

**GA - Exclusive Listing Agreement With Limited Service Stipulations**

Date: \_\_\_\_\_ 20 \_\_\_\_\_

(THIS IS THE DATE YOU WANT THE PROPERTY LISTED IN THE MLS & THE AGREEMENT TO BEGIN) (AS YOU GO THROUGH THE PROCESS, PLEASE TAKE NOTES ON A SEPARATE PAGE OF PROCEDURES OR FOR QUESTIONS)

1. This Limited Service Listing agreement is between Property Systems "Broker", and "Seller/Owner"(s) listed below.

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(Write All Owner's Names Above. The Names Must Match The County Tax Records To Be Valid And To Be Placed On The Market. No Assignment/Flip Properties Are Allowed. The Property Must Be Owned By The Above Names, Or The Attorney In Fact Must Sign To Be Listed. If A Corporation, Please Attach Supporting Documents)

**2. AUTHORITY TO SELL PROPERTY:**

YES - NO (CIRCLE ONE) Owner has previous experience selling real estate as a Principal.

Seller understands the herein agreement is an Exclusive Listing Agreement With Limited Services and is a "For Sale By Owner With An MLS Partner and an Exclusive Listing" and not "100% FSBO" Owner will communicate with buyers and agents of the type of brokerage agreement.

Owner is aware administrative fees, and FMLS fees are due and payable regardless of the procuring cause of a purchaser and will be collected per the agreement. The payment of all fees will survive the herein agreement and closing.

\_\_\_\_\_ - Owner Initial(s) To Acknowledge Agreement Type

RA - Broker's Initial(s) To Acknowledge Agreement Type

Seller grants Broker the exclusive authority granted within this Limited Service Listing Agreement to sell the real and personal Property (collectively "Property"), at the price and terms described below,

beginning the date this agreement is fully executed by the Seller(s) and delivered to the Broker ("Effective Date") and terminating (OWNER CIRCLES AGREEMENT EXPIRATION DATE. PLEASE MATCH THE LISTING TERM WITH YOUR PACKAGE. THERE IS A MINIMUM OF 3 MONTHS PER MLS BY LAWS) 3 – 4 – 5 – 6 – 7 – 8 – 9 – 10 11 - 12 months from the date of this agreement. Seller represents and warrants that Seller is legally entitled to convey the Property and all improvements to the Property. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state, or local law. Any excess months not included in your plan will be billed separately.

Owner certifies the subject property is not in arrears on mortgage payments, or presently in the foreclosure process or legal proceedings with a law suit, or the Internal Revenue Service.

### 3. DESCRIPTION OF PROPERTY:

a. Street Address:

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Listing Price: \$\_\_\_\_\_

Type of Property & Characteristics – (CIRCLE ANY THAT APPLY)  
Single Family – Condominium – Town Home – Lot – Land – Water  
Front – Rental Unit Now – Commercial – Vacant – Occupied – Well –  
Public Water - Sewer – Septic System

Ownership Type – (CIRCLE ONE) - Fee Simple – Condominium – Co  
Operative - Estate

b. Parcel I.D. From County Tax Records:

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c. County:

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d. Square Footage – Physical Data - Property Taxes:

Square Footage Of Structure(s) Is:

Source: (Circle) - Appraisal – County Tax Records – Owner  
Square Footage/Acreage Of Lot/Land Is:

Source: (Circle) - Appraisal – County Tax Records – Owner

Bedrooms \_\_\_\_\_

Bathrooms (Full) \_\_\_\_\_

Bathrooms (Half) \_\_\_\_\_

The city and county property taxes for the last period are:

\$ \_\_\_\_\_

Elementary School \_\_\_\_\_

Middle School \_\_\_\_\_

High School \_\_\_\_\_

Owner certifies all final pictures are posted and uploaded to their property web site to be uploaded in the MLS. Owner will submit pictures in JPG format. PNG format is not compliant with all MLS systems. Owner also agrees to have a front picture of the property with out a For Sale By Owner sign.

e. MLS – A/K/A Multiple Listing Services

Seller's flat fee package includes I-MLS, FMLS and GAMLS.

1. INCLUDED - I-MLS/WebListingBroker.com – This is the internal MLS of broker. The subject property is entered in this system at the time of your order.

2. INCLUDED – FMLS.com – Covers the State of Georgia. FMLS is a competitor of local small board MLS systems.  
(The Fee of .0012 X Sales Price Will Be Due When Property Is In Escrow and is paid to FMLS only if the property closes)
3. INCLUDED – GAMLS.com - Georgia MLS – Covers the State of Georgia. GA MLS is a competitor of local small board MLS systems.

Owner instructs broker to market the property at a minimum in the above systems per the MLS by laws and compulsory areas. This includes guidelines on square footage and personal characteristics of the property. The published listing data submitted by Owner is contingent upon compliance with the MLS bylaws. Owner acknowledges the property can be listed with one broker in an exclusive listing agreement.

