

**AGENCY EXHIBIT
(BUYERS AND SELLERS)
EXHIBIT “ _____ ”**



(TO BE USED WITH NON-GAR CONTRACTS)

2006 Printing

This Exhibit sets forth the relationship of the Broker(s) to Buyer and Seller for the purchase and sale of real property located at: _____, _____, Georgia,
_____, with an Offer Date of the _____ day of _____, 20_____.

1. Agency and Brokerage.

A. Agency Disclosure: In this Agreement, the term “Broker” shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the Broker’s affiliated licensees. No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

1. **No Agency Relationship.** Buyer and Seller acknowledge that, if they are not represented by a Broker, they are each solely responsible for protecting their own interests, and that Broker’s role is limited to performing ministerial acts for that party.
2. **Listing Broker.** Broker working with the Seller is identified on the signature page as the “Listing Broker”; and said Broker is _____, **OR NOT** representing Seller;
3. **Selling Broker.** Broker working with Buyer is identified on the signature page as “Selling Broker”; and said Broker is _____, **OR NOT** representing Buyer; and
4. **Dual Agency or Designated Agency.** If Buyer and Seller are both being represented by the same Broker, a relationship of either designated agency , **OR**, dual agency shall exist.

a. Dual Agency Disclosure. [Applicable only if dual agency has been selected above] Buyer and Seller are aware that Broker is acting as a dual agent in this transaction and consent to the same. Buyer and Seller have been advised that:

- (1) In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- (2) As dual agent, Broker will disclose all known adverse, material facts relevant to the transaction to all parties in the transaction, except for information made confidential by request or instructions from either client, and which is not otherwise required to be disclosed by law;
- (3) Buyer and Seller do not have to consent to dual agency and, the consent of the Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements; and
- (4) Notwithstanding any provision to the contrary contained herein, Buyer and Seller each hereby direct 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 its negotiating position.

b. Designated Agency Assignment. [Applicable only if the designated agency has been selected above]

Broker has assigned _____ to work exclusively with Buyer as Buyer’s designated agent and _____ to work exclusively with Seller as Seller’s designated agent. Each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

B. Disclosure of Commission, Rebate, or Direct Profit: Broker hereby discloses that Broker may receive a commission, rebate or direct profit for procuring a mortgage loan, insurance or other services on behalf of Buyer or Seller.

C. Material Relationship Disclosure: The Broker and/or affiliated licensees have no material relationship with either client except as follows: _____

(A material relationship means one actually known of a personal, familial or business nature between the Broker and/or affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)

D. This agency exhibit shall be a part of the new home purchase and sale agreement.

Special Stipulations

1. Community Realty Center shall pay to the purchaser at the time of the closing a 2% cash back bonus of the new home base or sales price (which ever is correct for the particular new homes community). This bonus is payable at closing if closing occurs and commission to Community Realty Center has been paid (not less than 3% of the new home base or sales price).
2. In the event that particular builder or lender does not allow the purchaser to receive cash back bonus at closing, this bonus can be applied toward purchaser’s closing cost, new home price reduction or can be paid in another form that will be applicable for this particular transaction.

J.A.

Selling Broker’s Initials: _____
(or Broker’s Affiliated Licensee)

Buyer’s Initials: _____ / _____

Listing Broker’s Initials: _____
(or Broker’s Affiliated Licensee)

Seller’s Initials: _____ / _____