

EXCLUSIVE SELLER BROKERAGE ENGAGEMENT AGREEMENT



2026 Printing

CHRISTIE'S
INTERNATIONAL REAL ESTATE

State law prohibits Broker from representing Seller as a client without first entering into a written agreement with Seller under O.C.G.A. § 10-6A-1 et. seq.

A. KEY TERMS AND CONDITIONS

1. **Exclusive Seller Brokerage Engagement Agreement.** For and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned seller(s) ("Seller") and the undersigned broker (hereinafter "Broker" or "Seller's Broker") do hereby enter into this Exclusive Seller Brokerage Engagement Agreement ("Agreement") for Broker to exclusively represent Seller in listing and selling the property described below ("Property") for sale on the terms and conditions set forth herein.

a. **Property Identification:** Address: _____

City _____, County _____, Georgia, Zip Code _____

Tax Parcel I.D. Number: _____

b. **Legal Description:** The legal description of the Property is [select one of the following below]:

☐ (1) attached as an exhibit hereto;

☐ (2) the same as described in Deed Book _____, Page _____, et. seq., of the land records of the above county; **OR**

☐ (3) Land Lot(s) _____ of the _____ District, _____ Section/
GMD, Lot _____, Block _____, Unit _____, Phase/Section _____
of _____ Subdivision/Development, according to
the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county;
OR

☐ (4) described below if Property is a condominium unit and a full unit legal description is to be used

[NOT TO BE USED IF PROPERTY IS A FEE SIMPLE TOWNHOME]:

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.

2. List Price and Listing Period.

a. The price at which the Property shall be listed for sale is \$ _____ ("List Price").

b. **Commencement Date of Agreement:** _____. This Agreement shall commence and be
effective upon it being signed by Seller and Broker and a signed copy delivered to both parties.

c. **Ending Date of Agreement:** _____. This shall be the last full date of the Agreement
after which it shall terminate and no longer be in effect unless the parties agree in writing to extend it.

d. **Listing Period.** The term of this Agreement shall also be known as the listing period or listing term.

3. Marketing.

a. **Selection of Multiple Listing Service(s).** Broker agrees to file the listing with the following Multiple Listing Service(s) ("MLS(s)");

b. **DELIVERY OF AGREEMENT TO AND LISTING WITH MLS.** THIS AGREEMENT SHALL BE TIMELY DELIVERED TO AND
LISTED WITH THE ABOVE-REFERENCED MULTIPLE LISTING SERVICE(S) IN ACCORDANCE WITH THE RULES OF SUCH
MULTIPLE LISTING SERVICE(S), WHICH MAY LIMIT THE AVAILABILITY AND TIME DURATION OF THE MARKETING
OPTIONS BELOW. THIS OBLIGATION AND THESE LIMITATIONS SHALL CONTROL OVER ANY CONFLICTING OR
INCONSISTENT LANGUAGE CONTAINED HEREIN.

c. **Marketing Commencement Date:** _____. This shall be the date when the Property is first marketed to the
public. Seller shall have the right, upon notice to Broker, to move this date up or back by not more than _____ days.

- i. **Coming Soon.** If offered by the MLS, Seller ☐ directs or ☐ does not direct Broker to file the Property listing in the MLS(s) listed above in "Coming Soon" status for _____ days prior to the Marketing Commencement Date, during which time the Property will be visible to MLS participants as Coming Soon, but the Property may not be shown to the public or purchased during this period. At the end of this period, the Property will be changed to "Active" status and marketed to the public as set forth in Section A.3.(c) above. The maximum Coming Soon status period is set by the MLS. If the Coming Soon status period herein exceeds the maximum days permitted by the MLS, then the MLS maximum shall control.
- d. **MLS Marketing Options:** Within one (1) business day of the Marketing Commencement Date, the listing must be filed with the MLS(s) listed above. Seller directs Broker to market the Property for sale using the Multiple Listing Service option selected below: *[Select the option below which applies. The options not selected shall not become part of this Agreement.]*
- ☐ (1) **Immediate Public Marketing Option.** The listing will be immediately visible to MLS participants and may be electronically distributed through Internet Data Exchange ("IDX") so that MLS participants can display it on their websites. The Property may also be distributed through syndication to make it available to be viewed on various third-party websites such as REALTOR.COM, Zillow, or Homes.com. Such listings are considered to be active listings and the Property may be shown to potential buyers.
- ☐ (2) **Delayed Marketing Exempt Option.** The listing will be immediately visible to MLS participants and may appear on the websites of Broker and Broker's licensees. However, marketing of the Property by other brokers through the IDX and syndication to third-party websites will be delayed for a period of _____ days. During the Delayed Marketing Exempt Period, the listing will not appear on other brokers' websites or on websites like REALTOR.COM, Zillow and Homes.com. Such listings are considered active listings and the Property may be shown to potential buyers.
- ☐ (3) **Office Exclusive Marketing Option.** The Property will initially be marketed through an office exclusive period of _____ days during which time the Property listing will only be available to licensees affiliated with Broker. During the Office Exclusive Marketing period, the Property listing will be submitted to the MLS(s) listed above; however, the listing will neither be marketed publicly nor disseminated through the MLS and will not be visible to other MLS participants. Such listings are considered to be active listings and the Property may be shown to potential buyers.
- e. **Disclaimer:** BY SIGNING THIS AGREEMENT, SELLER UNDERSTANDS AND ACKNOWLEDGES THAT IF SELLER IS DELAYING THE PUBLIC MARKETING OF THE PROPERTY, BY SELECTING AN OFFICE EXCLUSIVE MARKETING OPTION OR THE DELAYED MARKETING EXEMPT OPTION, SELLER MAY NOT MAXIMIZE EITHER THE NUMBER OF OFFERS SELLER RECEIVES OR THE PRICE OFFERED TO BUY THE PROPERTY. SELLER NEVERTHELESS KNOWINGLY WAIVES THE POTENTIAL BENEFITS OF IMMEDIATE PUBLIC MARKETING.

4. **Compensation to Broker(s) for Professional Services ("Compensation").**

- a. **Generally:** Compensation to Broker(s) is negotiable and is not set by law.
- b. **Compensation to Seller's Broker:** Seller agrees to pay Seller's Broker the following Compensation at the closing of any Contract to Sell (as that term is hereinafter defined) of the Property as follows:
- ☐ _____ percent (_____ %) of the purchase price;
- ☐ \$ _____;
- ☐ (other) _____.
- c. **Whether Compensation is Offered to Buyer's Broker:** Seller hereby approves the following: *[Select all which are applicable]*
- ☐ (1) not initially offering Compensation to Buyer's Broker but marketing that Seller is open to receiving offers in which Seller pays Compensation to Buyer's Broker;
- ☐ (2) Compensation being offered to Buyer's Broker by either: ☐ Seller (in addition to the Compensation being paid to Seller's Broker); ☐ Seller's Broker (out of the Compensation being paid to Seller's Broker); or ☐ Seller and Seller's Broker as set forth in "other" section below:
- ☐ _____ percent (_____ %) of the purchase price;
- ☐ \$ _____;
- ☐ (other) _____.
- ☐ If Seller's offer of Compensation to the Buyer's Broker is conditional, specify the conditions here: _____;

OR

- ☐ (3) No Compensation being offered or marketed to Buyer's Brokers.

For all purposes herein, the term "Buyer's Broker" shall mean the Broker, including the Broker representing the Seller, if they are also working with or representing the buyer as a customer or client. If buyer or Buyer's Broker does not request or accept the full amount of Compensation being offered by Seller's Broker, the remainder shall be additional compensation to Seller's Broker.

- d. **Separate Compensation on Lease.** If Seller leases the Property or enters into a lease/purchase agreement or a lease with an option to purchase agreement during this Agreement, Seller shall also pay Broker a separate leasing Compensation in the amount of \$ _____ and as follows: _____.

Notwithstanding any provision to the contrary contained herein, the payment of a leasing Compensation (including in lease/purchase transactions or lease with an option to purchase transactions) shall not relieve Seller from paying the Compensation at the closing of a Contract to Sell, as provided elsewhere in this Agreement.

5. **Protected Period.** The length of Protected Period during which time Broker shall be entitled to Compensation under certain circumstances where this Agreement has been unilaterally terminated by Seller or has expired, shall be _____ days.

6. **Agency and Brokerage.**

a. The following are types of agency relationship(s) **NOT** offered by Broker:

☐ seller agency ☐ buyer agency ☐ designated agency ☐ dual agency ☐ sub-agency ☐ tenant agency ☐ landlord agency

b. If Broker offers dual agency as one of its agency relationships above, Seller ☐ does or ☐ does not consent to Broker acting in a dual agency capacity, as that agency relationship is explained in Section B.6(b) below and in the CB01 ABCs of Agency. Seller expressly consents to Broker acting in any other agency relationship offered by Broker.

7. **Lead-Based Paint Disclosure.** Federal law requires disclosure of lead-based paint in homes/residential properties, or a portion thereof, constructed prior to 1978. [select one below]

a. ☐ A dwelling on the Property, or portion thereof, was constructed prior to 1978, Seller agrees to complete and provide Broker with a signed Lead-Based Paint Disclosure Exhibit (F316) at the same time as the signing of this Agreement and is attached as Exhibit "____".
OR

b. ☐ No dwelling on the Property, or portion thereof, was constructed prior to 1978.

8. **Seller Has the Following Special Circumstances That Will Require Third-Party Approval Before Seller Can Do the Following:**

a. **List the Property for Sale:**

☐ (1) **Bankruptcy:** Seller has filed for bankruptcy protection and this Agreement is made contingent upon the bankruptcy court authorizing the listing of the Property for sale.

☐ (2) **Divorce:** Seller has filed for divorce and this Agreement is made contingent upon the court having jurisdiction over the divorce action authorizing the listing of the Property for sale.

☐ (3) **Other (Please describe):** _____

b. **Contract to Sell the Property:**

☐ (1) **Bankruptcy:** Seller has filed for bankruptcy protection. Any purchase and sale agreement for the sale of the Property will need to be conditioned upon the approval of the bankruptcy court.