OPTIONAL - Owner will circle any of the below optional MLS systems and broker will send invoice. Pricing can be found at [www.save-commission.com](http://www.save-commission.com)

1. OPTIONAL - EZMLS – [www.EZMLS.com](http://www.EZMLS.com) - Covers the State of Georgia and all 50 states.
2. OPTIONAL - Lake Country/Lake Oconee MLS – Covers the Lake Oconee/Greensboro Area. MLS By laws will not allow a For Sale By Owner sign.
3. OPTIONAL – Augusta, Georgia Multiple Listing Service – Covers the Augusta Area & The South Carolina Towns Across The River – MLS By laws will not allow a For Sale By Owner sign.
4. OPTIONAL – Albany, Georgia Multiple Listing Service AKA South West Georgia MLS – Covers the Albany Metro area and surrounding rural areas.
5. OPTIONAL - Athens, Georgia Multiple Listing Service – Covers the Athens Metro area. MLS By laws will not allow a For Sale By Owner sign.

6. OPTIONAL – LoopNet – A National 50 state MLS Database for incoming producing properties.

7. OPTIONAL – Broker will send owner an invoice for one time unlimited administrative services at the beginning of the listing term. This invoice is optional and Owner can choose a la carte administrative services.

\_\_\_\_\_ - Owner Initial(s) To Acknowledge Available MLS Systems



\_\_\_\_\_ - Broker's Initial(s) To Acknowledge Available MLS Systems

f. Personal Property - Owner will list any personal property not included in the purchase price on the Seller's Disclosure Statement and Personal Property Exhibit.

g. Legal Description – Owner will attach/hand write the legal description as Exhibit B.

h. Offer Management & Presentation – Broker will solicit offers from prospective buyers (with or without agents) via on line portals at [www.weblistingbroker.com](http://www.weblistingbroker.com) and [www.propertysystems.com](http://www.propertysystems.com) When an offer is presented via these portals, Owner will receive an automated Net To Seller work sheet and accept, reject, or counter any terms in writing via e mail and send to the buyer or their agent. Owner acknowledges the net to seller work sheet is automated and may not include all credits and debits. Offers may also be received and presented to Broker via E Sign documents. Broker will forward all offers to Owner to accept, reject, or counter. If in a multiple offer situation, Owner agrees to pursue one offer at a time and notify Broker of all feedback. Owner agrees to reject offers that are not acceptable and notify the appropriate party. Support for the software will be on a limited basis for all users.

Once an offer is accepted, and all terms negotiated, the state forms will be prepared and signed by all parties. Listing broker must be included on all purchase and sale agreements and forms, unless agreed to separately.

i. Optional Services – Owner will order all optional, a la carte' and on going services on line at [www.save-commission.com](http://www.save-commission.com) or at [www.concierge-desk.com](http://www.concierge-desk.com) Broker may waive some administrative fees if Owner networks with Broker on referrals for other potential buyers and sellers. This limited service agreement supercedes any agreement with Owner's flat fee subscription. Owner acknowledges all administration tasks will not be performed until the service is ordered, paid, and confirmed to listing broker.

OPTIONAL – COMMON SERVICES – YOUR PACKAGE MAY INCLUDE SOME ITEMS AUTOMATICALLY - (CIRCLE ANY YOU WANT TO INCLUDE AND MADE PART OF THIS AGREEMENT) – REALTOR Lockbox – Showing Feedback After Buyer Views Property – Document Storage For Disclosures – Offer Management – Days On Market Alerts For Initial Listing Period

\_\_\_\_\_ - Owner Initial(s) To Acknowledge Available A La Carte Services

 - Broker's Initial(s) To Acknowledge Available A La Carte Services

j. MLS Data – [www.submit-mls.com](http://www.submit-mls.com) - Within 24 hours of assignment, Owner will submit to broker the MLS data fields required for entry into the systems. Owner will submit all property characteristics on line at [www.submit-mls.com](http://www.submit-mls.com) and provide broker with accurate property features, legal description information, remarks, directions, and other pertinent characteristics. Owner understands once the data is submitted to Broker, this is the initial final data that will be entered into the MLS and all of the portals such as Zillow, Trulia, and REALTOR.com The MLS adds your data to the portals. If owner leaves the R1, R2, R3, (remark) areas blank, Broker will add description data from owner's flat fee site to the best of his ability. Owner warrants the elementary, middle and high schools are submitted accurately to Broker and are the available schools for your district. This data will correspond to the number of characters allowed by the MLS. Any changes to the data will require change fees posted at broker's on line administrative store. Owner acknowledges broker's web portal accounts may over ride any previous listing portals controlled by owner, and the only changes to the search portals will

be the MLS data which will syndicate to the portals. Broker will not be responsible managing changes to Zillow, Trulia, REALTOR.com and 100's more.

