



# AGENCY EXHIBIT (OWNER/LANDLORD AND TENANT) EXHIBIT " \_\_\_\_\_ "



(TO BE USED WITH NON-GAR CONTRACTS)

2017 Printing

This Exhibit sets forth the relationship of the Broker(s) to Owner/Landlord and Tenant for the lease, lease/option, or lease/purchase of real property located at: \_\_\_\_\_, Georgia, \_\_\_\_\_, with an Offer Date of \_\_\_\_\_.

**Agency and Brokerage.**

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

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

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

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

**b. Designated Agency Assignment:** *[Applicable only if the designated agency has been selected above.]* Broker has assigned \_\_\_\_\_ to work exclusively with Tenant as Tenant's designated agent and \_\_\_\_\_ to work exclusively with Owner/Landlord as Owner/Landlord's designated agent. Each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

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

**C. Material Relationship Disclosure:** The Broker and/or affiliated licensees have no material relationship with either client except as follows: \_\_\_\_\_  
(A material relationship means one actually known of a personal, familial or business nature between the Broker and/or affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)

Leasing Broker's Initials: \_\_\_\_\_  
(or Broker's Affiliated Licensee)

Tenant's Initials: \_\_\_\_\_

Listing Broker's Initials: \_\_\_\_\_  
(or Broker's Affiliated Licensee)

Owner/Landlord's Initials: \_\_\_\_\_

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