

AGENT NAME: _____

PROPERTY INFORMATION

Street Number _____ Street Name _____

Subdivision _____

City _____ State GA Zip _____

County _____

List Price: \$ _____

Property Type (only choose 1): RENTAL RESALE NEW CONSTRUCTION CONDO MULTI-FAMILY COMMERCIAL LAND/FARM**Showing Instructions (only choose 1):**

- | | |
|--|--|
| <input type="checkbox"/> CC & Show | <input type="checkbox"/> CC to Agent Before Showing |
| <input type="checkbox"/> Vacant | <input type="checkbox"/> Show Anytime |
| <input type="checkbox"/> Appointment: Agent Only | <input type="checkbox"/> Appointment: Agent Only -- Pets |
| <input type="checkbox"/> Appointment: Call Owner | <input type="checkbox"/> Appointment: Call Owner -- Pets |

Listing Date: ___/___/___

Expiration Date: ___/___/___

SELLER'S INFORMATION

Last Name _____ Phone (____) ____ - _____

First Name _____ Spouse Name _____

Complete the following only if owners mailing address is different from property address.

Street Number _____ Street Name _____

City _____ State _____ Zip _____

LISTING CONTRACT INFORMATION

_____ FMLS/MLS LISTING AGREEMENT SIGNED BY ALL OWNERS

(Gar Form F1 Exclusive Seller Agreement)

_____ SELLERS DISCLOSURE SIGNED BY ALL OWNERS/LEAD BASED PAINT IF 1978 OR EARLIER

_____ DUAL ENTRY INPUT SHEET

DOCUMENTS Must Be Legible

Paperwork may be submitted to the office by:

1. Fax paperwork to: 678-261-0984
2. Email paperwork to: forms@9321234.net
3. Upload paperwork by using the Sharp Copiers at any of the 3 RE/MAX Center Locations. (instructions are located on the copier)
4. Turn paperwork into the "New Business Box" (paperwork will be scanned and not returned to you)

Dual Entry

Single Family

LAGR Listing Agreement Type

A -Exclusive Right To Sell

B -Agency (A) MLS Only

OWNR Ownership

A -Fee Simple Detached (FSD)

B -Fee Simple Attached (FSA)

C -Condo Attached (CA)

D -Condo Detached (CD)

PRDS Property Description

A -Lake (LK)

B -Mountain (MT)

C -River (RV) (MLS Only)

Street Number – ADDR

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Street Name – SINAM

City – CT

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Zip Zip 4

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

County – CO

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Area
FMLS (Such As 61-62-63) MLS (Such as GWN1-GWN2)

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List Price – LP

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Subdivision Name – If None Enter "None"

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Year Built

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 Age

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 New

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 Y/N

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Land Lot District

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Sect Lot Block

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Unit Plate Book Page

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Lot Dimensions

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

FMLS Tax ID

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

MLS Tax ID

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Elementary School Bus Service Y/N

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Middle School Bus Service Y/N

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

High School Bus Service Y/N

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Pull Square Footage from tax records Y/N or fill in below with source

Y		N																	
---	--	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Source of Sq. Footage: _____

Construction (cont'd)

- Brick – Front Only
- Cedar
- Frame
- Log
- Other
- Rough Sawn
- Shingle
- Stucco or Synthetic
- Stone
- Vinyl
- MLS only features*----
- Press Board Siding
- Alum/Vinyl
- Stone/Frame
- Wood Siding
- Concrete Siding
- Stucco Eifs
- Stucco Real
- Concrete Roof
- Composition Roof
- Wood Shingle Roof
- Tile – Roof
- Slate – Roof
- Metal Roof
- Tar/Gravel Roof
- Other – Roof
- Tabby
- Tin

Bedrooms

- (Check 3 only)**
- Bcdroom on Main Lvl
- In-Law Suite or Apt
- Master on Main
- Other
- Roommate Floor Plan
- Sitting Room
- Split Bedroom Plan

Kitchen

- (Check 6 only)**
- Breakfast Area
- Breakfast Bar
- Breakfast Room
- Cabinet – Other
- Cabinets – Stained
- Cabinets – White
- Country Kitchen
- Counter Tops-Brick
- Counter Tops-Solid Surf
- Counter Top-Laminated
- Counter Top-Other
- Counter Top-Stone
- Counter Top- Tile
- Island
- Keeping Room
- Pantry
- Pantry Walk-in
- View to Family Room
- Second Kitchen
- Wine Rack
- Other
- None

Dining

- (Check 1 only)**
- No Dining
- Butlers Pantry
- Dining “L”
- Dining/Great Room
- Living/Dining Combo

- Seat 12+ in Dining Room
- Sep Dining Room

Parking

- (Check 4 only)**
- 1 Car Carport
- 1 Car Garage
- 2 Car Carport
- 2 Car Garage
- 3 Car Garage
- Parking Shed
- 4 + Car Garage
- Attached
- Auto Garage Door
- Detached
- Driveway
- Drv Under Mn Lvl
- Kitchen Level
- None
- Parking Pad
- Side/Rear Entry
- Storage Room
- Street
- MLS only features*----
- Assigned Space
- Carport
- Garage
- 1 Car
- 2 Car
- 3 or More Cars
- Parking Shed
- Storage
- RV Boat Parking

Rooms

- (Check 4 only)**
- Bonus Room
- Computer
- Exercise Room
- Family Room
- Great Room
- Library/Office
- Loft
- Media
- Nursery
- Other
- Recreation Room
- Screened/Porch
- Separate Den
- Separate Living Room
- Sun Room

Rooms cont'd

- MLS only features*----
- Balcony
- Stubbed Bath

Basement

- (Check 6 only)**
- Bath
- Bath/Stubbed
- Boat Door
- Crawl Space
- Daylight
- Exterior Entry
- Finished
- Full
- Interior Entry
- Partial
- Slab/None
- MLS only features*----
- Block Wall Bsmt