\_\_\_\_\_ - Owner Initial(s) To Acknowledge The Process For Submitting MLS Data To Broker

DJ # - Broker Initial(s) To Acknowledge The Process For Submitting MLS Data To Broker

k. State Forms – Broker will provide to Owner copies of state forms that may be used in a future transaction with a buyer. Forms include: Seller Disclosure Statements, Home Owner's Association, Personal Property exhibits, etc. Owner agrees to complete all forms 100% and have available for buyers to view. Owner will send a copy of the completed forms to Broker when completed.

\_\_\_\_\_ - Owner Initial(s) To Acknowledge Completion Of State Forms

DJ # - Broker's Initial(s) To Acknowledge Completion Of State Forms

#### **4. PRICE AND TERMS:**

The Property is offered for sale on the following terms: (THIS IS DUPLICATED TO CONFIRM THE LISTING PRICE AGAIN)

- a. Listing Price: \$\_\_\_\_\_
- b. Within 24 hours of MLS entry, owner will confirm the correct listing price is posted in all MLS systems.
- c. Financing Terms: Cash, or contingent upon a Buyer obtaining a Conventional, VA, FHA or other mortgage financing.

#### **5. BROKER OBLIGATIONS AND AUTHORITY:**

Seller authorizes Broker to place the Property in the Multiple Listing Services A/K/A MLS and to offer compensation to cooperating

brokers. Seller authorizes Broker to report to the MLS/Association of Realtors this listing information and price, terms and financing information on any resulting sale. Seller authorizes Broker, the MLS and/or Association of Realtors to use, license or sell the active listing and sold data, and display online and offline. All advertising, which may include, but is not limited to, magazines, newspapers, internet, signs and other promotional vehicles, deemed necessary by Broker is authorized by Seller, and, unless otherwise specified. Seller acknowledges that once a listing is placed on the Internet, it can be difficult if not impossible to remove, and that beyond removing a listing from the MLS, Broker cannot guarantee that all displays of the listing will be removed from other internet sources. Seller authorizes Broker to provide information about the Property to other brokerages and their agents including Seller(s) phone numbers, disclosures, burglar alarm codes, showing instructions, gate codes, lockbox codes and any other access information, Seller(s) will allow other third party brokerages (agents not related to Property Systems) to show the Property without a representative being present, and Seller agrees to indemnify and hold harmless Broker and its licensees from any liability (including attorney's fees) resulting from the showing of Seller Property by others. Seller assumes all responsibility from lockbox use. Seller authorizes Broker to notify other brokerages and agents to deliver all offers directly to Seller. Broker has no additional responsibility towards Seller except as described in this agreement. Broker will **NOT** assist Seller in: pricing their home, negotiating offers, contract preparation, or coordinating closing. Owner will adhere to state laws regarding signs, and marketing on their property.

## **6. SELLER OBLIGATIONS:**

Seller agrees to cooperate and assist Broker in collecting the necessary information to place Seller Property in the MLS by submitting data on line at [www.submit-mls.com](http://www.submit-mls.com). Seller shall indemnify and hold Broker harmless from losses, damages, costs and expenses of any nature, including attorney's fees and from liability to any person, that Broker incurs because of (1) Seller negligence, representations, misrepresentations, actions or inactions, (2) the use of a lock box, (3) the existence of undisclosed material facts about the Property. This clause will survive Broker's performance and the transfer of title. Seller shall make all legally required disclosures,

including all facts that materially affect the Property's value and are not readily observable or known by the Buyer or prospective Buyer(s). Any material facts (building code violations, pending code citations, unobservable defects, etc.) shall be listed on a Seller Property Disclosure Statement and will be delivered to Broker within 24 hours of this agreement. Seller will immediately inform Broker of any material facts that arise after signing this agreement. Seller will notify Broker in writing of any price, property status changes including a contract for sale, the sale closing date, and the title agent, within 24 hours of occurrence. Seller will convey to Buyer a good, marketable title, free and clear of encroachments, liens, and encumbrances of record, but subject to all existing easements and restrictions of record.

## **7. UP FRONT LISTING FEE**

The Up Front Listing fee is considered earned by Broker and Flat Fee MLS Vendor upon the execution of this agreement. All Up Front Listing Fees are non-refundable and are not intended to be shared with any third party brokerage.

## **8. COMMISSION:**

Broker is authorized to offer cooperation and compensation to other brokerages (buyer's brokers, transaction brokers, and non-representative brokers) who assist in the sale or procure a Buyer on the following basis:

A flat fee of \$ \_\_\_\_\_ or \_\_\_\_\_ % of selling price.

Within 24 hours of MLS entry, owner will confirm the correct sales commission and listing price is posted in all MLS systems and web portals. Owner will complete 100% the Commission Agreement/Instructions To Closing Attorney in the forms library and display inside the subject property to confirm the commission arrangement with co operating brokers.

If Seller procures a sale with a Buyer NOT introduced by any other broker or agent, the Seller is NOT obligated to pay any commission. Seller is solely and fully responsible for the payment of any such

compensation where Broker or any other cooperating third party brokerage is the procuring cause of the sale.