☐ (2) **Divorce:** Seller has filed for divorce. Any purchase and sale agreement for the sale of the Property will need to be conditioned upon the approval of the court having jurisdiction over the divorce.

☐ (3) **Short Sale:** The sale of the Property will not generate sufficient proceeds to pay off the Broker's Compensation and all mortgages or liens on the Property. Therefore, the purchase and sale agreement for the sale of the Property will need to be made contingent upon the mortgage lender(s) and other lien holders agreeing to take less than the face amount of what they are owed.

☐ (4) **Seller Not on Title:** Seller does not yet have title to the Property and the purchase and sale agreement for the Property ☐ will or ☐ will not need to be subject to Seller acquiring title to the Property.

☐ (5) **Other (Please describe):** _____

9. **Negotiation.** Seller ☐ does OR ☐ does not authorize the Broker to assist, to the extent requested by Seller, in negotiating the terms of and filling out a pre-printed form contracts for Seller's review and approval.

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.

1. **Exclusive Seller Brokerage Engagement Agreement.** Seller has the full authority to enter into this Agreement for the listing of Seller's Property for sale. This Agreement may not be amended except by the written agreement of Seller and Broker. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence. Seller is not a party to any other exclusive Seller brokerage engagement agreement and all such previous agreements, if any, have expired and not been renewed. Seller acknowledges that Seller may have to pay a previous broker Compensation if Seller is subject to a current Seller brokerage engagement agreement or has unilaterally terminated a previous Seller brokerage engagement agreement without the consent of the previous broker.

2. **List Price and Listing Period.**

a. **List Price:** Seller agrees to list the Property for sale at the list price specified in this Agreement. The failure of the Property to be shown or sell at the list price may be an indication that the list price for the Property is too high.

b. **Initial Listing Period When Property Is Under Contract to Sell:** If the Property is under a Contract to Sell, as that term is defined below, during the Listing Period, but the Listing Period expires prior to the closing, then the Listing Period shall be automatically extended through the closing of the Contract to Sell.

c. **Extension:** If during the term of this Agreement, Seller and a prospective buyer enter into: 1) a real property purchase and sale agreement for the Property; 2) a contract to exchange property, including the Property; 3) an option contract for the sale of the Property; or 4) a contract to sell the shares or partnership or membership interests in the legal entity constituting Seller (hereinafter, collectively referred to in this Agreement as a "Contract to Sell") which is not consummated or closed for any reason whatsoever, then the Listing Period may be extended unilaterally by Broker for the number of days that Property was under the Contract to Sell (hereinafter, "Extension Period") by Broker providing written notice of the same to Seller within five (5) days of the Contract to Sell not being consummated but in no event later than prior to the expiration of this Agreement (hereinafter, "Notification Period"). If such written notice is not given before the end of the Notification Period, then the Extension Period for that transaction shall be deemed to have been waived by Broker.

3. Marketing.

- a. **Generally:** Broker is exclusively authorized to market and advertise the Property for sale to the public through any means of Broker's choosing. This may include, without limitation, flyers, brochures, videos, yard and window signs, including "For Sale" signs, open houses and mailings. Marketing information about the Property may be posted on websites, placed in electronic and print media and multiple listing services and sent by email, text and all other means. Seller agrees not to market the Property during the term of this Agreement.
- b. **Ownership of Marketing Materials:** Any photography and marketing materials paid for or created by Broker shall be the property of Broker. Such materials shall not be used without the prior written permission of Broker. Any photography and marketing materials paid for by Seller shall be the property of Seller.
- c. **Liability for Misinformation:** Seller warrants that any information Seller provides to Broker, which Broker then uses to market and advertise the Property, shall be accurate and complete. Seller hereby agrees to indemnify and hold Broker harmless from any and all claims, causes of action, suits and damages arising out of or resulting from Seller providing misinformation to Broker.
- d. **Images:** Seller agrees to remove any personal property prior to listing the Property of which Seller does not want images to be so captured. Broker shall not be liable to Seller if other brokers or buyers take photographs, videos or use other technology to capture and manipulate images of the Property without the permission of the Seller and Broker.
- e. **Multiple Listing Service(s):** Broker agrees to file this Agreement with the above referenced Multiple Listing Service(s) within one (1) business day of the Marketing Commencement Date, which shall be the date the Property is made available to the public. Seller acknowledges that the MLS(s) is/are not a party to this Agreement and is/are not responsible for errors or omissions on the part of Seller or Broker. Seller agrees to indemnify Service(s) from and against any and all claims, liabilities, damages or losses arising out of or related to the listing and sale of Property. Seller acknowledges that by virtue of listing the Property in MLS(s), all MLS(s) members and their affiliated licensees, will have access to Seller's listing information for the purpose of assisting Seller in the sale of the Property.
- f. **Consent of Seller to be Called:** If Seller is on a "Do Not Call List," Seller expressly consents to Broker calling Seller for any purpose related to the sale of the Property. This paragraph shall survive the termination of this Agreement.
- g. **Lockboxes:** A lockbox may be used in connection with the marketing of Property. There have been isolated instances of reported burglaries of homes on which lockboxes have been placed and for which the lockbox has been alleged to have been used to access the home. In order to minimize the risk of misuse of the lockbox, Broker recommends against the use of lockboxes on door handles that can be unscrewed from the outside or on other parts of the home from which the lockbox can be easily removed. Since prospective buyers and others will have access to Property, Seller agrees to either remove all valuables, prescription drugs and/or keys, or put them in a secure place.

4. Compensation for Professional Services of Seller's Broker ("Compensation").

- a. **Obligation to Pay Compensation to Seller's Broker:** In the event that Seller enters into a Contract to Sell or lease, lease/purchase, or lease with an option to purchase the Property or any portion thereof during the term of this Agreement with any buyer, Seller agrees to pay Seller's Broker's Compensation at the closing (regardless of whether the closing is during or after the term of this Agreement), and if applicable, Seller's Broker's Leasing Compensation prior to the commencement of a lease, lease/purchase, or lease with an option to purchase.
- b. **Optional Compensation to Buyer's Broker:** Seller shall have no obligation to pay the Compensation of the Buyer's Broker. However, some Sellers approve such Compensation being offered and paid for by either the Seller or the Seller's Broker. If Seller has agreed to offer Compensation to the Buyer's Broker on any Contract to Sell, it shall be paid in full at the closing. If Seller does not approve offering Compensation to the Buyer's Broker, then the buyer shall be solely responsible for paying the Buyer's Broker's Compensation.
- c. **Separate Compensation on Lease:** Notwithstanding the above, if Seller leases real property or enters into a lease/purchase or lease with an option to purchase contract during this Agreement, Seller shall also pay Broker a separate leasing Compensation in the amount as indicated elsewhere in this Agreement. Notwithstanding any provision to the contrary contained herein, the payment of leasing Compensation (including in lease purchase and lease with an option to purchase transactions) shall not relieve Seller from paying the Compensation at the closing of a Contract to Sell, as provided elsewhere in this Agreement.

5. **Protected Period.** The Protected Period shall be the period of time set forth in this Agreement commencing upon the expiration or the unilateral termination of this Agreement by Seller during which Broker shall be protected for its Compensation (or leasing Compensation, as applicable). If this Agreement is unilaterally terminated by Seller without the consent of the Broker, the Protected Period shall be: a) the number of days remaining on what would have been the original listing period had it not been terminated, plus b) the number of days set forth as the Protected Period in Section A.5 of this Agreement. There shall be no Protected Period if Broker and Seller mutually agree to terminate this Agreement. In the event that during the Protected Period, Seller enters into a Contract to Sell or lease, lease/purchase, or lease with an option to purchase of all or any portion of the Property which during the term of this Agreement was shown to any buyer (either in person or virtually), or such buyer was provided information about the Property, either directly or through a broker working with the buyer, then Seller shall pay Broker at closing (or the commencement of the lease, lease/purchase, or lease with an option to purchase, as applicable), the Compensation or leasing Compensation set forth above. For all purposes herein, showing property to buyers virtually shall include showing the buyers the property by video or sending a video tour of the property to the buyers.

Notwithstanding the above, if this Agreement expires (and is not unilaterally terminated by Seller) the following exception to the above Compensation obligations shall apply. Specifically, no Compensation or leasing Compensation, as applicable, shall be owing to Broker if Seller signs an exclusive seller brokerage engagement agreement with another broker and the Property is then sold or leased during the term of the Agreement with that broker.

6. Agency and Brokerage.

- a. **Broker's Policy on Agency:** Unless Broker has indicated elsewhere herein that Broker is not offering a specific agency relationship, the types of agency relationships offered by Broker are: seller agency, buyer agency, designated agency, dual agency, sub-agency, landlord agency, and tenant agency.

