Coldwell Banker Residential Brokerage
Coldwell Banker The Condo Store
Exclusive Buyer Brokerage Agreement
Affiliated Business Disclosure

Thank you for choosing Coldwell Banker Residential Brokerage and Coldwell Banker The Condo Store for your real estate needs. As Atlanta's *Number One* residential real estate company, we are confident that we will provide all the services you will need in the purchase of your home.

It is our policy to provide you with some important disclosures required by Georgia Law. Please read the following information carefully. It will explain the Buyer's Agency information as well as what you need to know regarding our affiliated businesses. You will be asked to sign the attached agreements, which will allow us to then represent you as a **Buyer's Agent**.

At Coldwell Banker Residential Brokerage and Coldwell Banker The Condo Store, we want to work for you in finding a home. By representing you as your agent, we can provide you with valuable advice and services.

As you know, our company also represents sellers who list their homes with us. If we are representing you when you choose to purchase a property listed with our company, we will continue to represent both you and the seller in a dual agency or designated agency capacity. **Dual Agency** exists when the same agent is assisting both you and the seller. **Designated Agency** exists when one of our agents is representing you and another agent in our company represents the seller.

As your Buyer's Agent we will perform the following Duties and Services:

- Arrange property showings
- Assist with financing
- Provide information believed to be accurate and disclose the source of that information
- Explain forms and agreements
- Monitor the closing
- Give you advice and counsel within the scope of our expertise
- Keep your bargaining and financial position confidential unless required to make a disclosure by law
- Promote and protect your best interests within the client relationship
- Negotiate the best price and terms for you
- Point out reasons not to buy
- Pass on information that may enhance your bargaining position
- Assist in writing the offer with your best interests in mind
- Expose you to both listed and unlisted properties

Equal Housing Opportunity. Independently owned and operated by NRT, Inc.

COLDWELL BANKER
RESIDENTIAL BROKERAGE

Affiliated Business Disclosure

COLDWELL BANKER
THE CONDO STORE

This is to give you notice that Coldwell Banker Residential Brokerage, Coldwell Banker The Condo Store and Coldwell Banker Builder Developer Services (hereinafter "Broker") have business relationships with the companies listed in this Statement, in that each of the companies is wholly or partially owned by Broker, Cendant Corporation, or NRT Incorporated. Cendant Corporation has an equity interest in NRT Incorporated, the ultimate parent of your local Broker, and other brokerage offices throughout the nation. NRT Incorporated wholly owns NRT Settlement Services, Inc., which is a 50% owner of Regency Title Company, L.L.C. The other 50% of Regency Title Company, L.L.C., is owned by the law firm of Weissman, Nowack, Curry & Wilco, P.C. Neither Cendant, NRT Incorporated, nor Broker has any ownership interest in said law firm, but title insurance issued as part of closings performed by the law firm will in many instances be issued by Regency Title Company, L.L.C.In addition, Cendant Corporation owns the franchiser of the COLDWELL BANKER®, CENTURY 21® and ERA® systems. Because of these relationships, the referral of business to these companies may provide us or other related parties noted herein a financial or other benefit. We will not be paid a referral fee as a result of any referral to the non-real estate brokerage companies. In connection with providing real estate brokerage services, Broker may receive a commission or a cooperative brokerage referral fee for a referral to another real estate brokerage company (which is typical in the real estate brokerage industry); however, this will not affect the amount you pay to purchase or sell a property. We have set forth below the full range of services that these companies provide, along with an estimate of the range of charges generally made for these services. You are NOT required to use the listed companies as a condition of the purchase or sale of your property. **THERE ARE FREQUENTLY OTHER SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES**

COMPANIES	HUD-1 DESCRIPTION / LINE DESIGNATION	ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER[1]
DBA COLDWELL BANKER MORTGAGE Provides a full range of residential first mortgage loan products and services.	Loan origination fee (801) Loan discount fee/points (802) Application fee (800 Series)	0 - 2% of loan amount[1] 0 - 5% of loan amount[2] $0 - $350[3]
REGENCY TITLE COMPANY, L.L.C. Issues owner's and lender's title insurance policies in real estate transactions closed by Weissman, Nowack, Curry & Wilco, P.C.	Title insurance binder (1104) Title insurance premium (1108)	$0 - $150 0 - 1% of purchase price (owner's policies) or loan amount (lender's policies)