#### **9. MISCELLANEOUS:**

Seller represents that no other listing agreement is in effect on the Property. This agreement will automatically be extended to the settlement date if the property is under contract on the expiration date. This agreement may be terminated at any time in writing by Seller, as long as there is not a contract pending on the Property involving a Buyer procured by Broker or any other brokerage. If Seller decides to withdraw the listing from the MLS, Seller must complete and deliver the MLS Change Forms to Broker, at which time this agreement will be terminated. Seller also agrees to the fees outlined at [www.save-commission.com](http://www.save-commission.com) or [www.concierge-desk.com](http://www.concierge-desk.com) and all fees must be paid in advance before listing can be terminated.

#### **10. DISPUTE RESOLUTION:**

Any irresolvable dispute except for fees between Seller and Broker will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. The parties will equally divide the mediation fee, if any. Any dispute not resolved by mediation will be settled by neutral binding arbitration in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any complaint, arbitration or litigation will pay its own fees, costs and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration; this shall include any claims from the MLS Board or Association. In the event an aggrieved party files an arbitration claim or lawsuit against or in any way involving Broker that seeks payment of a commission, fines or money damages in connection with the sale or listing or attempted sale of the Property, Seller agrees to indemnify, defend, and hold Broker harmless from, and aid Broker in defense of any such claim or lawsuit ("Duty to Defend"). This clause will survive closing.

## **11. BROKER COMMUNICATIONS AND ELECTRONIC SIGNATURES:**

Seller authorizes all Broker communications to Seller to be via e-mail. Broker and Seller agree that an Electronic Signature of any document executed through Broker's website ratification system, including but not limited to this Contract and addendums or amendments to this Contract, will be binding on both Broker and Seller and will be treated for all intents and purposes as if it was physically signed. "Electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. Seller hereby consents to the use of third party electronic signature capture service providers as chosen by Broker.

## **12. REALTOR.COM - ZILLOW.COM - TRULIA.COM & MLS LEADS**

MLS services and REALTOR.com, Zillow, and Trulia do not permit Broker to display Seller contact information, and instead displays Broker's phone number. Broker will direct interested parties generated on property to the Seller via e mail. Broker has no authority to manage "Zestimates" and third party property valuation services created by the web portals.

## **13. REPORTING TIMELINESS AND ACCURACY:**

Seller accepts full responsibility and liability for the accuracy and timeliness of data submitted to Broker. Seller will notify Broker within 24 hours of any changes or corrections before the data is submitted to the MLS. Seller understands that in many cases corrections are required, and Seller will allow Broker the necessary reasonable time to make MLS corrections after Seller notification. Seller allows listing data in violation of MLS rules to be changed at Broker's discretion. The listing normally takes a few hours to a few days to appear on Realtor.com, Trulia.com and Zillow.com, and other marketing portals. Seller assumes the responsibility for checking these third party websites for accuracy. Seller allows and understands that Realtor.com listing problems require a longer period of time to correct than MLS listing problems. Broker may cancel the listing without refund when Seller does not report to Broker acceptance of a sales

agreement within 24 hours. Broker will mark the listing as settled in the MLS after the settlement date given by Seller. At settlement, Seller will e-mail a copy of the signed HUD1 statement or the equivalent to Broker's office. Broker may at time to time request a status update from the Seller, and Seller will reply to status updates within 48 hours. If Seller does not reply within 48 hours, Broker may assume that the Sellers property is no longer on the market and may it from the MLS and other services. Seller acknowledges that once the property is removed from the market it may require the Seller to relist it and pay additional fees for the same.

#### **14. CANCELLATION:**

Seller may cancel this listing agreement at any time, under the following conditions. 1) Seller cancellation request must be in writing with all Seller' signatures. 2) Seller may not cancel this agreement when an offer has been presented and the Seller has not replied in writing to the party making the offer. 3) Seller may not cancel this Contract if the Property is under contract (Sales Agreement). Seller must first reject any offers and/or be released in writing from a sales agreement before this listing is canceled. The intent of this Paragraph is to prevent claims from cooperating brokers for compensation. Owner agrees to pay early termination fees listed at [www.save-commission.com](http://www.save-commission.com) and [www.concierge-desk.com](http://www.concierge-desk.com)

\_\_\_\_\_ - Owner Initial(s) To Acknowledge Cancellation Of Agreement With Fees

 - Broker's Initial(s) To Acknowledge Cancellation Of Agreement With Fees

#### **15. PHOTOS:**

Seller will not supply or instruct Broker to load any photos that were previously uploaded to the MLS by another company, even if Seller owns the copyright to such photos, unless Seller has the written permission from the Broker who previously published the photos in MLS. Seller agrees Broker is not responsible to check past listings for photo compliance. Broker will have an unrestricted and perpetual license to any photos supplied to Broker by Seller or photographer.