- b. Dual Agency Disclosure:** *[Applicable only if Broker's agency policy is to practice dual agency and Seller has consented to Broker acting in a dual agency capacity.]* If Seller and a prospective buyer are both being represented by the same Broker and the Broker is not acting in a designated agency capacity, Seller is aware that Broker is acting as a dual agent in this transaction and hereby consents to the same. Seller has been advised that:
- (1) In serving as a dual agent, Broker is representing two parties, Seller and the buyer, as clients whose interests are or at times could be different or even adverse;
 - (2) Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from either party which is not otherwise required to be disclosed by law;
 - (3) Seller does not have to consent to dual agency. The consent of the Seller to dual agency has been given voluntarily in Section A and the Seller has read and understands this Agreement.
 - (4) Notwithstanding any provision to the contrary contained herein, Seller hereby directs 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 their negotiating position except as required by law.
 - (5) Broker or Broker's affiliated licensees will timely disclose to each party the nature of any material relationship with other party other than that incidental to the transaction. A material relationship shall mean any actually known personal, familial, or business relationship between Broker and a party which would impair the ability of Broker to exercise fair and independent judgment relative to another client. The other party whom Broker may represent in the event of dual agency may not be identified at the time Seller enters into this Agreement. If any party is identified after the Agreement and has a material relationship with Broker, then Broker shall timely provide to Seller a disclosure of the nature of such relationship.
 - (6) Upon signing this brokerage engagement with the dual agency disclosures contained herein, Seller's consent to dual agency is conclusively deemed to have been given and informed in accordance with state law, provided that Seller has consented to Broker acting in a dual agency capacity in Section A(6) above.
- c. Designated Agency Disclosure:** *[Applicable only if Broker's agency policy is to practice designated agency.]* Seller does hereby consent to Broker acting in a designated agency capacity in transactions in which Broker is representing Seller and a prospective buyer, but where Broker assigns one or more of its affiliated licensees exclusively to represent the Seller and one or more of its other affiliated licensees exclusively to represent the prospective buyer.
- d. No Other Adverse Agency Relationships:** Unless specified herein, Broker has no other known agency relationships with other parties which would conflict with any interests of Seller (except that Broker may represent other buyers, sellers, landlords, and tenants in buying, selling or leasing property).
- 7. Lead-Based Paint Disclosure.** As required by federal law (Residential Lead-Based Paint Hazard Reduction Act of 1992, Title X), if any portion of a residential dwelling was built prior to 1978, the Lead-Based Paint Disclosure Exhibit (F316) is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978. Seller understands that Seller must (1) disclose to the buyer the presence of known lead-based paint and/or lead-based paint hazards; (2) provide the buyer with all available records and reports pertaining to lead-based paint and lead-based paint hazards in the residential housing; (3) provide the buyer with a lead-based paint hazard information pamphlet, in a form approved by the Environmental Protection Agency; and (4) permit the buyer to have a 10 day period to conduct a risk assessment or inspection for the presence of lead-based paint hazards.
- 8. Special Circumstances.**
- a. The sale of Property is contingent upon a third party's approval as indicated above. It shall be Seller's responsibility to seek to fulfill any contingency or condition selected herein, if any, and ensure that the purchase and sale agreement is made subject to any such contingency or condition.
 - b. Broker agrees to keep confidential all information which Seller asks to be kept confidential by express request or instruction unless Seller permits such disclosure by subsequent word or conduct or such disclosure is required by law. Seller acknowledges, however, that buyer and buyer's broker may possibly not treat any offer made by Seller (including its existence, terms and conditions) as confidential unless those parties have entered into a Confidentiality Agreement with Seller.
 - c. Broker may not knowingly give customers false information.
 - d. In the event of a conflict between Broker's duty not to give customers false information and the duty to keep the confidences of Seller, the duty not to give customers false information shall prevail.
- 9. Negotiation.** While Broker may assist Seller in negotiating the terms of a Contract to Sell, if Seller has elected to have Broker assist in this role, all decisions regarding price, terms and other conditions in a Contract to Sell shall still be made by Seller.

C. OTHER TERMS AND CONDITIONS

- 1. Seller's Property Disclosure Statement.** Georgia law (O.C.G.A. §51-6-2) requires that a Seller disclose known latent defects in the Property which could not be observed by Buyer upon a reasonable inspection of the Property. This is the case even if the Property is sold in "as-is" condition. Within three (3) days of the date of this Agreement, Seller agrees to provide Broker with a current, fully executed Seller's Property Disclosure Statement (F301, F304 or F307) or Disclosure of Latent Defects & Fixtures Checklist (F302). Broker is hereby authorized to distribute the Seller's Property Disclosure Statement to buyers interested in Property. Seller agrees to promptly update any of the above-referenced disclosure documents through the Closing should any changes occur.

- 2. HAZARDOUS CONDITIONS ON PROPERTY.** SELLER ACKNOWLEDGES THAT BROKER HAS NO DUTY TO INSPECT THE PROPERTY FOR DEFECTS, HAZARDOUS CONDITIONS, REPAIRS OR ANY OTHER MATTER. SELLER OWES A DUTY OF REASONABLE CARE TO KEEP THE PROPERTY SAFE FOR PROSPECTIVE BUYERS AND THEIR AGENTS, INVITEES AND CONTRACTORS WHO VIEW AND/OR INSPECT THE PROPERTY. THIS DUTY INCLUDES A DUTY TO WARN ALL SUCH PERSONS OF DANGEROUS CONDITIONS THAT WOULD NOT BE OBVIOUS TO SUCH PERSONS. TO MINIMIZE SELLER'S POTENTIAL LIABILITY, SELLER IS ENCOURAGED TO CORRECT ALL HAZARDOUS CONDITIONS ON THE PROPERTY. 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.
- 3. Limits on Broker's Authority and Responsibility.** Seller acknowledges and agrees that Broker:
- may show other properties to prospective buyers who are interested in Property;
 - shall have no duty to inspect the Property or advise buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, and lead-based paint; inspection of the Property by a licensed home inspector, construction expert, structural engineer, or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant, or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of the Property, the propensity of the Property to flood, flood zone certifications, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Seller acknowledges that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Seller should seek independent expert advice regarding any matter of concern to Seller relative to the Property and this Agreement. Seller acknowledges that Broker shall not be responsible to monitor or supervise or inspect any portion of any construction or repairs to Property and that such tasks fall outside the scope of real estate brokerages services;
 - shall owe no duties to Seller nor have any authority on behalf of Seller other than what is set forth in this Agreement;
 - shall make all disclosures required by law;
 - shall not be responsible for ensuring that Seller complies with the duties and deadlines contained in any Contract to Sell entered into by Seller and that Seller shall be solely responsible for the same; and
 - SHALL BE INDEMNIFIED AND HELD HARMLESS BY SELLER DURING AND AFTER THE TERMINATION OF THIS AGREEMENT FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING OUT OF OR RELATING TO:**
 - INACCURATE AND/OR INCOMPLETE INFORMATION PROVIDED BY SELLER TO BROKER;**
 - EARNEST MONEY HANDLED BY ANYONE OTHER THAN BROKER;**
 - SELLER'S NEGLIGENCE OR INTENTIONAL WRONGDOING;**
 - ANY LOSS OR THEFT OF VALUABLES, PRESCRIPTION DRUGS, KEYS, OR OTHER PERSONAL PROPERTY, RELATING TO THE USE OF A LOCKBOX OR AN OPEN HOUSE RESULTING FROM SELLER'S FAILURE TO REMOVE OR SECURE THE SAME;**
 - THE EXISTENCE OF UNDISCLOSED MATERIAL FACTS ABOUT THE PROPERTY OR THE TRANSACTION; AND**
 - ANY DAMAGES OR INJURIES OCCURRING ON THE PROPERTY AS A RESULT OF DANGEROUS OR DEFECTIVE CONDITIONS ON THE PROPERTY OR THE FAILURE TO SECURE OR RESTRAIN PETS.**
 - shall have no authority to bind Seller to any Contract to Sell or give notices on behalf of Seller other than to forward, if requested by Seller, a notice signed by Seller pertaining to a real estate transaction. Under the standard GAR Purchase and Sale Agreement Forms, notice received by the Broker is deemed to be notice received by the Seller.
- 4. LIMIT ON BROKER'S LIABILITY.** SELLER ACKNOWLEDGES THAT BROKER:
- SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF COMPENSATION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMPENSATION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO COMPENSATION IS PAID TO BROKER, THAN THE SUM OF \$100;**
 - BROKER SHALL HAVE NO LIABILITY FOR PROVIDING INFORMATION THAT LATER TURNS OUT TO BE INCORRECT OR FALSE; PROVIDED THAT, BROKER DID NOT HAVE ACTUAL KNOWLEDGE THAT THE INFORMATION WAS FALSE AND DISCLOSES TO SELLER THE SOURCE OF THE INFORMATION; AND**
 - NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**
 - THIS LIMITATION OF LIABILITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
- 5. Disclosure of Potentially Fraudulent Activities as required by the Georgia Residential Mortgage Fraud Act (O.C.G.A. § 16-8-100 et seq.)**
- To help prevent fraud in real estate transactions, Seller does hereby give Broker permission to report any suspicious, unusual and/or potentially illegal or fraudulent activity (including but not limited to mortgage fraud) to:
 - Governmental officials, agencies and/or authorities and/or
 - Any mortgage lender, mortgage insurer, mortgage investor and/or title insurance company which could potentially be harmed if the activity was in fact fraudulent or illegal.
 - Seller acknowledges that Broker does not have special expertise with respect to detecting fraud in real estate transactions. Therefore, Seller acknowledges that:
 - Activities which are fraudulent or illegal may be undetected by Broker; and
 - Activities which are lawful and/or routine may be reported by Broker as being suspicious, unusual or potentially illegal or fraudulent.