- Concrete Wall Bsmt
- Earthen-Wall Bsmt
- Slab
- Pier

Lot Size

- (Check 1 only)**
- Under 1/3 Acre
- 1/3-1/2 Acre
- 1/2-3/4- Acres
- 3/4 up to 1 Acre
- 1 up to 2 Acres
- 2 up to 3 Acres
- 3 up to 5 Acres
- 5 up to 10 Acres
- 10 to 20 Acres
- 20 or More Acres

Lot Description

- (Check 5 only)**
- City View
- Corner
- Creek
- Cul-de-sac
- Deepwater Access
- Flood Plain
- Golf Course
- Golf View
- Lagoon
- Tidal
- Lake
- Lake Frontage
- Lake View
- Level
- Level Driveway
- Mountain Frontage
- Ocean Frontage
- River View
- Private Back Yard
- River
- Rm-Pool/Tennis
- Sloped
- Steep
- Wooded
- MLS only features*----
- Greenbelt
- Waterfront Lot
- Ltds-None/Condo
- Dock or Dock Rights
- Leased Land
- Open Land
- Pond

Road Type

- (Check 2 only)**
- Dirt
- Easement
- Gravel
- Paved
- Private Maintain
- Public Maintain

Showing

- (Check 3 only)**
- Anytime Access
- Gated
- Appt Only
- Call Office
- Call Owner
- Call Tennant
- Call Agent

- Caution Pets
- Lockbox
- No Morning
- No Lockbox
- No Sign
- Security
- Vacant
- MLS only features*----
- Appt Agent
- Appt Owner
- Appt Tennant
- Crtsy/Call Lv/Msg
- Day Sleeper
- Key in Office
- See Remarks to show
- Under Construction
- 9AM EDT to 10PM
- Special Hours
- Lockbox Non Compatible

Special

- (Check 2 only)**
- Corporate
- Active Adult Community
- Certified Prof. Home Bldr
- Lender Owned
- Owner/Agent
- Owner Transferred
- Owner will consider Exch
- Estate Owned
- Exchange
- Fixer Upper
- Foreclosure
- Lease/Purchase
- None
- Other
- Transfer
- MLS only features*----
- Bank Owned
- Investor Owned
- Corporate Relocation
- Rental
- Fixer Upper
- Recently Renovated
- Historic
- Agent Related to Seller
- Short Sale
- Pre-Foreclosure
- Government Owned
- Retirement Community

Master Bath

- (Check 4 only)**
- Bidet
- Double Vanity
- Garden Tub
- None
- Other
- Sep Tub/Shower
- Sep His/Hers
- Shower Only
- Skylights
- Tub/Shower Combo
- Tub Only
- Vaulted Ceilings
- Whirlpool TubLaundry

Laundry**(Check 2 only)**

- Basement
- Bathroom
- Garage
- Hall
- Kitchen
- Laundry Chute
- Laundry Room
- None
- Other
- Upstairs
- MLS only features*—
- Laundry Closet
- Mud Room

Interior Feat.**(Check 12 only)**

- 9' Ceiling Main
- 9' Ceiling Upper
- 9' Ceiling Lower
- 10' Ceiling Main
- 10' Ceiling Upper
- 10' Ceiling Lower
- 2-Story Foyer
- Cable Modem Avail
- Cathedral Ceiling
- Disp Attic Stairs
- Double Vanity
- DSL Avail
- Entrance Foyer
- Fire Sprinkler
- Hardwood Floors
- His/Her Closets
- Other
- Perm Attic Stairs
- Pine Floor
- Rear Stairs
- Skylights
- Trey Ceilings
- Two-Story Foyer
- Wall/Wall Carpet
- Walk-In Closet(s)
- Wet Bar

—*MLS only features*—

- Attic Expandable
 - Bookcases
 - Cable TV Connect
 - Handicap Access
 - Sauna
- Handicapped**
(Check 10 only)
- 30" or + Doors
 - Bath Acc Whlchair
 - Elev Acc Whlchair
 - Garage Van Access
 - Lvr'd Door Handles
 - Low Kit Counters
 - Low Switches
 - No Hcap Features
 - Other Hcap Features
 - Ramps on Doorways
 - Shwrs Acc Whlchair
 - Stepless Entry
 - Wide Hallways

Appliances**(Check 14 only)**

- Central Vacuum
- Elec Air Filter
- Energy Star Appliances
- Dishwasher
- Double Ovens
- Elec Ovn/Rng/Ctop
- Gas Ovn/Rng/Ctop
- Elec Water Heater
- Garbage Disposal
- Indoor Grill
- Intercom/Radio
- Microwave
- Other
- Sec System Leased
- Sec System Owned
- Self-Clean Oven
- Smoke/Fire Alarm
- Trash Compactor
- Tankless Water Heater
- MLS only features*—
- Gas Water Heater
- Solar Water Heater
- Separate Cooktop
- Ice Maker Line
- Wall Oven
- Range/Oven
- Refrigerator
- Dryer
- Satellite Dish
- Washer
- Non-Eqp
- Microwave Built-In

Fireplace Feat**(Check 4 only)**

- Blower
- Circulating
- Decorative Only
- Double Sided
- Factory Built
- Gas Logs Remain
- Gas Starter
- Glass Door Remain
- In Basement
- In Grt/Fam Room
- In Living Room
- In Master Bedroom
- In Other Room
- Masonry
- None
- Wood Stove Insert

Neighborhood**(Check only 8)**

- Boat Restrictions
- Cable TV Avail
- Club House
- Country Club
- Dry Dock
- Fishing
- Gated
- Golf
- H-owners Assoc
- Lake/Marina
- Boat Restrict.
- Marta/CCT
- None
- Other

Neighborhood Cont'd

- Park
- Playground
- Pool
- Racquet Ball
- Restaurant
- RV-Parking
- Security
- Sidewalk
- Ski Lifts
- Snow Skiing
- Stables
- Street Lights
- Tennis Lighted
- Tennis Unlighted
- Underground Utils
- Public Transportation
- MLS only features*—
- Airstrip
- Boat/Camp/RV/Pkg
- Guest Lodging
- N'hood Racquetball
- Physical Fitness
- Swim Team
- N'hood Tennis
- Tennis Team
- Walk to Schools
- Walk to Shopping