1. Actual charges may vary according to the particular circumstances underlying the transaction, including the home value, other requested terms and services, unusual market conditions, government regulations and other similar factors. Rates may not be the lowest available and are subject to change. For a free, no obligation quote, please contact the company directly.
2. The loan discount fee/points are affected by the note rate. Depending upon market conditions, the loan discount fee/points may be higher to adjust for below-market rates.
3. There are other charges imposed in connection with mortgage loans. If you apply to this company for a loan, you will receive additional information regarding anticipated charges.

Name: _____ Date: _____Name: _____ Date: _____

In addition, although not affiliated business arrangements, please note the following: Certain Brokers market the Coldwell Banker Home Protection Plan ® Home Warranty and Brink's® Security Services, as well as other products and services. Broker or its affiliate (s) may receive a financial or other benefit in connection with such products or services.

Revised June 2004

COLDWELL BANKER
RESIDENTIAL BROKERAGE

Exclusive Buyer Brokerage Agreement

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

COLDWELL BANKER
THE CONDO STORE

For and in consideration of the mutual promises contained herein and other good and valuable consideration, _____ as Buyer (hereinafter referred to as "Buyer"), and _____as Broker and its licensees (hereinafter collectively referred to as "Broker") do hereby enter onto this Agreement this _____ day of _____, _____.

1. **Exclusive Brokerage Agreement.** Buyer hereby hires Broker to act as Buyer's exclusive real estate broker and agent to assist Buyer in locating and negotiating the purchase or exchange of real property. Buyer has not entered into a buyer brokerage agreement with any other real estate broker or any previous buyer brokerage agreement has been terminated. The term of this Agreement shall begin on _____ and shall continue through _____, _____.

2. **Broker's Duties To Buyer.** Broker's sole duties to Buyer shall be to: (a) attempt to locate property suitable to Buyer for purchase; (b) assist to the extent requested by Buyer in negotiating the terms of and filling out a pre-printed real estate purchase and sale agreement; and (c) comply with all applicable laws in performing its duties hereunder including the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § l0-6A.l et. seq.

3. **Buyer's Duties.** Buyer agrees to: (a) work with only Broker (and not with any other real estate broker or licensee) in identifying, previewing, and seeing property for purchase by Buyer; (b) be available to meet with Broker to see property; (c) provide Broker with accurate information as requested by Broker (including financial information about Buyer's financial ability to complete the transaction and written authorization to obtain verification of funds); and (d) inspect and otherwise become familiar with any potentially adverse conditions relating to the physical condition of any property in which Buyer becomes interested, any improvements located on such property and the neighborhood surrounding such property.

4. **Limits on Broker's Authority and Responsibility.** Buyer acknowledges and agrees that Broker (a) may show property in which Buyer is interested to other prospective buyers; (b) is not an expert with regard to matters which could have been revealed through a survey, title search or inspection of the property; the condition of property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to property; hazardous or toxic materials; termites and other wood destroying organisms; the tax and legal consequences of any real estate transaction; the availability and cost of utilities and community amenities; the appraised or future value of the property; conditions existing off the property which may affect the Property; and the uses and zoning of property and matters relating to financing and if these matters are of concern to Buyer, Buyer is hereby advised to seek independent expert advice relative thereto; (c) shall owe no duties to Buyer or have any authority on behalf of Buyer other than what is set forth in this Agreement; (d) may make all disclosures required by law; 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 retained by the listing broker, if any).Buyer agrees to hold Broker harmless from any and all claims, causes of action, or damages arising out of or relating to (a) Buyer providing Broker incomplete and or inaccurate information or (b) the handling of earnest money or other considerations money by anyone other than Broker.