## **16. SHOWINGS**

The property shall be available for all showings immediately upon signing this agreement unless otherwise stipulated in writing. Broker may refer co-operating Brokers directly to Seller to schedule showings. Broker may use optional third party showing services to coordinate showings directly with Seller. Broker may receive optional listing feedback from agents and buyers from time to time during the listing period, but is not responsible for feedback management. Broker is not required to be present for appointments, and Broker will use the contact information for owner submitted on their flat fee profile for showing appointments in the MLS. If owner does not subscribe to an agent lockbox, owner will manage entry into the property. Broker will not list lockbox codes in the MLS for vacant properties.

## **17. OTHER TERMS:**

X 17A This Agreement shall be binding to the benefit of the successors of the respective parties to this Agreement.

X 17B This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

X 17C Broker with Seller full cooperation and assistance will enter the Property in the respective MLS systems within 72 business hours of collecting all required information.

X 17D Broker does not maintain an escrow account nor accept escrow deposits.

X 17E Broker is only responsible for managing the source data in the Multiple Listing Services of which we have control and are members. Owner will provide data to broker through [www.submit-mls.com](http://www.submit-mls.com). Once the data is entered in the MLS, Broker does not have control of syndicated sites who copy and market data from the MLS. Broker is not responsible for the data on the syndicated sites unless it derives from the source MLS. Some syndicated sites use tax records and public information not in the MLS and will automatically syndicate to

various sites. Broker cannot manage these third party sites under the listing plan chosen.

X 17F Owner, at Broker's discretion agrees to include Property Systems as the listing broker on all purchase and sale agreements regardless of the source of the buyer. Owner understands Property Systems is the exclusive listing broker with a limited service agreement, however Broker may elect to be removed from the purchase and sale agreement. If Broker waives involvement, and is excluded in any purchase and sale agreements, owner agrees to provide Document 1 to all buyers, buyer agents, and buyer brokers and follow instructions to remove all information. Owner agrees to cooperate with the delivery of documents needed by Broker.

X 17G Once closed, owner agrees to send a copy of the signed HUD statement to broker via e mail to [info@propertysystems.com](mailto:info@propertysystems.com) the day of closing.

X 17H Broker may cancel the herein agreement by giving owner notice via the e mail address below. If cancelled by broker, Property Systems will pay for fees to withdraw. Reasons of cancellation may include: non cooperative owner, lack of communication of owner, lack of response to offers, general non professional actions, and not following the flat fee marketing specifics.

X 17I If property is in escrow, and the contract is terminated, broker will not activate property back as active until a Termination & Release is signed by buyer and seller and any brokers. Owner agrees to pay for administrative fees posted at [www.save-commission.com](http://www.save-commission.com) and at [www.concierge-desk.com](http://www.concierge-desk.com)

X 17J If applicable, and once in escrow, Owner agrees to manage appraisal company and provide access. If the property fails to appraise, owner agrees to handle all inquiries, arguments, comparable sales and listings and negotiations with buyer.

X 17K Broker's administrative staff will forward without comments pertinent information to owner as it comes in via e mail which includes: Showing Time, Buyer Feedback, and inquiries.

X 17L If property has a duplicate listing in any MLS, owner agrees to remove, manage and pay for the removal of a duplicate listing.

X 17M Owner will retrieve relevant GA Association of REALTOR forms on line from [www.owner-forms.com](http://www.owner-forms.com) – User Name: ownersforms – Password: ownersforms or at [www.concierge-desk.com](http://www.concierge-desk.com) Owner will complete in 72 hours from acceptance the following forms: Commission Instructions To Closing Attorney, Seller Disclosure Statement, Community Association Agreement, Personal Property Exhibit. If applicable, owner will leave the forms for buyers at the subject property and send copies to broker at [info@propertysystems.com](mailto:info@propertysystems.com) Owner authorizes broker to instruct buyer's broker to use the E Sign software provided under FMLS and GA MLS platforms.

X 17N Once an offer is sent to owner, owner will immediately make contact with Buyer, or Buyer's broker and confirm receipt and commission to be paid upon a successful closing. Owner will negotiate all terms and keep listing broker updated during the negotiation process. After negotiations are final, Owner will confirm the offer has been accepted by buyer and seller and confirm the binding agreement date between all parties. Owner will confirm the agreed upon binding agreement date between buyer and seller and confirm it is completed and binding on any purchase and sale agreements. After 100% acceptance, Owner will send Broker a PDF file of the purchase and sale agreement, all addenda and exhibits signed by all parties with the acceptance date.

X 17O Owner understands all terms and fees in the herein limited service agreement and has had attorney review.

X 17P Owner will create a market snapshot at [www.free-market-report.com](http://www.free-market-report.com) to receive alerts from the MLS on their respective property. Within 24 hours of initial MLS entry, owner will proof read their listing in the MLS and send any errors, typos, or mistakes to broker in writing via e mail address [info@propertysystems.com](mailto:info@propertysystems.com) If owner does not contact broker within this period, Broker will assume all characteristics and date are accurate.