Energy**(Check only 4)**

- Attic Vents
- Clock Thermostat
- Extra Insulation
- High Eff System
- Solar Power
- None
- Other
- Ridge Vents
- Storm Doors
- Storm Windows
- Thermal Pane Wndws
- MLS only features*—
- Energy Wise Cert
- Good Cents Cert
- Ceiling Insulation
- Floor Insulation
- Low Flow Toilet

Exterior**(Check only 12)**

- Deck
- Fenced Yard
- Front Porch
- Garden Area
- Gas Grill
- Heated Pool
- Hot Tub/Spa
- Invisible Fence
- Other
- Out-Buildings
- Patio
- Pool House
- Prof Landscaping
- Satellite Dish
- Sprinklers
- Wrap-Around Porch
- Balcony
- MLS only features*—
- Green House

- Barn
- Gazebo
- Deck/Patio
- Stables
- Workshop

Pool on Property

- Yes
- No

Type Of Pool

- Above Ground
- Inground
- Heated Pool
- Gunite Pool
- Vinyl Pool

Tennis on Property

- Yes
- No

Heat Type**(Check only 4)**

- Baseboard
- Boiler
- Electric
- Forced Air
- Gas
- Gravity/Floor Htg
- Heat Pump
- Oil
- Other
- Propane
- Solar
- Steam/Hot Water
- Zoned
- MLS only features*—
- Central Heat
- Common Heat
- Floor Furnace
- Space Heater
- No Heating
- Ceiling Electric

Cooling**(Check only 4)**

- Ceiling Fans
- Central Electric
- Central Gas
- Heat Pump
- Whole House Fan
- None
- Other
- Window Units
- Zoned
- MLS only features*—
- Electric A/C
- Gas A/C
- Solar A/C
- Other Energy A/C
- Central A/C
- Common Cooling
- Other A/C (MLS)

Water

- Other Water
- Private System
- Public Water
- Well
- Community Well
- Owner's Initials _____
- Owner's Initials _____

Sewer

- (Check only 2)**
- Public Sewer Connected
 - Public Sewer in Street
 - Other Sewer
 - Septic Tank
 - Owner's Initials _____
 - Owner's Initials _____

Boathouse

- No Boathouse
- 1 Slip
- 2 Slips
- 3+ Slips

Dock

- Community Dock
- 1 SLPD-Single Slip/Dock
- 2 SLPD-Double Slip/Dock
- CV1SL-Covered Slip
- CV2SL-Covered 2Slips
- CV3SL-Covered 3+Slips
- Crtsy-Courtesy Dock
- Cover-Covered
- Hoist-Hoist
- Lights-Lights
- No Dock-No Dock
- PRTDK-Party Dock
- PLTFR-Platform
- Other
- Dock Permit
- MLS only features---
- Uncovered - No Slip
- Cover Dock - 1 Slip
- Cover Dock - 2 Slip
- Cover Dock - 3 Slip
- No Dock or Boathouse
- Dock Approval Required
- No Dock Rights
- Verbal Appr. Dock Permit

Green Building Cert.

- EarthCraft Home
- Energy Star Home
- LEED for Homes
- NAHB National Green Building

Photo

- (Check 1 only)**
- Under Construction
 - No Photo Desired
 - Broker Provided Photo

Possession

- (Check 1 only)**
- 1-7 Days
 - At Closing
 - Negotiable
 - Specific Date
 - MLS only features---
 - Poss 3-7 Days
 - Other

Possible Financing

- (Check only 4)**
- Assume
 - Cash
 - Conventional
 - FHA
 - FNMA APPR
 - FNMC APPR
 - Lease Purchase
 - Owner 1st
 - Owner 2nd
 - VA
 - Other Possible Financing
 - Release of Liability
 - GHFA Loan (GRFA)
 - Credit Report Required
 - 1031 Exchange
 - 100% Financing

Association Fee-Includes

- (Check only 3)**
- A-Bldg & Liab Ins
 - B-Ext Maint
 - C-Facilities Maint
 - D-Garbage Pickup
 - E-Grounds Maint
 - F-Heating/Cooling
 - G-Management Fee
 - H-Pest/Control/Termite
 - I-Reserve Fund
 - J-Security
 - K-Sewer
 - L-Water
 - M-Other Assoc/Inc
 - N-None



EXCLUSIVE SELLER LISTING AGREEMENT
 (ALSO REFERRED TO AS EXCLUSIVE SELLER BROKERAGE AGREEMENT)



2011 Printing

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.

For and in consideration of the mutual promises contained herein and other good and valuable consideration, _____ as seller (hereinafter referred to as "Seller" or "Client"), and _____ as broker and its affiliated licensees (hereinafter collectively referred to as "Broker") do hereby enter into this Agreement, this date of _____.

1. **Exclusive Listing Agreement.** Seller hereby grants to Broker the exclusive right and privilege as the agent of the Seller to show and offer for sale the property located at _____, Georgia TAXID/PIN # _____ and more particularly described in the Legal Description Paragraph below (all of which is hereinafter collectively referred to as "Property") as the real estate broker for Seller. The term of this Agreement shall begin on the date of _____ and shall continue through the date of _____ (hereinafter referred to as "Listing Period"), unless otherwise terminated in accordance with this Agreement.

2. **Legal Description.** The full legal description of the Property is:
[Select A, B, C or D below. The sections not marked shall not be a part of this Agreement.]

- A. attached as an exhibit hereto;
- B. identical to the legal description for the property contained in the deed recorded in Deed Book _____, Page _____, et. seq., _____ County, Georgia records;
- C. described below:
 Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, _____ County, Georgia according to the plat recorded in Plat Book _____, Page _____, et. seq., _____ County, Georgia records.
- D. described below if Property is a condominium unit and a full unit legal description is to be used:
 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.