6. Miscellaneous.

- a. 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 Compensation hereunder.
- b. Assignability:** As part of a sale of all or substantially all of the assets of Broker to another brokerage firm, Seller consents to this Agreement being assigned by Broker to the other brokerage firm. In such event, the assignee, upon consenting to the assignment, shall: (1) thereafter be responsible for performing all of the duties and responsibilities of the assignor under this Agreement; and (2) have all of the rights of assignor including the right to receive the Compensation referenced in this Agreement.
- c. Attorney's Fees:** In the event this Agreement, or any provision therein, is enforced through or is the subject of a dispute resulting in litigation or arbitration, the prevailing party shall be entitled to recover its actual attorney's fees, reasonably incurred.
- d. Broker:** In this Agreement, the term "Broker" shall mean the licensed Georgia real estate broker(s) or brokerage firm(s) and their affiliated licensees in this transaction except as may be specifically provided otherwise herein.
- e. Definition of Seller and Buyer:** For the purposes of this section, the term "Seller" shall include Seller, all members of the Seller's immediate family, any legal entity in which Seller or any member of Seller'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. For the purposes of this Agreement, the term "buyer" shall include buyer, all members of the buyer's immediate family, any legal entity in which buyer or any member of buyer'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.
- f. Disclaimer Regarding the Sale of Certain Property:** Seller acknowledges that O.C.G.A. § 2-1-7 prohibits certain nonresident aliens, foreign persons, foreign companies and U.S. companies owned by any of the above from buying or possessing agricultural land and certain land within a ten (10) mile radius of any military base, military installation, or military airport. Seller agrees to carefully read the entirety of the above referenced Code section before contracting to sell such land. Seller should consult with legal counsel to fully understand the law. If Seller has not submitted written questions to Broker regarding the law to Broker prior to contracting to sell prohibited property, Seller acknowledges that Seller fully understands the limitations and requirements of the law, and Broker shall have no responsibility for further doing the same. In such event, Seller shall indemnify and hold Broker harmless from any and all claims, causes of action, suits and damages arising out of or relating to Seller's failure to comply with the law. Violating the law can subject Seller to civil and criminal penalties. The law also requires certain Sellers and others to divest themselves of such property within certain time periods if they are now no longer legally able to purchase such property.
- g. Entire Agreement:** This Agreement represents the entire agreement of the parties with respect to listing of the Property for sale and is intended to supersede all prior written and verbal agreements of the parties hereto. No representation, statement, promise, or inducement not contained herein shall be binding on either party hereto. This Agreement shall be binding on the heirs of the Seller.
- h. Fair Housing Disclosure:** Seller acknowledges that Broker is committed to providing equal housing opportunities to all persons and that Seller and Broker are obligated to comply with state and federal fair housing laws in selling the Property. Seller and Broker agree not to discriminate in the sale of the Property on the basis of race, color, religion, national origin, sex, familial status, disability, sexual orientation or gender identity.
- i. FIRPTA Affidavit:** Unless Seller is a "foreign person", as that term is defined in Section 1445(f)(3) of the Internal Revenue Code, Seller shall deliver to the closing attorney at closing a FIRPTA (Foreign Investment in Real Property Tax Act) Affidavit indicating that Seller is not a "foreign person". If Seller is a "foreign person", additional taxes may need to be withheld at closing.
- j. GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. These forms are generic and written with the interests of multiple parties in mind. The parties agree to carefully review the GAR Forms to be used in this transaction and modify the same to meet their specific needs. If any party has any questions about their rights and obligations under any GAR form, they should consult an attorney. Provisions in the GAR Forms may be subject to differing interpretations by our courts other than what the parties may have intended. Our courts may at times strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. 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.

- k. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- l. Independent Contractor Relationship:** This Agreement shall create an independent contractor relationship between Broker and Seller. Broker shall at no time be considered an employee of Seller. Unless otherwise stipulated, all affiliated licensees of Broker are independent contractors of Broker.
- m. No Imputed Knowledge:** Seller acknowledges and agrees that with regard to any property which Seller intends to sell, there shall be no knowledge imputed between Broker and Broker's licensees or between the different licensees of Broker. Broker and each of Broker's licensees shall be deemed to have only actual knowledge of such properties.
- n. Notices Between Seller and Broker:**
- (1) Communications Regarding Real Estate Transactions: Seller acknowledges that many communications and notices in real estate transactions are of a time sensitive nature and that the failure to be available to receive such notices and communications can have adverse legal, business and financial consequences. During the term of this Agreement, Seller agrees to remain reasonably available to receive communications from Broker.
 - (2) Notices between Broker and Seller Regarding this Agreement: Seller and Broker agree that communications and notices between them regarding the terms of this Agreement shall be in writing, signed by the party giving the notice, and may be delivered in person or to any address, email address and/or facsimile number to the person to whom the communication or notice is being given specifically set forth in this Agreement. It is the intent of the parties that those means of transmitting notices for which a party has not provided an address or number shall not be used for receiving notices and communications. For example, if a party has not provided an email address in this Agreement, it shall mean that the party is not accepting notices or communications sent by this means.
- o. Referrals:** Seller hereby authorizes Broker to refer Seller to another real estate licensee or broker for brokerage or relocation services, or to a builder for services, not related to the sale of the Property. Seller acknowledges and agrees that Broker may receive a valuable consideration for the referral.
- p. STATUTE OF LIMITATION: ALL CLAIMS OF ANY NATURE WHATSOEVER AGAINST BROKER AND/OR THEIR AFFILIATED LICENSEES, WHETHER ASSERTED IN LITIGATION OR ARBITRATION AND SOUNDING IN BREACH OF CONTRACT AND/OR TORT, MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE ANY CLAIM OR CAUSE OF ACTION ARISES. SUCH ACTIONS SHALL THEREAFTER BE TIME-BARRERD.**
- q. Survival:** The rights and obligations of Broker to Compensation subsequent to the termination or expiration of this Agreement as set forth herein, the limitation of liability, the obligation to arbitrate and indemnify Broker and other similar provisions that by their terms are meant to protect Broker shall survive the termination of this Agreement.
- r. Third Party Vendors:** Broker may provide Seller with the names of vendors to perform services on behalf of Seller relative to real estate transactions involving Seller. Broker does not warrant or endorse the performance of any such vendor and the names of vendors are provided solely as a courtesy and starting point for Seller to identify possible vendors to perform services on behalf of Seller. Seller agrees to do his or her own due diligence regarding the skills, expertise and reputation of all such vendors performing services for Seller and the terms of all contracts with vendors (including whether there is a limitation of liability in such contracts). All decisions regarding which vendor to hire shall be solely that of Seller.
- s. Time of Essence:** Time is of the essence of this Agreement.
- t. Use of Initials "N/A":** The use of the initials "N/A" or "N.A." in filling out a blank in this Agreement shall mean "not applicable".

7. Broker's and Seller's Duties.

- a. Broker's Duties to Seller.** Broker shall promote the interests of the Seller by:
1. seeking a sale price at the price and terms stated in this Agreement or at a price and terms acceptable to Seller; provided, however, Broker shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a Contract to Sell, unless brokerage engagement so provides;
 2. timely presenting all offers to and from the Seller, even when Property is subject to a Contract to Sell;
 3. disclosing to the Seller material facts which the Broker has actual knowledge concerning the transaction;
 4. advising Seller to obtain expert advice as to material matters which are beyond the expertise of Broker; and
 5. timely accounting for all money and property received in which the Seller has or may have an interest.
- b.** Broker shall keep confidential all information received by Broker during the course of the engagement which is made confidential by an express request or instruction from Seller unless Seller permits such disclosure by subsequent word or conduct, or such disclosure is required by law; provided, however, that disclosures between Broker and any of Broker's affiliated licensees assisting Broker in representing Seller shall not be deemed to breach the duty of confidentiality described above.
- c. Seller's Duties.** Seller will do the following:
1. cooperate with Broker to sell the Property to prospective buyers and will refer all inquiries concerning the sale of Property to the Broker during the term of this Agreement;
 2. make the Property available for showing at reasonable times as requested by Broker;
 3. provide Broker with accurate information regarding the Property (including information concerning all adverse material facts pertaining to the physical condition of Property);
 4. comply with all local, state and federal laws applicable to the sale of the Property; and
 5. carefully read all Contracts to Sell before signing them and comply with all duties and all time deadlines contained therein.

8. Seller Default.

a. Events Constituting a Seller Default. Seller shall be in breach of this Agreement if Seller:

1. Terminates this Agreement prior to the end of the Agreement without the prior written agreement of Broker. Broker removing the listing from multiple listing service(s), taking down Broker's sign, ceasing to market the Property after this Agreement is unilaterally terminated by Seller and other similar activities shall not be evidence of the Broker's agreement to mutually terminate this Agreement, but shall instead merely be an acquiescence by Broker of the unilateral termination by Seller;
2. Defaults under any Contract to Sell the Property resulting in such contract not closing;
3. Agrees with a buyer of the Property to terminate a Contract to Sell without the consent of Broker; or
4. Refuses to accept a lawful, bona fide, written offer to purchase the Property meeting the following terms and conditions at a time when the Property is not otherwise under contract:
 - i. The purchase price in the offer, after deducting all fees, costs and contributions to be paid by the Seller (other than the real estate brokerage Compensation to be paid by Seller and the Seller's payment of ad valorem real property taxes through the date of closing) is for at least the full listing price set forth herein and is to be paid in cash or cash equivalent at the closing;
 - ii. The offer is not subject to contingencies, conditions precedent, due diligence periods, or required terms other than those set forth herein;
 - iii. The offer is not subject to Seller warranties or representations other than: (i) those warranties the Seller agrees to provide in any Seller's Property Disclosure Statement the Seller has filled out and made available to prospective buyers for inclusion in any offer, and (ii) the Seller warranting to convey good and marketable title (which for all purposes herein shall have the same meaning as set forth in the GAR Purchase and Sale Agreements) to the Property at closing by limited warranty deed; and
 - iv. The date of closing in the offer is not less than thirty (30) days nor more than forty-five (45) days from the offer date.

Notwithstanding the above, in the event there are multiple offers to purchase the Property meeting the above criteria, Seller shall not be in breach of this Agreement if the Seller first gives the prospective buyers a reasonable opportunity (not exceeding ten (10) days from the date of the first offer) to make their best offer to purchase the Property and Seller accepts one of the offers.

b. Broker Remedies for Seller Default. Seller shall immediately pay Broker the Compensation referenced herein for any of the Seller defaults above, except for Seller unilaterally terminating this Agreement prior to the end of the Listing Period (as the same may have been extended as provided for herein). With respect to this event of default, Seller's obligation to pay Broker its Compensation shall be controlled by the Protected Period sections of this Agreement.

c. Seller Default. In the event Seller defaults under this Agreement, Seller shall, in addition to its other obligations set forth elsewhere herein, immediately reimburse Broker for the out-of-pocket costs and expenses incurred by Broker and Broker's affiliated licensees in seeking to market and sell the Property. Such costs and expenses shall include, without limitation, printing, and copying charges, mileage at the highest rate allowed by the IRS as a business deduction and expenses to advertise the Property in various media. Seller shall also pay all costs, fees and charges for removing the listing from any multiple listing service. The payment of these costs, fees, charges and expenses by Seller shall not waive or limit Broker's right to assert any other claim, cause of action or suit (hereinafter collectively, "Claims") against Seller for Broker's Compensation and /or other damages and shall not release Seller from such Claims. Notwithstanding the above, the amount of such fees, charges, costs and expenses paid by Seller to Broker hereunder shall be an offset against any Claim of Broker for Compensation.

9. WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD. Fraudulent emails 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.