X 17Q Owner will receive alerts from third party software in regard to showing times, and appointments from buyers to view their property. Owner is responsible for accepting, rejecting or countering/changing any appointment times. Owner agrees their personal telephone number and e mail address will be listed in the MLS.

X 17R Broker has buyer specialists in house, and may elect to advertise the subject property in old fashioned print advertising at his cost and generate leads. Advertising may include magazines, newspapers, Social Media such as Facebook, and other channels deemed necessary by Broker. These potential marketing channels are not related to the default Zillow, Trulia, and other on line portals included in owner's package. We are referring to old school print advertising. Buyer specialist will work to generate an offer to owner as a normal buyer agent and purchaser with our self generated leads.

X 17S Owner acknowledges he/she has paid to have their property listed in the multiple listing services with the up front fee paid thus far. Owner has not paid for the on going management and administrative costs of their property during the listing period.

X 17T Owner (and all title holders) will return the listing agreement completed 100% and sent to broker in PDF format, FAXED, or mailed via US Postal Service to Broker. If any fields are left blank, or omitted, Owner agrees to re complete all pages of the agreement and send to Broker as a PDF document in the correct format.

\_\_\_\_\_ - Owner Initial(s) To Acknowledge The Above Special  
Stipulations

 - Broker's Initial(s) To Acknowledge The Above Special  
Stipulations

## **18. FMLS FEE ACKNOWLEDGEMENT**

As selected in paragraph 3E2, Owner agrees to the FMLS fee of .0012 X the sales price, which equals \$120.00 per \$100,000.00 in sales price. The fee is due and payable when the property is in escrow and under contract. Owner will receive an invoice via e mail at time of escrow, and agrees to send via regular mail the fee with a

check post dated for the closing date of the agreement. Broker will not process and deposit the fee until the property closes. Owner acknowledges the FMLS fee is due regardless of the source of the Purchaser/Buyer.

\_\_\_\_\_ - Owner Initial(s) To Acknowledge FMLS fee of .0012 X Sales Price due at closing.

DJ\* - Broker's Initial(s) To Acknowledge FMLS fee of .0012 X Sales Price due at closing.

\_\_\_\_\_ - Owner Initial(s) To Acknowledge FMLS fee will be mailed by owner, within 3 business days of escrow with a post dated check for the whole fee and dated the date of the proposed closing date.

DJ\* - Broker's Initial(s) To Acknowledge FMLS fee will be mailed by owner, within 3 business days of escrow with a post dated check for the whole fee and dated the date of the proposed closing date.

\_\_\_\_\_ - Owner Initial(s) To Acknowledge if the FMLS fee is unpaid by Owner, Broker will record on the title, this agreement, the FMLS fee due, mileage to the court house, recording fees and hourly charges. Owner will be responsible for notifying closing agent.

DJ\* - Broker's Initial(s) To Acknowledge if the FMLS fee is unpaid by Owner, Broker will record on the title, this agreement, the FMLS fee due, mileage to the court house, recording fees and hourly charges. Owner will be responsible for notifying closing agent.

## 19. RECORDED

This agreement can be recorded. Any agreed upon fees not paid by owner will be recorded in addition to county fees and mileage listed at [www.save-commission.com](http://www.save-commission.com) Any unpaid fees will be recorded and sent to closing attorney/agent prior to closing to be paid. If not paid, broker will pursue the collection of fees after closing in small claims court and not arbitration as addressed in paragraph 10.

In recognition and consideration of the foregoing terms and conditions, the parties hereby acknowledge and confirm their intent to

be bound by these terms and conditions by affixing their respective (electronic) signature(s) below:

The herein agreement is accepted by Owner and Broker on:

(DAY) \_\_\_\_\_ (MONTH) \_\_\_\_\_ (YEAR) \_\_\_\_\_

(TIME) \_\_\_\_\_

Seller 1 Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone & E Mail: \_\_\_\_\_

Seller 2 Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone & E Mail: \_\_\_\_\_

Broker:

Property Systems of the Southeast, LLC

Authorized Agent:  \_\_\_\_\_  
F. R. Freyer III

**License # 150291 - MLS Code PSNA**  
Member of Athens Association of REALTORS  
Property Systems of the Southeast, LLC - Licensed in GA, SC  
4279 Roswell Road  
Suite # 208-130  
Atlanta, Georgia 30342  
(O) 877-522-5577 (FAX) 404-348-0174  
EMAIL: [listingbroker@propertyssystem.com](mailto:listingbroker@propertyssystem.com)  
WEB: [www.propertyssystem.com](http://www.propertyssystem.com)

## **Legal Description – Exhibit A**

**(PLEASE ATTACH LEGAL DESCRIPTION HERE)**

PROVIDER – Owner's flat fee provider is: \_\_\_\_\_

ID - My flat fee property identification # is: \_\_\_\_\_

PRICE - My flat fee package price paid is: \$\_\_\_\_\_

Yes/No – (CIRCLE) I am interested in saving more money on fees by networking with listing broker.