3. **Broker's Duties to Seller.** Broker's sole duties to Seller shall be to:

- A. make all disclosures required by law;
- B. Use Broker's best efforts to procure a buyer ready, willing, and able to purchase Property at a sales price of at least \$ _____ (which amount includes the commission) or any other price acceptable to Seller;
- C. Comply with all applicable laws in performing its duties hereunder including the Brokerage Relationships in Real Estate Transaction Act, O.C.G.A. § 10-6A-1 et. seq.; and
- D. *[Select one. The box not checked shall not be a part of this Agreement.]*
 - 1. Assist to the extent requested by Seller in negotiating the terms of and filling out a pre-printed real estate purchase and sale agreement; or
 - 2. Not assist in negotiating the terms of or filling out a pre-printed real estate purchase and sale agreement and/or counteroffer.

4. **Seller's Duties.** Seller represents that Seller:

- A. presently has title to Property or has full authority to enter into this Agreement;
- B. will cooperate with Broker to sell Property to prospective buyers and will refer all inquiries concerning the sale of Property to the Broker during the term of this agreement;
- C. will make Property available for showing at reasonable times as requested by Broker;
- D. will provide Broker with accurate information regarding Property (including information concerning all adverse material facts pertaining to the physical condition of Property); and
- E. must fully comply with all state and federal laws.

5. Marketing.

A. Generally: If Seller desires to limit the manner or scope in which the Property is marketed Seller should check the appropriate box or boxes below. Any box not selected shall not be a part of this Agreement.

- Seller does not wish to have information about the Property displayed on the Internet.
- Seller does not wish to have the address of the Property identified on the Internet, but does wish to have all other information about the Property displayed on the Internet.
- Seller does not wish for third parties to be able to write comments or reviews regarding the listing or display a hyperlink to such reviews on an Internet web site of a broker or affiliated licensee of a broker.

Other than the restrictions referenced above, Broker is authorized to market and advertise Property for sale in any media of Broker's choosing, including the Internet and multiple listing services, and attempt to procure buyers for the Property in cooperation with other real estate brokers and their affiliated licensees. Seller acknowledges that in listing the Property in a multiple listing service, all members of multiple listing services and real estate related third parties will have access to Seller's listing information including images and recordings and the right to use all available technology to create, download, store, supplement and manipulate such listing information to assist Seller in the sale of the Property and for tracking and analyzing real estate transactions. Such images and recordings shall not belong to or be the property of Seller and may not be copied, reproduced or used by Seller or other third parties without the express written permission of the Broker or owner thereof. Seller agrees not to place any advertisements on the Property or to advertise the Property for sale in any media except with the prior written consent of Broker. Broker is also hereby authorized to place Broker's "For Sale" sign on Property. If the Property is sold or a contract for the sale or exchange of the Property is entered into during the term of this Agreement, the Broker may advertise the Property (including images thereof) in any media of Broker's choosing as being "under contract" while a sale is pending and as being "sold" upon the closing of the Property.

B. Multiple Listing Service(s): Broker agrees to file this listing with the following multiple listing service(s) _____

_____. Broker agrees to file this listing with said Service(s) within 48 hours after Seller signs the same (excepting weekends, federal holidays and postal holidays). 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.

C. Consent of Seller to be Called: If Seller is on a "Do Not Call List," Seller expressly consents to any of the above parties calling Seller for any purpose related to the sale of the Property. Seller further acknowledges and agrees that no MLS(s) member or any affiliated licensee of the MLS(s) member shall have any liability for calling the Seller after the expiration or termination of this Agreement. Such calls are hereby expressly consented to by Seller. This paragraph shall survive past the term of this Agreement.

D. 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 others will have access to Property, Seller agrees to either remove all valuables or put them in a secure place.

6. Retainer Fee. In entering into this Agreement Seller has paid Broker a Retainer Fee of \$ _____ which shall be non-refundable except as follows. In the event Seller sells the Property in a transaction in which Broker is paid the full commission referenced herein, the Retainer Fee shall be refunded to Seller by Broker at the closing of the transaction. Otherwise, the retainer fee shall be retained by Broker to partially offset Broker's costs and compensate Broker for Broker's time in providing real estate brokerage services to Seller.

7. Commission.

A. In the event that during the term of this Agreement Seller enters into a contract (including an option contract) for the sale or exchange of the Property, or any portion thereof, with any buyer, Seller agrees to pay Broker at closing (and regardless of whether the closing is during or after the term of this Agreement), the following commission: *[Select one or more of the following sections below. The sections not marked shall not be a part of this Agreement]:*

- _____ percent (%) of the sales price;
- \$ _____;
- (Other) _____.

In addition, Seller agrees to immediately pay Broker the commission referenced above if during the term of this Agreement any of the following events occur:

1. Seller defaults under any contract to sell or exchange the Property (including an option contract);
2. Without the consent of Broker, Seller and a buyer mutually agree to terminate a contract for the purchase and sale or exchange of the Property (including an option contract); or
3. Seller 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:
 - (a) 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 commission to be paid by Seller and the Seller's payment of ad valorem 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.
 - (b) The offer is not subject to contingencies, conditions precedent, due diligence periods, or required terms other than those set forth herein;

(c) The offer is not subject to Seller warranties or representations other than: (1) 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 (2) 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 Agreement, Form F20) to the Property at closing by general warranty deed; and

(d) 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, Seller shall not be in breach of this Agreement if the Seller first gives the prospective buyers a reasonable opportunity (not exceeding 10 days from the date of the first offer) to make their best offer to purchase the Property.

