects, engineers, surveyors, inspectors, lenders, insurance agents, attorneys, and other professionals; and
- (6) Identifying schools, shopping facilities, places of worship, and other similar facilities on behalf of any of the parties in a real estate transaction.

and all such other like or similar services, discussing other listed and sold properties, and performing such ministerial acts shall not be construed in such a manner as to violate this agreement Broker has with you, nor shall performing such ministerial acts for the buyer be construed in such a manner as to form a brokerage engagement with the buyer.

BROKER MAY SHOW ALTERNATIVE PROPERTIES TO BUYERS AND PROVIDE INFORMATION. Under Georgia law, Broker does not breach any duty or obligation to you by showing alternative properties to prospective buyers. Broker may also provide information on other properties which may be in competition with your property.

YOU ARE ADVISED TO OBTAIN EXPERT ADVICE FOR MATTERS BEYOND THE SCOPE OF BROKER'S EXPERTISE. As to any matters not covered by Broker's duties in this agreement, Broker is not an expert and you are encouraged and advised to seek expert advice and to retain appropriate experts such as environmental engineers, termite inspectors, engineers, surveyors, plumbers, contractors, property inspectors, lawyers, accountants and the like as appropriate.

DUAL AGENCY IS PERMITTED BY GEORGIA LAW IF BOTH BUYER AND SELLER CONSENT IN WRITING.

WHEN YOU SIGN THIS AGREEMENT, YOU HAVE EXPRESSLY CONSENTED TO BROKER SERVING AS A DUAL AGENT. This is permitted by Georgia law if both client parties consent. The following disclosures are made so that you will have full disclosure in choosing whether or not to give your consent and enter into this agreement.

YOU DO NOT HAVE TO CONSENT TO DUAL AGENCY.

As a dual agent, Broker, under this Agreement, will represent you in selling your property and may also represent a buyer with whom Broker has a brokerage engagement. In serving as a dual agent, Broker represents a buyer and seller whose interests are or at times could be different or even adverse. When Broker serves as dual agent, both you and the buyer will be clients of Broker. Broker, as a dual agent, may not disclose to you or the other client information made confidential by request or instructions from you or the other client except information allowed or required to be disclosed by law, except that Broker will disclose all adverse material facts relevant to the transaction actually known to the dual agent to all parties which is not otherwise confidential unless disclosure of confidential information is required by law.

If Broker or Broker's affiliated licensees have a material relationship with the other client other than that incidental to the transactions, a disclosure of the nature of such a relationship must be provided to you. A material relationship shall mean any actually known personal, familial, or business relationship between Broker or Broker's affiliated licensees and a client which would impair the ability of Broker or the affiliated licensees 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 you enter into this agreement. If a party is not identified at such time, and when such party is identified, it is a party with whom either Broker or Broker's affiliated licensees has a material relationship. Broker shall provide to you a disclosure of the nature of such relationship. All information designated as confidential during engagement of Broker or affiliated licensees shall remain and be kept confidential by Broker's affiliated licensees.

YOUR SIGNATURE ON THE REVERSE SIDE OF THIS DOCUMENT WILL EVIDENCE YOU CONSENT TO DUAL AGENCY
WHITE COPY TO BROKER, YELLOW COPY AND/OR PINK COPY TO SELLER