Owner's U.S. Postal Address After Closing:

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Broker's Flat Fee/On Line Store Web Site for Georgia and South Carolina is [www.firstoptionfsbo.com](http://www.firstoptionfsbo.com)

# Document 1 For Seller & Buyer



**Property Systems - Office of the Head Broker**

**F. Reese Freyer, III**  
**Qualifying Broker**  
**www.propertysystems.com**  
**Email: listingbroker@propertysystems.com**

**Direct Dial:**  
**877-522-5577**  
**Direct FAX:**  
**404-348-0174**

## If Listing Broker Is Not Involved In Transaction

**RE: Potential Transaction**

**Property Systems - Corporate Office, LLC - Firm # H-64722**  
**Property Systems of the Southeast, LLC - Firm # 47953**  
**Qualifying Broker - F.R. Freyer, III - License # 150291**  
**Licensed In Georgia - South Carolina**  
**Member of Multiple Listing Services - FMLS - GMLS - Athens - Lake**  
**Country - Augusta - Albany**

**Dear Co Operating Agent/Broker & Owner:**

**The owner has hired our firm as an MLS Partner to assist in the marketing of their property. It is a limited service listing agreement.**

**At this time, it will be in the best interest of the principals (Buyer & Seller) for our firm to not be involved in the transaction, or listed on any purchase and sale agreements. Selling broker has permission and can remove all Listing Broker information from the paperwork.**

**The property will still be advertised in the local MLS systems, and all data will be reported.**

**Please note the following:**

- 1. Selling broker will receive the full commission posted in the MLS. (OR ANOTHER AMOUNT NEGOTIATED WITH THE OWNER)**
- 2. Selling broker has permission to contact the owner directly.**
- 3. Buyer has permission to contact the owner directly.**

**4. Selling broker may send all purchase and sale agreements to owner directly via the e sign form platforms from the MLS, or another vendor.**

**5. Selling broker may claim all Board of REALTOR million dollar club volume.**

**6. Owner/Selling Broker will send Property Systems the following when property is in escrow status:**

**Sales Price - Closing Date - End Of Due Diligence Period - Selling Broker Firm Name - Selling Agent Name - Selling Agent License # - Closing Attorney Information**

**7. Owner/Selling Broker will send Property Systems a signed HUD Statement/CD after closing to update the MLS Systems.**

**8. Owner will send to Property Systems the FMLS fee of .0012 X Sales Price and post date the check ahead to the closing date. An invoice will be generated by our office.**

**Good luck with your transaction, and please contact our office if you have any questions.**

**Best regards,**



**F. Reese Freyer, III  
Qualifying Broker of Record**

**FRF3:sah**

**NO ENCLOSURE**

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**4279 Roswell Road, N.E. - Suite 208-130 - Atlanta, Georgia 30342 - U.S.A.**

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# PURCHASE AND SALE AGREEMENT

Offer Date: February 8, 2018



2018 Printing

## A. KEY TERMS AND CONDITIONS

1. **Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. **Property Identification:** Address: 4005 River Green Parkway

City Duluth, County Gwinnett, Georgia, Zip Code 30096

MLS Number: 5953154

Tax Parcel I.D. Number: R6322-236

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) 322 of the 6th District, 0 Section/ GMD, Lot 14, Block A, Unit 2, Phase/Section 0 of Chattahoochee Landing Subdivision/Development, according to the plat recorded in Plat Book 65, Page 238, et. seq., of the land records of the above county.

2. **Purchase Price of Property to be Paid by Buyer.**  
\$ 290,000

3. **Closing Costs.**  
Seller's Contribution at Closing: \$ 0

4. **Closing and Possession.**

Closing Date shall be March 15, 2018 with possession of the Property transferred to Buyer

☒ at Closing OR ☐ \_\_\_\_\_ days after Closing at \_\_\_\_\_ o'clock ☐ AM ☐ PM

5. **Holder of Earnest Money ("Holder").** (If Holder is Closing Attorney, F84(A) must be attached as an exhibit hereto, and F84(B) must be signed by Closing Attorney.)

Liu & Associate

7. **Earnest Money.** Earnest Money shall be paid by ☒ check ☐ cash or ☐   
☐ a. \$ \_\_\_\_\_ as of the Offer Date.  
☒ b. \$ 2,000 within 3 days from the Binding  
☐ c. \_\_\_\_\_

8. **Inspection and Due Diligence.**

a. **Due Diligence Period:** Property is being sold subject to a Due Diligence

b. **Option Payment for Due Diligence Period:** In consideration of Seller's

(1) has paid Seller \$10.00 in nonrefundable option money, the receipt

(2) shall pay Seller additional option money of \$ \_\_\_\_\_

funds either ☐ as of the Offer Date; OR ☐ within \_\_\_\_\_ days from

paid by Buyer to Seller ☐ shall (subject to lender approval) or ☐ shall

shall not be refundable to Buyer unless the closing fails to occur

9. **Lead-Based Paint.** To the best of Seller's knowledge, the residential dwelling was painted (or had lead-based paint removed) ☐ was (attach F54 Lead-Based Paint Exhibit) OR ☒ was not built prior to 1978.