- B. Broker shall share this commission with a cooperating broker, if any, who procures the buyer of Property by paying such cooperating broker at closing _____ percent (%) of the sales price of Property OR \$ _____. In addition, cooperating brokers are expressly intended to be third-party beneficiaries under this Agreement.
- C. If Seller during the Protected Period, as that term is hereinafter defined, sells or contracts to sell or exchange Property to any buyer who made an offer on, was introduced to, visited, received information on, inquired about, or otherwise learned of the Property during the term of this Agreement, as a result of the efforts of the Broker, then Seller shall pay the commission referenced above to Broker at the closing of the sale or exchange of Property to said buyer. The term "Protected Period" shall refer to the _____ day period following the earlier of either: (a) the expiration of this Agreement; or (b) the date that the Agreement is terminated upon the mutual, written consent of the Broker and Seller. If this Agreement is terminated by Seller without the express, written consent of Broker, the Protected Period shall be the time period referenced above plus the number of days that remained on the term of this Agreement at the time it was terminated early without the express, written consent of Broker. In such event, the Protected Period shall commence on the date this Agreement was terminated early without the express written consent of Broker. 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. Notwithstanding the above, no listing commission shall be paid to Broker if this Agreement has either expired or been terminated upon the mutual, written consent of Broker and Seller and the Property is sold or contracted to be sold to a prospective buyer by or through another licensed broker with whom Seller has signed an exclusive right to sell listing agreement. The commission rights and obligations set forth herein shall survive the termination or expiration of this Agreement.
8. **Seller Default.** In the event Seller defaults under this Agreement, Seller shall, in addition to its other obligations set forth elsewhere herein, 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 a real estate commission(s) 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 a real estate commission(s).
9. **Seller's Property Disclosure Statement.** Within ____ days of the date of this Agreement, Seller agrees to provide Broker with a current, fully executed Seller's Property Disclosure Statement. Broker is hereby authorized to distribute the same to prospective buyers interested in Property.
10. **Limits on Broker's Authority and Responsibility.** Seller acknowledges and agrees that Broker:
- A. may show property in which Buyer is interested to other prospective buyers;
 - B. shall not be responsible to advise Buyer on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of the property; the condition of the property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to the property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of the property; any condition(s) existing off the property which may affect the property; the terms, conditions and availability of financing; and the uses and zoning of the property whether permitted or proposed. Buyer acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they should seek independent expert advice relative thereto. Buyer acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to property and that such tasks clearly fall outside the scope of real estate brokerage services;
 - C. shall owe no duties to Buyer nor have any authority on behalf of Buyer other than what is set forth in this Agreement;
 - D. shall not be responsible for insuring that Buyer complies with the duties and deadlines contained in any purchase agreement entered into by Buyer and that Buyer shall be solely responsible for the same; and
 - E. shall, under no circumstances, have any liability greater than the amount of the real estate commission paid hereunder to Broker (excluding any commission amount paid to a cooperating real estate broker, if any) or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars;
 - F. shall be held harmless by Buyer from any and all claims, causes of action, or damages arising out of or relating to:
 - 1. inaccurate and/or incomplete information provided by Buyer to Broker;
 - 2. earnest money handled by anyone other than Broker; or
 - 3. any injury to persons and/or loss of or damage to property.
 - G. shall have no authority to bind Seller to any contract or agreement.

11. **Disclosures.**

- A. 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.
- B. Broker may not knowingly give customers false information.
- C. 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.
- D. Unless specified below, 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).
- E. In the event Seller has unilaterally terminated a Listing Agreement on the Property with a different broker, Seller acknowledges that in addition to Seller's commission obligations to Broker set forth herein, Seller may also owe a real estate commission to the previous broker in certain circumstances.

12. **Disclosure of Potentially Fraudulent Activities.**

- A. 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:
 - 1. Governmental officials, agencies and/or authorities and/or
 - 2. 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.
- B. Seller acknowledges that Broker does not have special expertise with respect to detecting fraud in real estate transactions. Therefore, Seller acknowledges that:
 - 1. Activities which are fraudulent or illegal may be undetected by Broker; and
 - 2. Activities which are lawful and/or routine may be reported by Broker as being suspicious, unusual or potentially illegal or fraudulent.

13. **Broker's Policy on Agency.** Unless Broker indicates below 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. The agency relationship(s), if any, not offered by Broker is/are the following: _____

14. **Dual Agency Disclosure.** *[Applicable only if Broker's agency policy is to practice dual agency]* If Seller and a prospective buyer are both being represented by the same Broker, Seller is aware that Broker is acting as a dual agent in this transaction and consents to the same. Seller has been advised that:

- A. In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
- B. 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 client which is not otherwise required to be disclosed by law;
- C. Seller does not have to consent to dual agency and, the consent of the Seller to dual agency has been given voluntarily and the Seller has read and understands the brokerage engagement agreement.
- D. 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.
- E. Broker or Broker's affiliated licensees will timely disclose to each client the nature of any material relationship with other clients other than that incidental to the transaction. A material relationship shall mean any actually known personal, familial, or business relationship between Broker and a client 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 or 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.

15. **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. With designated agency, 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.

16. **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. If there is an affiliated licensee of Broker directly assisting Broker in marketing and selling the Property, said licensee shall be an:

[Select all which apply. Any section not selected shall not be a part of this Agreement.]

- Independent contractor of Broker
- Employee of Broker

17. **Extension.** If during the term of this Agreement, Seller and a prospective buyer enter into a real estate sales contract or option to purchase contract which is not consummated for any reason whatsoever, then the original expiration date of this Agreement shall be automatically extended for the number of days that Property was under contract.

18. **No Imputed Knowledge.** Seller acknowledges and agrees that with regard to any property in 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.
19. **Governing Law.** This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia.
20. **Survival.** The commission rights of Broker and the commission obligations of Seller set forth herein shall survive termination or expiration of this Agreement.
21. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of Seller. 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.
22. **GAR Forms.** The Georgia Association of REALTORS®, Inc. ("GAR") makes certain standard real estate forms available to its members. These GAR forms are frequently provided to the parties in real estate transactions by the REALTORS® with whom they are working. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. 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.
23. **Notices.**
- A. Communications Regarding Real Estate Transactions.** Client 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, Client agrees to remain reasonably available to receive communications from Broker.
- B. Notices between Broker and Client Regarding this Agreement.** Client 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, e-mail 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 e-mail address in this Agreement, it shall mean that the party is not accepting notices or communications sent by this means.
- C. Client Contact Information.**

The contact information of Client(s) is set forth below:

_____	Business Telephone: _____
Client Name	
_____	Home Telephone: _____
Address for Receiving Notice	
_____	Cell Phone: _____
_____	Facsimile Number: _____
_____	E-mail Address: _____

Client Name	Business Telephone: _____
_____	Home Telephone: _____
Address for Receiving Notice	
_____	Cell Phone: _____
_____	Facsimile Number: _____
_____	E-mail Address: _____

Client agrees to immediately update Broker of any changes to the above referenced information.