10. Brochures. Brochures referenced herein are prepared courtesy of GAR. The recommendations contained therein are general in nature and may not be applicable to the transaction reflected in this Agreement, and are not intended to either be exhaustive or specific advice that Seller should rely on without Seller first consulting with independent experts and professionals of Seller's own choosing to ensure that Seller is protected.

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

- ☐ GAR CB01 – The ABC's of Agency
- ☐ GAR CB04 – Lead-Based Paint Pamphlet
- ☐ GAR CB07 – Mold Pamphlet
- ☐ GAR CB08 – EPA Home Buyer's and Seller's Guide to Radon Pamphlet
- ☐ GAR CB10 – Protect Yourself When Selling Real Property
- ☐ GAR CB28 – What Buyers and Sellers Should Know About Short Sales and Distressed Properties
- ☐ GAR CB29 – What to Know about Buying Agricultural Land and Land Near Military Bases, Installations and Airports
- ☐ Other: _____
- ☐ Other: _____

11. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addenda conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- ☐ Legal Description Exhibit (F807 or other) " _____ "
- ☐ Lead-Based Paint Exhibit (F316) " _____ "
- ☐ Retainer Fee Exhibit (F149) " _____ "
- ☐ Other: _____
- ☐ Other: _____

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

☐ Additional Special Stipulations (F246) are attached.

BY SIGNING THIS AGREEMENT, SELLER ACKNOWLEDGES THAT: (1) SELLER HAS READ ALL PROVISIONS AND DISCLOSURES MADE HEREIN; (2) SELLER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) SELLER IS NOT SUBJECT TO A CURRENT SELLER BROKERAGE ENGAGEMENT AGREEMENT WITH ANY OTHER BROKER. IF A LICENSEE IS SIGNING THIS AGREEMENT ON BEHALF OF BROKER, LICENSEE WARRANTS THAT LICENSEE HAS FULL AUTHORITY TO SIGN THIS AGREEMENT AND BIND BROKER HERETO.

SELLER'S ACCEPTANCE AND CONTACT INFORMATION

If Seller is a legal entity, this Agreement must be signed by one or more authorized persons, as required in the entity's legal documents. The person's signature must include the capacity in which the person is signing, such as "Trustee", "General Partner", "Manager", "President", etc.

1 Seller's Signature

Print or Type Name

Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's Email Address

☐ Additional Signature Page (F146) is attached.

2 Seller's Signature

Print or Type Name

Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's Email Address

BROKER / BROKER'S AFFILIATED LICENSEE CONTACT INFORMATION

Ansley Real Estate/Christie's International Real Estate
Brokerage Firm

Broker/Affiliated Licensee Signature

Andrea Cueny

Print or Type Name

Date

(404) 695-7040

Licensee's Phone Number

Fax Number

268117

GA Real Estate License Number

ANSA03

MLS Office Code

H-75011

Brokerage Firm License Number

(770) 284-9900

Broker's Phone Number

Fax Number

31 Church Street, Alpharetta, GA 30009

Broker's Address

andrea@ansleyre.com

Licensee's Email Address

Atlanta REALTORS® Association

REALTOR® Membership

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY SELLER.

The above Agreement is hereby accepted _____ o'clock _____ .m. on the date of _____.

Affiliated Business Arrangement Disclosure Statement (SELLER)

To: _____

Property: _____

From: Ansley Atlanta Real Estate, LLC/The Ansley Company,
LLC d/b/a Ansley Real Estate | Christie's International Real
Estate ("Broker")

Date: _____

This is to give you notice that Broker has a business relationship with Navigator Title Services, LLC ("NTS"), Capstone Title Services, LLC, ("CTS") and OriginPoint LLC ("OriginPoint") (collectively, the "Affiliated Companies") and each may refer to you the services of another. Specifically, Compass, Inc., Broker's parent company, indirectly owns 25% of NTS, 37.5% of CTS and 49.9% of OriginPoint. Campbell & Brannon, LLC owns 75% of NTS and 62.5% of CTS. Campbell & Brannon serves as Closing Attorney for transactions involving NTS and CTS, and each may refer to you the services of another.¹

Broker also has a business relationship with Cross Country Mortgage, LLC, an unaffiliated lender ("Lender"). Broker has entered into a Joint Marketing Agreement with Lender under which Lender provides certain services to Broker. These services are not based on referrals to Lender, but because of this business relationship, Broker receives a benefit from Lender.

Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company and/or its affiliates with a financial or other benefit.²

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on or purchase, sale or refinance of the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Service Provider	Service(s) Provided	Charge or Range of Charges
Cross Country Mortgage, LLC	Mortgage	Admin fee \$395 Processing fee \$595 Underwriting fee \$895 Origination fee 0% to 1% of loan
OriginPoint, LLC	Loan Products and Services	Origination Fees (Application, Commitment, Lender, Processing, Origination): \$1,640.00 Discount Fee/Points: 0 – 3% of loan amount. Additional third-party fees may apply.
Campbell & Brannon, LLC Attorneys	Closing Fee	\$595-\$825
	Document Preparation Fee	\$150
	Title Search and Exam Fees	\$275 per property
	Title Update	\$50 (when required)
Capstone Title Services, LLC	Title Insurance	Owner's Policy \$3.35-\$6.80 per \$1,000 of coverage, based on type and total amount (minimum \$200)
Navigator Title Services, LLC		Lender's Policy \$2.50-\$4.95 per \$1,000 of coverage, based on type and total amount (minimum \$200)
		Closing Protection Letter \$50 Additional Fees may apply

ACKNOWLEDGEMENT: I/we have read this disclosure form and understand that the Broker may receive a benefit from the above companies and that Broker and above company may refer me/us to purchase the above-described settlement service(s) from one another and that any such referrals may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

SELLER SIGNATURE _____

DATE _____

SELLER SIGNATURE _____

DATE
02/23/2025 REVISED

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¹ Campbell & Brannon Closings, LLC ("Settlement Agent/Closing Attorney") is an affiliate of Campbell & Brannon, LLC and collectively shall be referred to as "Campbell & Brannon". Compass has no ownership interest in Campbell & Brannon.

² Note that certain employees and real estate agents of Compass and Compass affiliates, including potentially the real estate agent providing you with this disclosure and/or representing you in this transaction, may own stock in Compass, Inc.

COMMUNITY ASSOCIATION DISCLOSURE
EXHIBIT " _____ "

2026 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale of that certain Property known as: 3850 Bridge Creek Drive, Suwanee, Georgia 30024 ("Property").

Seller's Directions for Completing This Community Association Disclosure ("Disclosure"). Seller is encouraged to contact the community association management company, property manager, and/or association board as this Disclosure must be filled out accurately and completely. Seller acknowledges that information regarding community associations can be difficult for buyers to obtain, and Buyer is relying on the information in this Disclosure when deciding whether to purchase the Property. If new information is learned by Seller which materially changes the answers herein, Seller must immediately update and provide Buyer with a revised copy of this Disclosure up until Closing. Notwithstanding Seller's duty to update this Disclosure, any payment obligations incurred by Seller pursuant to this Disclosure due to the under-disclosure of any amount herein will be calculated based on the amount stated on Seller's initial disclosure and not on the amount subsequently provided on any updated disclosure (excluding payment obligations related to the disclosure of special assessments that come Under Consideration after the Binding Agreement Date that are promptly and accurately disclosed to Buyer).

Buyer's Use of Disclosure. While this Disclosure is intended to give the Buyer basic information about the community in which Buyer is purchasing, Buyer should read the covenants and other legal documents for the community ("Covenants") to better understand Buyer's rights and obligations therein. The Buyer is advised to review "What to Consider When Buying Property in a Community Association" (CB16) and/or "What to Consider When Buying Property in a Condominium" (CB19).

A. KEY TERMS AND CONDITIONS.

1. **TYPE OF ASSOCIATION IN WHICH BUYER WILL OR MAY BECOME A MEMBER.** (Select all that apply. The boxes not selected shall not be a part of this Exhibit)

- ☐ Mandatory Membership Condominium Association
☒ Mandatory Membership Property Owners' Association or Homeowners' Association
☐ Mandatory Age Restricted Community
 ☐ All units are occupied by a person 62 or older.
 ☐ At least 80% of the occupied units are occupied by at least one person who is 55 years of age or older
☐ Mandatory Membership Master Association
☐ Optional Voluntary Association
☐ Voluntary Transitioning to Mandatory (Buyer shall be a ☐ voluntary or ☐ mandatory member)

2. **CONTACT INFORMATION FOR ASSOCIATION(S).**

- a. Name of Association: BRIDGE RIDGE HOMEOWNERS ASSOCIATION, INC.
Contact Person / Title: STEVE LAW
Association Management Company: CMA
Telephone Number: 404-835-9236 Email Address: ASTEPHENSON@CMACOMMUNITIES.COM
Mailing Address: _____ Website: _____
- b. Name of Master Association: _____
Contact Person / Title: _____
Association Management Company: _____
Telephone Number: _____ Email Address: _____
Mailing Address: _____ Website: _____

3. **ANNUAL REGULAR ASSESSMENTS ("ASSOCIATION DUES").**

- a. The Association Dues are paid in the following installment(s): (select the box(es) that reflect how dues are paid. Any box(es) not checked are not part of this Agreement):
- ☐ \$ _____ per year;
☐ \$ _____ per month;
☐ \$ _____ per quarter;
☒ \$ 600.00 semi-annually;
☐ If applicable, Buyer will be required to pay a mandatory Fee for _____, which is currently \$ _____ per _____. This Fee does not include Special Assessments, Transfer, Initiation, and Administrative Fees, utility expenses billed based upon usage, or move-in and move-out fees.

b. If applicable, the Association Dues for the Master Association are paid in the following installment(s): (select the box(es) that reflect how dues are paid. Any box(es) not checked are not part of this Agreement):

- ☐ \$ _____ per year;
☐ \$ _____ per month;
☐ \$ _____ per quarter;
☐ \$ _____ semi-annually;

☐ If applicable, Buyer will be required to pay a mandatory Fee for _____, which is currently \$ _____ per _____. This Fee does not include Special Assessments, Transfer, Initiation, and Administrative Fees, utility expenses billed based upon usage, or move-in and move-out fees.