10. **Brokerage Relationships in this Transaction.**

a. **Selling Broker is** FIRST UNITED REALTY INC and is:

(1) ☒ representing Buyer as a client.

(2) ☐ working with Buyer as a customer.

(3) ☐ acting as a dual agent representing Buyer and Seller.

(4) ☐ acting as a designated agent where:

\_\_\_\_\_ has been assigned to exclusively represent Buyer.

c. **Material Relationship Disclosure:** The material relationships required to be disclosed by either Broker are as follows: na

b. **Listing Broker is** Property Systems Of The Southeast LLC and is:

(1) ☒ representing Seller as a client.

(2) ☐ working with Seller as a customer.

(3) ☐ acting as a dual agent representing Buyer and Seller.

(4) ☐ acting as a designated agent where:

\_\_\_\_\_ has been assigned to exclusively represent Seller.

11. **Time Limit of Offer.** The Offer set forth herein expires at 6:00 o'clock P.m. on the date February 9, 2018

Buyer(s) Initials LIV

Seller(s) Initials BR

HGR

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH TIM SMITH IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.  
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F20, Purchase and Sale Agreement, Page 1 of 8, 01/01/18

**Buyer Acceptance and Contact Information**

LiDi Ning  
**1 Buyer's Signature**  
 LiDi Ning 2/9/2018  
 Print or Type Name Date  
 2722 Addison Dr.  
 Buyer's Address for Receiving Notice  
 Doraville, GA 30340  
 (678) 865-2589  
 Buyer's Phone Number: ☒ Cell ☐ Home ☐ Work  
 annien0428@gmail.com  
 Buyer's E-mail Address

**2 Buyer's Signature**

Print or Type Name Date  
 Buyer's Address for Receiving Notice  
 Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work  
 Buyer's E-mail Address  
 Additional Signature Page (F149) ☐ is ☒ is not attached.

**Selling Broker/Affiliated Licensee Contact Information**

FIRST UNITED REALTY INC  
 Selling Brokerage Firm  
Tim Smith 2/9/2018  
 Broker/Affiliated Licensee Signature Date

Owner agrees  
 to follow up  
 on binding  
 agreement date  
 & time limit of  
 offer.

**Seller Acceptance and Contact Information**

Brady Rinehart  
**1 Seller's Signature**  
 Brady W Rinehart 2/9/2018  
 Print or Type Name Date  
 4005 River Green Pkwy  
 Seller's Address for Receiving Notice  
 Duluth, GA 30096  
 (770) 880-5502  
 Seller's Phone Number: ☐ Cell ☐ Home ☐ Work  
 bradyrin  
 Seller's E-mail Address

Hanna**2 Seller's Signature**

Hannah  
 Print or Type Name  
 4005 River Green Pkwy  
 Seller's Address for Receiving Notice  
 Duluth, GA 30096  
 (770) 880-5502  
 Seller's Phone Number: ☐ Cell ☐ Home ☐ Work  
 hannah  
 Seller's E-mail Address  
 Additional Signature Page (F149) ☐ is ☒ is not attached.

Owner will  
 delete listing  
 broker &  
 have all parties  
 initial

**Listing Broker/Affiliated Licensee Contact Information**

Property Systems Of The Southeast LLC  
 Listing Broker Firm  
Reese Freyer III 2/10/2018  
 Broker/Affiliated Licensee Signature Date  
 REESE FREYER III 150291  
 Print or Type Name GA Real Estate License #  
 (877) 522-5577 (404) 348-0174  
 Licensee's Phone Number Fax Number  
 reese@propertysystems.com  
 Licensee's Email Address

REALTOR® Membership  
 4279 Roswell Rd NE Suite 102, Box 130  
 Broker's Address  
 Atlanta, GA 30342  
 (877) 522-5577 (404) 348-0174  
 Broker's Phone Number Fax Number  
 BSNA01 H-47953  
 MLS Office Code Brokerage Firm License Number

**Binding Agreement Date:** The Binding Agreement Date in this transaction is the date of \_\_\_\_\_  
 and has been filled in by \_\_\_\_\_

*LiDi Ning*

1 Buyer's Signature

LiDi Ning

Print or Type Name

2 Buyer's Signature

Print or Type Name

Additional Signature Page (F149) ☐ is ☒ is not attached.

FIRST UNITED REALTY INC

Selling Brokerage Firm

*Tim Smith*

Broker/Affiliated Licensee Signature

TIM SMITH

Print or Type Name

REALTOR® Membership

Owner will  
remove listing  
broker from  
purchase &  
sale agreement  
↓

Additional Signature Page (F149) ☐ is ☒ is not attached.

~~Property Systems Of The Southeast LLC~~

~~Listing Brokerage Firm~~

~~Broker/Affiliated Licensee Signature~~

~~REESE FREYER III~~

~~Print or Type Name~~

~~REALTOR® Membership~~