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

Additional Special Stipulations are or are not 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 LISTING AGREEMENT WITH ANY OTHER BROKER.

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 _____.

Broker

Seller's Signature

Address: _____

Print or Type Name

Seller's Signature

MLS Office Code _____ Brokerage Firm License Number _____

Print or Type Name

Broker's Phone# _____ & FAX# _____

By: _____
Broker or Broker's Affiliated Licensee

Print or Type Name

Agent's Georgia Real Estate License Number

Email Address: _____

Member of: _____ of REALTORS®



SELLER'S PROPERTY DISCLOSURE STATEMENT
EXHIBIT " "



2011 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of
20
for Property known as or located at

_____ Georgia _____. This Statement
contains Seller's disclosures to Buyer regarding the present condition of the Property, certain past repairs and the history of the Property.

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS DISCLOSURE STATEMENT. In completing this Disclosure Statement, Seller
agrees to:

- (1) answer all questions in reference to the Property (which, unless otherwise noted, shall include the improvements thereon);
(2) leave no question unanswered;
(3) answer all questions fully and accurately based upon the best knowledge and belief of all Sellers in the Purchase and Sale
Agreement;
(4) fully explain in the Additional Explanations paragraph any questions to which the answer is "yes" or "other" referencing the number
of the question for which the additional explanation is being given; and
(5) promptly revise the Statement and provide a copy of the same to the Buyer and any Broker involved in the transaction if prior to
closing there are any material changes in the answers to any of the questions.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. The answers of Seller below should not be a substitute for Buyer conducting
a careful, independent evaluation of the Property. Caveat emptor or buyer beware is the law in Georgia. Buyer is expected to use
reasonable care to identify defects in the Property and satisfy herself or himself that the Property is suitable for Buyer's needs and
purposes. If an independent evaluation of the Property reveals potential problems or areas of concern that would cause a reasonable
buyer to investigate further, Buyer may not have legal recourse if Buyer fails to investigate further.

C. DISCLOSURES.

Table with 3 columns: Question, Yes, No, Don't Know. Rows include: 1. OCCUPANCY: (a) Is the Property vacant? (b) Is the Property or any portion thereof leased? 2. SOIL, TREES, SHRUBS AND BOUNDARIES: (a) Are there now or have there been any landfills... (b) Is there now or has there been any soil movement... (c) Are there presently any diseased or dead trees... (d) Are there presently any encroachments... (e) Do any of the improvements... 3. TERMITES, DRY-ROT, PESTS, AND WOOD-DESTROYING ORGANISMS: (a) Is there now or has there been any damage... (b) Is the Property presently under a transferable bond... (c) Is there a cost to transfer the bond... (d) Is there a cost to maintain the bond... (e) Have any termite/pest control reports... (f) Is there any exterior untreated wood...

	Yes	No	Don't Know
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4. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:

- (a) What year was the main residential dwelling constructed? _____
- (b) Is there now or has there been any movement, shifting, settling (other than normal settling), cracking, or structural problems with any dwelling or garage on the Property? _____
- (c) Has any additional bracing, underpinning, or other structural reinforcements been added to any dwelling or garage on the Property? _____
- (d) Are there now or have there been any problems with driveways, walkways, patios, decks or retaining walls on the Property? _____
- (e) Have there been any additions, structural changes, or any other major alterations to the original improvements on the Property? _____
- (f) Has any work been done on the Property where required permits and/or approvals (public or private) were not obtained? _____
- (g) Has any work been done to the Property that was not in compliance with the then applicable building codes or zoning regulations? _____

5. LEAD-BASED PAINT: Was any part of the residential dwelling on the Property or any painted, component, fixture or material used therein constructed or manufactured prior to 1978?
 If you have answered "Yes" or "Don't Know" the Lead-Based Paint Exhibit F54 must be executed by the parties and the Lead-Based Paint Pamphlet F55 must be provided to the buyer.

6. ROOF, GUTTERS AND DOWNSPOUTS:

- (a) Approximate age of roof: _____ years.
- (b) Has the roof, or any part thereof, been repaired or replaced during Seller's ownership? _____
- (c) Are there now or have there been any roof leaks or other problems with the roof, roof flashing, roof underlayment, gutters, leaf guards or downspouts? _____

7. FLOODING, DRAINAGE, MOISTURE AND SPRINGS:

- (a) Are there now or have there been any water leaks, water accumulation, or dampness within the basement, crawl space or other parts of any dwelling or garage at or below grade? _____
- (b) Have any repairs been made to control any water leaks, water accumulation or dampness in the basement, crawl space, or other parts of any dwelling or garage at or below grade? _____
- (c) Is any part of the Property or any improvements thereon presently located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year? _____
- (d) Does water presently stand on any part of Property for more than one (1) day after it has rained? _____
- (e) Has there ever been any flooding on any part of the Property? _____
- (f) Are there now or have there been any streams that do not flow year round or springs on the Property? _____
- (g) Are there any dams, retention ponds, storm water detention basins, or other similar facilities on the Property? _____