4. SPECIAL ASSESSMENTS.

- a. Buyer's total portion of all Special Assessments Under Consideration is \$ _____.
b. Buyer's total portion of all adopted Special Assessments is \$ _____.
c. Adopted Special Assessments shall be paid as follows: (Select all that apply. The boxes not selected shall not be a part of this Agreement) ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually ☐ Other: _____

5. TRANSFER, INITIATION, AND ADMINISTRATIVE FEES.

Buyer will pay \$ 1800.00 for all Transfer, Initiation, and Administrative fees. Seller will pay any Transfer, Initiation, and Administrative Fees above this amount.

6. OTHER ASSOCIATION EXPENSES (IF APPLICABLE).

a. **Utility Expenses.** Buyer is required to pay for utilities which are billed separately by the Association at a rate that may vary depending on usage and are in addition to any other Association Dues. The Association bills separately for:

- ☐ Electric ☐ Water/Sewer ☐ Natural Gas ☐ Cable TV ☐ Internet ☐ Other: _____

ASSESSMENTS PAY FOR FOLLOWING SERVICES, AMENITIES, AND COSTS. The following services, amenities, and costs are included in the Association annual assessment. (Select all which apply. Items not selected in subsections (a) and (b) below shall not be part of this Agreement).

a. For Property costs include the following:

- | | | | |
|---|---|--|---|
| ☐ Cable TV | ☐ Natural Gas | ☐ Pest Control | ☒ Other: <u>TRASH PICK-UP</u> |
| ☐ Electricity | ☐ Water | ☐ Termite Control | ☐ Other: _____ |
| ☐ Heating | ☐ Hazard Insurance | ☐ Dwelling Exterior | ☐ Other: _____ |
| ☐ Internet Service | ☐ Flood Insurance | ☐ Yard Maintenance | ☐ Other: _____ |

b. Common Area / Element Maintenance costs include the following:

- | | | | |
|---|--|---|---|
| ☐ Concierge | ☒ Pool | ☒ Hazard Insurance | ☐ Road Maintenance |
| ☐ Gate Attendant | ☒ Tennis Court | ☒ Flood Insurance | ☐ Other: _____ |
| ☒ All Common Area Utilities | ☐ Golf Course | ☒ Pest Control | ☐ Other: _____ |
| ☒ All Common Area Maintenance | ☒ Playground | ☒ Termite Control | ☐ Other: _____ |
| ☐ Internet Service | ☐ Exercise Facility | ☒ Dwelling Exterior | ☐ Other: _____ |
| | ☐ Equestrian Facility | ☒ Grounds Maintenance | ☐ Other: _____ |
| | ☐ Marina/Boat Storage | ☒ Trash Pick-Up | ☐ Other: _____ |

7. **LITIGATION.** There ☐ IS or ☒ IS NOT any threatened or existing litigation relating to alleged construction defects in the Association in which the Association is involved. If there is such threatened or existing litigation, please summarize the same below:

☐ Check if additional pages are attached.

8. **VIOLATIONS.** Seller ☐ HAS or ☒ HAS NOT received any notice or lawsuit from the Association(s) referenced herein alleging that Seller is in violation of any rule, regulation, or Covenant of the Association. If Seller has received such a notice of violation or lawsuit, summarize the same below and the steps Seller has taken to cure the violation.

☐ Check if additional pages are attached.

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.

1. TYPE OF ASSOCIATION IN WHICH BUYER WILL OR MAY BECOME A MEMBER.

- a. **Community Associations Defined:** Community Associations shall mean every type of voluntary or mandatory membership community association including, but not limited to, condominium associations, property owners' associations, homeowners associations, master associations, age restricted communities, and cooperatives. Some large or complex communities have one or more layers of associations, master associations, and sub-associations responsible for the administration of different portions of a community. While owners normally pay assessments to one association, that association may be responsible for making assessment payments to other associations. In other cases, an owner may be responsible for paying assessments directly to multiple associations.
- b. **Purpose:** The primary purpose of a Community Association is to operate and administer the community, pay for common expenses, and enforce the Covenants.
- c. **Disclosure and Acknowledgement Regarding Fees:** Owners of real property in communities where there is a mandatory membership Community Association are obligated to pay certain recurring dues, fees, charges, expenses, and assessments (collectively "Fee") to the Association. Fees can and do increase over time and, on occasion, there may be the need for a Special Assessment, which is a Fee levied on owners to fund specific Community Association improvements or projects ("Special Assessment"). Except as otherwise specifically stated herein, Buyer assumes the risk of and shall pay any Fees that increase or come Under Consideration (as that term is defined below) after Closing.

2. CONTACT INFORMATION FOR ASSOCIATION(S).

- a. **Consent of Buyer to Reveal Information to Association(s):** Buyer hereby authorizes closing attorney to provide the Association with any contact information for the Buyer in its possession. The closing attorney may rely on this authorization.

3. ANNUAL REGULAR ASSESSMENTS.

- a. **Buyer shall** a) any accurately disclosed pre-paid Association Dues (excluding Special Assessments) due at Closing for a period of time after Closing.
- b. **Seller shall pay** a) all Fees owing on the Property which come due before the Closing so that the Property is sold free and clear of liens and monies owed to the Association and any Association Dues in excess of the sum disclosed in Section A(3) above for the remainder of the Association(s) fiscal year (which may or may not be based on a calendar year) in which this Agreement closes.

4. SPECIAL ASSESSMENTS

- a. **Under Consideration:** For all purposes herein, the term "Under Consideration" with reference to a Special Assessment shall mean that a notice of a meeting at which a Special Assessment will be voted upon, has been sent to the members of the Association. If a Special Assessment(s) has been voted upon and rejected by the members of the Association, it shall not be deemed to be Under Consideration by the Association. ALL PARTIES AGREE THAT NEITHER SELLER NOR BROKER SHALL HAVE ANY OBLIGATION TO DISCLOSE ANY POSSIBLE SPECIAL ASSESSMENT IF IT IS NOT YET UNDER CONSIDERATION, AS THAT TERM IS DEFINED HEREIN.
- b. **Payment of Undisclosed Special Assessments:** With respect to Special Assessments Under Consideration or approved before Binding Agreement Date that are either not disclosed or are not disclosed accurately by Seller to Buyer, Seller shall be liable for and shall reimburse Buyer for that portion of the Special Assessment(s) that was either not disclosed or was not disclosed accurately.
- c. **Payment of Disclosed Special Assessments:** With respect to Special Assessments, Under Consideration or approved and accurately disclosed above, if an unpaid Special Assessment is due but may be paid in installments, it shall be deemed to be due in installments for purposes of determining whether it is to be paid by Buyer or Seller. Installment payments due prior to or on Closing shall be paid by the Seller; and installment payments due subsequent to Closing shall be paid by the Buyer. Otherwise, the Special Assessment shall be paid by the party owning the Property at the time the Special Assessment is first due.
- d. **Special Assessments Arising after Binding Agreement Date and Prior to Closing:** With respect to Special Assessments that only come Under Consideration after the Binding Agreement Date and prior to Closing and are disclosed by Seller to Buyer, within seven (7) business days of the date of the notice of a meeting at which a Special Assessment will be voted upon:
 - I. If the Special Assessment(s) is adopted that portion due prior to or on Closing shall be paid by the Seller; and
 - II. Notwithstanding the above, if the Buyer's portion of any and all Special Assessment(s) that come Under Consideration after the Binding Agreement Date and prior to Closing is in excess of the sum of annual Association Dues disclosed in Section A(4) above, Buyer shall have the right, but not the obligation to terminate the Agreement upon Notice to Seller, provided that Buyer terminates the Agreement within five (5) days from being notified of the above, after which Buyer's right to terminate shall be deemed waived; and
 - III. With respect to Special Assessments that only come Under Consideration after the Binding Agreement Date and prior to Closing, Seller shall be liable for and shall reimburse Buyer for that portion of the Special Assessment(s) that was either not timely disclosed or not disclosed accurately.
- e. **Special Assessments Arising After Closing:** Buyer shall pay all Special Assessments that come Under Consideration after Closing.
- f. **Seller Warranty:** Seller warrants that Seller has accurately and fully disclosed all Special Assessment(s) passed or Under Consideration to Buyer and will timely notify Buyer as set forth above if a Special Assessment comes Under Consideration after the Binding Agreement Date and prior to Closing. This warranty and all payment obligations in Section 4 shall survive the Closing.

5. TRANSFER, INITIATION, AND ADMINISTRATIVE FEES.

- a. **Buyer Pays:** Buyer shall pay any initiation fee, capital contribution, new member fee, transfer fee, new account set-up fee, fees similar to the above but which are referenced by a different name, one-time fees associated with closing of the transaction and fees to transfer keys, gate openers, fobs and other similar equipment (collectively, "Transfer, Initiation, and Administrative Fees") to the extent the total amount due is accurately disclosed in Section A.5 above.

b. **Seller Pays:** Seller shall pay Transfer, Initiation, and Administrative Fees in excess of the amount disclosed in Section A.5 above. In the event Seller fills in the above blank with "N/A", or anything other than a dollar amount, or is left empty, it shall be the same as Seller filling in the above blank with \$0.00. All Transfer, Initiation, and Administrative Fees paid by Seller pursuant to this section are considered actual Seller fees and are not a Seller concession or contribution to the Buyer's cost to close.

6. OTHER ASSOCIATION EXPENSES.

- a. **Closing Letter:** Seller shall pay the cost of any Association account statement or clearance letter ("Closing Letter") including all amounts required by the Association or management company to be pre-paid in order to obtain such Closing Letter. Seller shall not be reimbursed at Closing for any amounts prepaid in order to obtain the Closing Letter. Within two (2) days of notice from the closing attorney, Seller shall pay for the Closing Letter as instructed by the closing attorney. Seller's failure to follow the instructions of the closing attorney may cause a delay in Closing and/or result in additional fees being charged to Seller. Closing Letter fees are not Transfer, Initiation, and Administrative Fees, Association Dues, or Special Assessments and shall be paid by the Seller regardless of the amount disclosed by Seller elsewhere herein.
- b. **Move-In/Move-Out Fees:** Move-in and move-out Fees are not Transfer, Initiation, and Administrative Fees, Annual Assessments or Special Assessments and shall be paid as set forth below regardless of the amount disclosed by Seller elsewhere herein:
- I. Seller shall pay any Seller move-out Fees, foreclosure Fees or other fees specifically intended by the Association to be paid by Seller; and
 - II. Buyer shall pay any Buyer move-in Fees, including security deposits and Fees to reserve an elevator.

1 Buyer's Signature

Print or Type Name

Date

2 Buyer's Signature

Print or Type Name

Date

☐ Additional Signature Page (F267) is attached.

1 Seller's Signature

Print or Type Name

Date

2 Seller's Signature

Print or Type Name

Date

☐ Additional Signature Page (F267) is attached.

SELLER'S PROPERTY DISCLOSURE STATEMENT
EXHIBIT " _____ "

2026 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of _____ for the Property (known as or located at: _____, Georgia, _____). This Statement is intended to make it easier for Seller to fulfill Seller's legal duty to disclose hidden defects in the Property of which Seller is aware. Seller is obligated to disclose such defects even when the Property is being sold "as-is."

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS STATEMENT.

In completing this Statement, Seller agrees to:

- (1) answer all questions in reference to the Property and the improvements on the Property;
- (2) answer all questions fully, accurately and to the actual knowledge and belief of all Sellers (hereinafter, collectively "Knowledge");
- (3) provide additional explanations to all "yes" answers in the corresponding Explanation section below each group of questions (including providing to Buyer any additional documentation in Seller's possession), unless the "yes" answer is self-evident;
- (4) if prior to Closing there are any material changes in the answers to any of the questions, Seller shall promptly revise the Statement and provide it to the Buyer and any Broker involved in the transaction.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. Caveat emptor or "buyer beware" is the law in Georgia. Buyer should conduct a thorough inspection of the Property. If Seller has not occupied or recently occupied the Property, Seller's Knowledge of the Property's condition may be limited. Buyer is expected to use reasonable care to inspect the Property and confirm that it is suitable for Buyer's purposes. If an inspection of the Property reveals problems or areas of concern that would cause a reasonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" answer to a question means "yes" or "no" to the actual Knowledge and belief of all Sellers of the Property. In other words, if a Seller answers "no" to a question, it means Seller either affirmatively knows that the answer to the question is "no" or has no Knowledge whether such condition exists on the Property. As such, Seller's answers should not be taken as a warranty or guaranty of the actual condition of the Property, nor a substitute for Buyer doing its own due diligence.

C. SELLER DISCLOSURES.

1. GENERAL:	YES	NO
(a) What year was the main residential dwelling constructed? <u>2000</u>		
(b) Is the Property vacant?		☒
If yes, how long has it been since the Property has been occupied? _____		
(c) Is the Property or any portion thereof leased?		☒
(d) Has the Property been designated as historic or in a historic district where permission must be received to make modifications and additions?		☒

EXPLANATION:

2. COVENANTS, FEES, and ASSESSMENTS:	YES	NO
(a) Is the Property subject to a recorded Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") or other similar restrictions?	☒	
(b) Is the Property part of a condominium or community in which there is a community association? IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT" GAR F322.	☒	

EXPLANATION:

3. LEAD-BASED PAINT:	YES	NO
(a) Was any part of the residential dwelling on the Property or any painted component, fixture, or material used therein constructed or manufacture prior to 1978? IF YES, THE "LEAD-BASED PAINT EXHIBIT" GAR F316 MUST BE EXECUTED BY THE PARTIES AND THE "LEAD-BASED PAINT PAMPHLET" GAR CB04 MUST BE PROVIDED TO THE BUYER.		☒

4. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:	YES	NO
(a) Has there been any settling, movement, cracking or breakage of the foundations or structural supports of the improvements?		X
(b) Have any structural reinforcements or supports been added?		X
(c) Have there been any additions, structural changes, or any other major alterations to the original improvements or Property, including without limitation pools, carports or storage buildings?		X
(d) Has any work been done where a required building permit was not obtained?		X
(e) Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)?		X
(f) Have any notices alleging such violations been received?		X
(g) Is any portion of the main dwelling a mobile, modular or manufactured home?		X
(h) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?		X

EXPLANATION:

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Has any part of the HVAC system(s) been replaced during Seller's ownership?	X	
(b) Date of last HVAC system(s) service: <u>2025</u>		
(c) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?		X
(d) Is any portion of the heating and cooling system in need of repair or replacement?		X
(e) Does any dwelling or garage have aluminum wiring other than in the primary service line?		X
(f) Are any fireplaces decorative only or in need of repair?		X
(g) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		X
(h) Is there any Spray Polyurethane Foam (SPF) insulation in the Property?		X
(i) Are any systems/components subject to a lease or rental payment plan (i.e. HVAC, security system, appliances, alternate energy source systems, propane/fuel tanks, etc.)?		X
(j) Are there any remotely accessed thermostats, lighting systems, security camera, video doorbells, locks, appliances, etc. servicing the Property?	X	

EXPLANATION: -MAIN A/C UNIT REPLACED 2020

-UPSTAIRS A/C UNIT REPLACED 2025

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) Approximate age of water heater(s): <u>2024</u> years		
(b) What is the drinking water source: ☒ public ☐ private ☐ well		
(c) If the drinking water is from a well, give the date of last service: _____		
(d) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink? If yes, date of testing: _____		
(e) What is the sewer system: ☒ public ☐ private ☐ septic tank		
(f) If the Property is served by a septic system, how many bedrooms was the septic system approved for by health department or other governmental authority? _____		
(g) Is the main dwelling served by a sewage pump?		X
(h) Has any septic tank or cesspool on Property ever been professionally serviced? If yes, give the date of last service: _____		
(i) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?		X
(j) Is there presently any polybutylene plumbing, other than the primary service line?		X
(k) Has there ever been any damage from a frozen water line, spigot, or fixture?		X

EXPLANATION:

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: <u>7</u> years.		
(b) Has any part of the roof been repaired during Seller's ownership?	☒	
(c) Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?		☒
EXPLANATION: <u>REPLACE ROOF DUE TO AGE</u> <u>- HAIL + WIND DAMAGE -</u>		

8. FLOODING AND WATER INTRUSION:	YES	NO
(a) Excluding water intrusion caused by plumbing, has there been any water intrusion or physical damage to the Property and/or its improvements and/or contents caused by water from the exterior of the improvements ("Flood")?		☒
(b) Has there been any insurance claim covered under the National Flood Insurance Program or a private flood insurance policy?		☒
(c) Have any repairs been made to the Property or improvements located on such Property as a result of a Flood (regardless of whether any insurance claim was filed)?		☒
(d) Have you received any notification regarding the designation of the Property as a Repetitive Loss Property or Severe Repetitive Loss Property?		☒
(e) Has there been any material erosion affecting the Property?		☒
(f) Has Seller received notification to obtain and maintain flood insurance under federal law (such as because of a previous form of disaster assistance received by any owner of the Property)?		☒
(g) Is flood insurance required by current mortgagee?		☒
(h) Does any part of the Property fall within a 100-year or 500-year floodplain as designated by the Federal Emergency Management Agency?		☒
(i) Are there any retention ponds, detention ponds or similar facilities on the Property?		☒
(j) Are there any streams, springs, or ponds on the Property that only flow or are only visible during certain times of the year?	☒	
EXPLANATION: <u>JOHNS CREEK "CREEK" RUNS BEHIND MY PROPERTY BUT</u> <u>NOT "ON" MY PROPERTY</u>		

9. SOIL AND BOUNDARIES:	YES	NO
(a) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?		☒
(b) Is there now or has there ever been any visible soil settlement or movement?		☒
(c) Are there any shared improvements which benefit or burden the Property, including, but not limited to a shared dock, septic system, well, driveway, alleyway, or private road?		☒
(d) Are there presently any encroachments, unrecorded easements, unrecorded agreements regarding shared improvements, or boundary line disputes with a neighboring property owner?		☒
(e) Are there any underground pipelines crossing the Property that do not serve the Property?		☒
EXPLANATION:		

10. TERMITES, DRY ROT, PESTS, and WOOD DESTROYING ORGANISMS:	YES	NO
(a) Are you aware of any wildlife accessing the attic or other interior portions of the residence?		X
(b) Is there any damage or hazardous condition resulting from such wildlife intrusion; from insects (such as termites, bees and ants); or by fungi or dry rot?		X
(c) Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?	X	
If yes, what is the cost to transfer? \$ _____ What is the annual cost? <u>330.00 / PER YR</u>		
If yes, company name/contact: <u>TERMINIX</u>		
Coverage: ☐ re-treatment and repair ☒ re-treatment ☒ periodic inspections only		
Expiration Date <u>03/2027</u> Renewal Date <u>03/2027</u>		

EXPLANATION:

11. ENVIRONMENTAL, HEALTH, and SAFETY CONCERNS:	YES	NO
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?		X
(b) Has Methamphetamine ("Meth") ever been produced on the Property?		X
(c) Have there ever been adverse test results for radon, lead, mold or any other potentially toxic or environmentally hazardous substances?		X

EXPLANATION:

12. LITIGATION and INSURANCE:	YES	NO
(a) Is there now or has there been any litigation therein alleging negligent construction or defective building products?		X
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?		X
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?		X
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?		X
(e) Is the Property subject to a threatened or pending condemnation action?		X
(f) How many insurance claims have been filed during Seller's ownership? <u>1</u>		

EXPLANATION:

INSURANCE CLAIM - ROOF

13. OTHER HIDDEN DEFECTS:	YES	NO
(a) Are there any other hidden defects that have not otherwise been disclosed?		X

EXPLANATION:

14. AGRICULTURAL DISCLOSURE:**YES****NO**

(a) Is the Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?

(b) Is the Property receiving preferential tax treatment as an agricultural property?