8. SEWER/PLUMBING RELATED ITEMS:

- (a) What is the drinking water source: public private well on property
- (b) If the drinking water is from a well, has the water been tested within the past 12 (twelve) months? _____
- (c) What type of sewage system serves the Property: public private septic tank
- (d) If the Property is served by a septic system, how many bedrooms was the septic system approved for by local governmental authorities? _____
- (e) Is the main dwelling served by sewage pump? _____
- (f) Has any septic tank or cesspool on Property ever been professionally serviced? _____
 If yes, please give the date of last service: _____
- (g) Are there now or have there been any leaks, backups, tree roots in lines or other similar problems with to any portion of the plumbing, water or sewage systems? _____
- (h) Is there presently any polybutylene plumbing, other than the primary service line, on the Property? _____
- (i) Are any of the plumbing fixtures in any dwelling or garage not low water flow fixtures? _____
- (j) Has any water line or fixture on the Property ever froze in cold weather? _____

9. SYSTEMS AND COMPONENTS:

- (a) What is the primary heating system serving the main dwelling?
 natural gas, forced air heat pump electric furnace radiant heating other
- (b) Does the primary heating system not serve any enclosed part of the main dwelling (excluding the attic, crawl space, garage or basement)? _____
- (c) What is the approximate age of the primary heating system serving the Property: _____ years
- (d) What is the primary air conditioning system serving the main dwelling? gas electric other
- (e) Does the primary air conditioning system not serve the entire enclosed portion of the main dwelling (excluding the attic, crawl space, garage or basement)? _____
- (f) What is the approximate age of the primary air conditioning system(s) _____ years
- (g) How is the hot water heated in the main dwelling? gas electric solar

	Yes	No	Don't Know
(h) Is any water heater tankless?	_____	_____	_____
(i) What is the approximate age of the primary water heater: _____ years	_____	_____	_____
(j) Does any dwelling or garage have aluminum wiring other than in the primary service line?	_____	_____	_____
(k) Is there any system or appliance which is leased or for which the buyer must pay a transfer fee to continue to use? If yes, what is the transfer fee? \$ _____ If yes, what is the current use fee to be paid by the Buyer? \$ _____	_____	_____	_____
(l) Are any fixtures or appliances included in the sale in need of repair or replacement?	_____	_____	_____
(m) Are any fireplaces presently not working, decorative only or in need of repair?	_____	_____	_____
(n) When was each fireplace, wood stove or chimney/flue last cleaned? Date(s): _____	_____	_____	_____
(o) Is any part of the exterior surface of any dwelling or garage on the Property presently constructed of synthetic stucco?	_____	_____	_____
(p) Are there now or have there been any problems with siding or exterior building surfaces swelling, chipping, cracking, delaminating or retaining moisture?	_____	_____	_____
(q) Are any windows designed to be operable, painted shut or fail to open and close?	_____	_____	_____
(r) Was any of the drywall used in the Property made in China and/or have a foul smelling odor?	_____	_____	_____
10. ENVIRONMENTAL/HEALTH/SAFETY CONCERNS:			
(a) Are there now or have there been any underground tanks or toxic or hazardous substances such as asbestos, urea-formaldehyde, methane gas, radioactive material, radon, mold, benzene or other environmental contaminants on or in the Property?	_____	_____	_____
(b) Has the Property ever been tested for radon, lead, mold or any other potentially toxic substances?	_____	_____	_____
(c) Is there now or has there been any mold on interior heated and cooled portions of any dwelling on the Property other than on the walls, floors or ceilings of showers, sinks, and bathtubs?	_____	_____	_____
(d) Are there any exterior doors which either do not lock or for which the key has been lost?	_____	_____	_____
11. LITIGATION AND INSURANCE:			
(a) Does the Property contain any building products which are or have been the subject of class action lawsuits, litigation or legal claims alleging that the product is defective?	_____	_____	_____
(b) Is there now or has there been any litigation involving the Property or any improvement therein alleging negligent or improper construction, defects, termites, and/or title problems?	_____	_____	_____
(c) Has there been any award or payment of money in lieu of repairs for such a defective building product?	_____	_____	_____
(d) Has any release been signed that would limit a future owner from making any claims in connection with Property?	_____	_____	_____
(e) Has there been any fire, flood or wind damage which required repairs to Property in excess of \$500.00?	_____	_____	_____
(f) Has there been any insurance claims filed on Property since you owned it? If yes, how many? _____	_____	_____	_____
12. OTHER MATTERS:			
(a) Have there been any inspections of the Property in the past year? If yes, by whom and of what type? _____	_____	_____	_____
(b) Was any dwelling on the Property or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?	_____	_____	_____
(c) Is any portion of the main dwelling a mobile, modular or manufactured home?	_____	_____	_____
(d) Has the Property been designated as historic or in a historic district where modifications and additions are limited?	_____	_____	_____
(e) Are there any other adverse, material facts pertaining to the physical condition of the Property that have not otherwise been disclosed?	_____	_____	_____
13. COVENANTS, FEES AND ASSESSMENTS:			
Is the Property part of a condominium, community association or subject to a Declaration of Covenants, Conditions and Restrictions (CC & Rs) or other similar restrictions? [IF YES, SELLER IS INSTRUCTED TO ADDITIONALLY FILL OUT AND PROVIDE TO BUYER A COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT, GAR FORM 123].	_____	_____	_____
14. AGRICULTURAL DISCLOSURE: Is Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?			
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.	_____	_____	_____

15. ADDITIONAL EXPLANATIONS FOR ALL QUESTIONS ANSWERED "YES" or "OTHER": *[Explanations should reference the number of the question for which more detailed information is being provided.]*

Additional pages are or are not attached.

D. FIXTURES/ITEMS: (Check) only those fixtures/items below that are included in the sale of Property. Unless otherwise indicated, if there is more than one item (such as a second refrigerator or two chandeliers or three smoke detectors), all such fixtures/items checked are included in the sale of Property. Those fixtures/items listed below that are not checked shall not be included in the sale of Property.

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Above Ground Pool | <input type="checkbox"/> Fence (Invisible) | <input type="checkbox"/> Microwave Oven | <input type="checkbox"/> Sump Pump |
| <input type="checkbox"/> Air Conditioning Window Unit | <input type="checkbox"/> Fence Pet Collar | <input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing | <input type="checkbox"/> Surface Unit Cook Top |
| <input type="checkbox"/> Air Purifier | <input type="checkbox"/> Fireplace | <input type="checkbox"/> Mirror (Attached) | <input type="checkbox"/> Gas <input type="checkbox"/> Electric |
| <input type="checkbox"/> Alarm System (Burglar) | <input type="checkbox"/> Gas Logs | <input type="checkbox"/> Outbuilding | <input type="checkbox"/> Swimming Pool Equipment |
| <input type="checkbox"/> Leased <input type="checkbox"/> Owned | <input type="checkbox"/> Gas Starter Key | <input type="checkbox"/> Outdoor Furniture | (List below) |
| <input type="checkbox"/> Alarm System (Smoke/Fire) | <input type="checkbox"/> Remote Control | <input type="checkbox"/> Outdoor Playhouse | <input type="checkbox"/> Swing Set |
| <input type="checkbox"/> Leased <input type="checkbox"/> Owned | <input type="checkbox"/> Screen/Door | <input type="checkbox"/> Porch swing | <input type="checkbox"/> Switch Plate Covers |
| <input type="checkbox"/> Arbor | <input type="checkbox"/> Wood Burning Insert | <input type="checkbox"/> Propane Gas/ Fuel Oil Tanks | <input type="checkbox"/> Telephone/Data Jacks/Wires |
| <input type="checkbox"/> Attic Fan (Whole House Fan) | <input type="checkbox"/> Fire Sprinkler System | <input type="checkbox"/> Above ground <input type="checkbox"/> Buried | <input type="checkbox"/> Television Antenna |
| <input type="checkbox"/> Attic Ventilator Fan | <input type="checkbox"/> Flag Pole | <input type="checkbox"/> Leased <input type="checkbox"/> Owned | <input type="checkbox"/> Television Cable/Jacks |
| <input type="checkbox"/> Awning | <input type="checkbox"/> Garage Door Opener | <input type="checkbox"/> Propane/ Fuel Oil in Tank | <input type="checkbox"/> Thermostat |
| <input type="checkbox"/> Basement/Crawl Space | <input type="checkbox"/> Remote Control | <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Trash Compactor |
| Ventilator Fan | <input type="checkbox"/> Gas Grille | <input type="checkbox"/> Safe | <input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing |
| <input type="checkbox"/> Basketball Post & Goal | <input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing | <input type="checkbox"/> Satellite Dish/Receiver | <input type="checkbox"/> Tree House |
| <input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing | <input type="checkbox"/> Gates | <input type="checkbox"/> Sauna | <input type="checkbox"/> Trellis |
| <input type="checkbox"/> Birdhouses | <input type="checkbox"/> Remote Control | <input type="checkbox"/> Sewage Pump | <input type="checkbox"/> Vacuum System (Built-In) |
| <input type="checkbox"/> Boat Dock servicing the | <input type="checkbox"/> Gazebo | <input type="checkbox"/> Shelving Unit & System | <input type="checkbox"/> Vacuum Attachments |
| Property | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing | <input type="checkbox"/> Vent Hood |
| <input type="checkbox"/> Carbon Monoxide Detector | <input type="checkbox"/> Humidifier | <input type="checkbox"/> Shower Head/Sprayer | <input type="checkbox"/> Washing Machine |
| <input type="checkbox"/> Ceiling Fan | <input type="checkbox"/> Ice Maker | <input type="checkbox"/> Smoke Detector | <input type="checkbox"/> Water Purification System |
| <input type="checkbox"/> Remote Control | <input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing | <input type="checkbox"/> Battery Operated | <input type="checkbox"/> Leased <input type="checkbox"/> Owned |
| <input type="checkbox"/> Chandelier | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Hard Wired | <input type="checkbox"/> Water Softener System |
| <input type="checkbox"/> Dehumidifier | <input type="checkbox"/> Landscape Irrigation System | <input type="checkbox"/> Speakers (Built-In) | <input type="checkbox"/> Leased <input type="checkbox"/> Owned |
| <input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing | <input type="checkbox"/> Landscaping Lights | <input type="checkbox"/> Statuary | <input type="checkbox"/> Weather Vane |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Light Bulbs | <input type="checkbox"/> Stepping Stones | <input type="checkbox"/> Well Pump |
| <input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing | <input type="checkbox"/> Light Fixtures | <input type="checkbox"/> Storage Building | <input type="checkbox"/> Window Screens |
| <input type="checkbox"/> Dog House | (Except Chandeliers) | <input type="checkbox"/> Stove | <input type="checkbox"/> Window Treatments |
| <input type="checkbox"/> Doorbell | <input type="checkbox"/> Mailbox | <input type="checkbox"/> Gas <input type="checkbox"/> Electric | (including Hardware) |
| <input type="checkbox"/> Door & Window Hardware | | <input type="checkbox"/> Built-In <input type="checkbox"/> Free Standing | <input type="checkbox"/> Wine Cooler |
| <input type="checkbox"/> Dryer | | | |
| <input type="checkbox"/> Gas <input type="checkbox"/> Electric | | | |

Other fixtures/items included in the sale of Property shall be: _____

Other fixtures/items not included in the sale of Property shall be: _____

The common law of fixtures shall apply to fixtures not addressed herein. Those fixtures/items that are not included in the sale of Property shall remain Property of Seller and shall be removed prior to closing or the transfer of possession of Property to Buyer, whichever is later. Seller shall lose the right to remove any such fixtures/items not timely removed. In removing all fixtures/items, Seller shall use reasonable care to prevent damage and, if necessary, shall restore the area where the fixture / item has been removed to its original condition.

SELLER'S REPRESENTATION REGARDING SELLER'S PROPERTY DISCLOSURE STATEMENT:

Seller represents that Seller has followed the Instructions to Seller in Completing This Disclosure Statement set forth in Paragraph A above and will follow the same in updating this Disclosure Statement as needed from time to time.

Seller: _____ Date: _____

Seller: _____ Date: _____

RECEIPT AND ACKNOWLEDGMENT BY BUYER:

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

Buyer: _____ Date: _____

Buyer: _____ Date: _____