It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.

ADDITIONAL EXPLANATIONS (If needed):**D. FIXTURES CHECKLIST**

1. Directions on How to Generally Fill Out Fixtures Checklist. REGARDLESS OF WHETHER AN ITEM IS A FIXTURE OR NOT, SELLER SHALL HAVE THE RIGHT TO REMOVE ALL ITEMS ON THE FIXTURES CHECKLIST BELOW THAT ARE LEFT BLANK. THE ITEMS ON THE CHECKLIST BELOW THAT ARE CHECKED OR MARKED SHALL REMAIN WITH THE PROPERTY. Unless otherwise indicated, if an item is left blank, the Seller may remove all of that item from the Property. For example, if "Refrigerator" is left blank, Seller shall remove all Refrigerators on the Property, unless otherwise noted. Similarly, if "Refrigerator" is checked or marked in the Fixtures Checklist, then all refrigerators shall remain with the Property unless otherwise noted. This Fixtures Checklist is intended to supersede the common law of fixtures with regard to the items identified below. The common law of fixtures shall apply to all items not identified on this Fixtures Checklist.

2. Items Not Remaining with the Property. Items identified as not remaining with the Property that are physically attached to the Property shall be carefully removed from the Property in a manner designed to do minimal damage, but such items do not need to be replaced with a similar item. Seller shall make reasonable efforts to repair areas damaged by the removal of an item. Reasonable efforts to repair damage shall not extend to painting newly exposed areas that do not match the surrounding paint color. (Seller is encouraged, but shall not be required, to remove fixtures not remaining with the Property prior to marketing the Property for sale). Seller shall remove all items left blank below prior to Closing or the transfer of possession, whichever is later. Seller shall lose the right to remove those items not timely removed but shall be liable to Buyer for the reasonable cost of disposing such items provided that Buyer disposes of them within 30 days after Closing or the transfer of possession, which is later.

3. Items Remaining with Property. Items identified as remaining with the Property shall mean those specific items, including any solely necessary or required controller, as they existed in the Property as of the Offer Date. No such item shall be removed from the Property unless it is broken or destroyed. In the event such item is removed, it shall be replaced with a substantially identical item, if reasonably available. If not reasonably available, it shall be replaced with a substantially similar item of equal quality and value, or better. The same or newer model of the item being replaced in the same color and size and with the same functions or better shall be considered substantially identical. Once the Seller's Property is under contract, the items that may be removed and taken by the Seller, as reflected in this Seller's Property Disclosure Statement, may only be amended with the written consent of the Buyer of the Property.

Appliances

- ☒ Clothes Dryer
- ☒ Clothes Washing Machine
- ☒ Dishwasher
- ☒ Garage Door Opener
- ☒ Garbage Disposal
- ☒ Ice Maker
- ☒ Microwave Oven
- ☒ Oven
- ☐ Range
- ☐ Refrigerator w/o Freezer
- ☒ Refrigerator/Freezer
- ☐ Free Standing Freezer
- ☒ Surface Cook Top
- ☐ Trash Compactor
- ☐ Vacuum System
- ☐ Vent Hood
- ☐ Warming Drawer
- ☐ Wine Cooler

Home Media

- ☐ Amplifier
- ☐ Cable Jacks
- ☐ Cable Receiver
- ☐ Cable Remotes
- ☐ Intercom System
- ☐ Internet HUB
- ☐ Internet Wiring
- ☐ Satellite Dish
- ☐ Satellite Receiver
- ☐ Speakers
- ☐ Speaker Wiring
- ☒ Switch Plate Covers

- ☐ Television (TV)
- ☐ TV Antenna
- ☒ TV Mounts/Brackets
- ☐ TV Wiring

Interior Fixtures

- ☒ Ceiling Fan
- ☒ Chandelier
- ☒ Closet System
- ☒ Fireplace (FP)
- ☒ FP Gas Logs
- ☒ FP Screen/Door
- ☐ FP Wood Burning Insert
- ☒ Light Bulbs
- ☒ Light Fixtures
- ☒ Mirrors
- ☐ Wall Mirrors
- ☒ Vanity (hanging) Mirrors
- ☐ Shelving Unit & System
- ☒ Shower Head/Sprayer
- ☐ Storage Unit/System
- ☒ Window Blinds (and Hardware)
- ☐ Window Shutters (and Hardware)
- ☒ Window Draperies (and Hardware)
- ☒ Unused Paint

Landscaping / Yard

- ☐ Arbor
- ☐ Awning
- ☐ Basketball Post and Goal

- ☐ Birdhouses
- ☐ Boat Dock
- ☐ Fence - Invisible
- ☐ Dog House
- ☐ Flag Pole
- ☐ Gazebo
- ☐ Irrigation System
- ☐ Landscaping Lights
- ☒ Mailbox
- ☐ Out/Storage Building
- ☐ Porch Swing
- ☐ Statuary
- ☐ Stepping Stones
- ☐ Swing Set
- ☐ Tree House
- ☐ Trellis
- ☐ Weather Vane

Recreation

- ☐ Aboveground Pool
- ☒ Gas Grill
- ☐ Hot Tub
- ☐ Outdoor Furniture
- ☐ Outdoor Playhouse
- ☐ Pool Equipment
- ☐ Pool Chemicals
- ☐ Sauna

Safety

- ☒ Alarm System (Burglar)
- ☒ Alarm System (Smoke/Fire)
- ☒ Security Camera
- ☐ Carbon Monoxide Detector
- ☒ Doorbell
- ☒ Door & Window Hardware

- ☐ Fire Sprinkler System
- ☐ Gate
- ☐ Safe (Built-In)
- ☒ Smoke Detector
- ☐ Window Screens

Systems

- ☐ A/C Window Unit
- ☐ Air Purifier
- ☐ Whole House Fan
- ☐ Attic Ventilator Fan
- ☐ Ventilator Fan
- ☐ Car Charging Station
- ☐ Dehumidifier
- ☐ Generator
- ☐ Humidifier
- ☐ Propane Tank
- ☐ Propane Fuel in Tank
- ☐ Fuel Oil Tank
- ☐ Fuel Oil in Tank
- ☐ Sewage Pump
- ☐ Solar Panel
- ☐ Sump Pump
- ☒ Thermostat
- ☐ Water Purification System
- ☐ Water Softener System
- ☐ Well Pump

Other

- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

Clarification Regarding Multiple Items. Items identified above as remaining with Property where Seller is actually taking one or more of such items shall be identified below. For example, if "Refrigerator" is marked as staying with the Property, but Seller is taking the extra refrigerator in the basement, the extra refrigerator and its location shall be described below. This section shall control over any conflicting or inconsistent provisions contained elsewhere herein.

REFRIGERATOR / FREEZER IN GARAGE NOT TO REMAIN

Items Needing Repair. The following items remaining with Property are in need of repair or replacement:

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

Buyer acknowledges receipt of this Seller's Property Disclosure Statement.

1 Buyer's Signature

Print or Type Name

Date

2 Buyer's Signature

Print or Type Name

Date

☐ Additional Signature Page (F267) is attached.

SELLER'S REPRESENTATION REGARDING THIS STATEMENT

Seller represents that the questions in this Statement have been answered to the actual knowledge and belief of all Sellers of the Property.

1 Seller's Signature

Print or Type Name

Date

2 Seller's Signature

Print or Type Name

Date

☐ Additional Signature Page (F267) is attached.

ANSLEY

REAL ESTATE

Utility Information Sheet

Property Address: 3850 Bridle Creek Drive

Please check the utilities that are pertinent to your property and give a monthly average where requested.

GAS - Monthly Avg: _____

- ☐ Atlanta Gas Light (770) 994-1946
- ☐ Georgia Natural Gas (888) 442-7489
- ☐ Gas Key (877) 427-1539
- ☐ Infinite Energy Inc. (877) 342-5434
- ☐ Scana Energy (877) 467-2262
- ☐ Shell Energy (877) 677-4355
- ☐ Southern Company (866) 762-6427
- ☐ City of Buford (678) 889-4600
- ☐ Gas South (866) 354-5331

☒ Other: TRUE GAS

WATER - Monthly Avg: _____

- ☐ City of Alpharetta (770) 475-9566
- ☐ City of Gainesville (770) 535-6878
- ☐ City of Woodstock (770) 926-4475
- ☐ Cobb County (770) 423-1000
- ☐ Dekalb County (404) 378-4475
- ☒ Forsyth County (770) 781-2160
- ☐ Fulton County (404) 730-6830
- ☐ Gwinnett County (678) 376-6800
- ☐ Marietta Water (770) 794-5150

☐ Other: _____

ELECTRIC - Monthly Avg: _____

- ☐ Cobb EMC (770) 429-2100
- ☐ Georgia Power (888) 660-5890
- ☐ Greystone Power (770) 942-6576
- ☐ Jackson EMC (770) 536-2415
- ☐ Marietta Power (770) 794-5150
- ☒ Sawnee EMC (770) 887-2363
- ☐ WSA (770) 949-7617
- ☐ Walton EMC (770) 972-2917

☐ Other: _____

SANITATION

- ☐ City of Alpharetta (770) 475-9566
- ☐ City of Buford (678) 889-4600
- ☐ City of Roswell (770) 641-3759
- ☐ BFI Waste (770) 339-9393
- ☐ Fulton County (770) 475-9466
- ☒ Red Oak (770) 536-7868
- ☐ Robertson (770) 944-4974
- ☐ Waste Management (770) 926-3999

☐ Paid In Tax Bill

☐ Other: _____

HOMEOWNERS INFORMATION

- ☐ Optional ☐ Mandatory ☐ None
- ☐ Annual Dues:
- ☐ Includes Swim/Tennis
- ☐ Initiation Fee:

☒ Lawn Maintenance - Joe Lewis

☐ Water

☐ Contact Names: _____

☐ Contact Number: _____

COMMUNICATIONS

- ☒ AT&T (800) 288-2020
- ☐ Charter (855) 757-7328
- ☒ Comcast (800) 934-6489
- ☐ DirectTV (800) 490-4388
- ☐ Dish Network (800) 333-3474