5. **Early Termination.** Broker or Buyer shall have the right to terminate this Brokerage Agreement at any time by giving the other party written notice; however this shall not limit Broker's remedies under the commission paragraph.

6. **Commission.** Broker shall seek to be paid a commission from the listing broker under a cooperative brokerage arrangement or from the seller if there is no listing broker. In the event the seller or listing broker does not pay Broker a commission, then Buyer shall pay Broker at time of closing, a commission of _____% of the purchase price of all real property in Georgia which Buyer purchases during the term of this Agreement whether or not the property has been identified to Buyer by Broker. In addition, if Buyer leases property or enters into a lease purchase contract during this Agreement, and the landlord does not agree to pay Broker a leasing commission, Buyer shall also pay Broker for the duration of the lease and any renewal or extension thereof a commission of _____ % of each rental payment paid by Buyer to landlord thereunder. Furthermore, in the event that during the _____ day period following termination of this Brokerage Agreement, Buyer purchases, contracts to purchase, leases or lease purchases any property identified to Buyer by Broker during the term of this Brokerage Agreement, then Buyer shall pay Broker at closing or the commencement of any lease, if applicable, the commission or commissions set forth above. The commission obligations set forth above shall survive the termination of this Agreement.

7. **Administrative Fee.** At the time of closing, Buyer shall pay to Coldwell Banker Residential Brokerage and Coldwell Banker The Condo Store a real estate administrative fee of $195.00 (whether or not the fee is specifically referenced in the purchase and sales agreement). If Buyer does not purchase or exchange property under the provisions of this agreement, no administrative fee will be charged.

8. **Extension.** If during the term of this Brokerage Agreement, Buyer and a seller enter into a real estate sales contract, which is not consummated for any reason whatsoever, then the original expiration date of this Agreement shall be extended for the number of days that the property was under contract.

9. **Entire Agreement.** This Brokerage Agreement constitutes the sole and entire agreement between the parties hereto, and no modification of this Brokerage Agreement shall be binding unless signed by all parties. No representation, promise, or inducement not included in this Brokerage Agreement shall be binding upon any party hereto.

10. **Required State Law Disclosures.** (a) Broker agrees to keep all information which Buyer asks to be kept confidential by express request or instruction unless the Buyer permits such disclosure by subsequent work or conduct or such disclosure is required by law; (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 Buyer, the duty not to give customers false information shall prevail; and (d) unless specified below, Broker has no other known agency relationships with other parties which would conflict with any interests of Buyer (with the exception that Broker may represent other buyers, sellers, tenants and landlords in buying, selling or leasing property).

11. **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, landlord agency, and tenant agency.

The agency relationship(s), if any, NOT offered by Broker include the following: _____.

12. **Dual Agency Disclosure.** [Applicable only if Brokers agency is to practice dual agency] Buyer does hereby consent to Broker acting in a dual agency capacity in transactions in which the Broker is representing as clients both the Buyer and a seller of real property in which Buyer is interested in purchasing and the Broker is not acting in a designated agency capacity. By entering into this Agreement, Buyer acknowledges that Buyer does not have to Consent to dual agency, is doing so voluntarily, and that this brokerage engagement has been read and understood. In serving as a dual agent, Broker is representing two parties as clients whose interests are or at times could be different or even adverse. As a dual agent, Broker will disclose to both parties all adverse material facts relevant to the transaction actually known to the dual agent except for information made confidential by request or instructions from either client and which is not required to be disclosed by law. Buyer hereby directs Broker, while acting as a dual agent to keep confidential and not reveal to the seller any information which would materially and adversely affect the Buyers negotiating position. Broker or Broker's affiliated licensees will timely disclose to each client the nature of any material relationship the Broker and the Broker's affiliated licensees have with the other client or 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 Buyer 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 Buyer a disclosure of the nature of such relationship.

13. **Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Georgia.

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

☐ **(Mark box if additional pages are attached.)**

BY SIGNING THIS AGREEMENT BUYER ACKNOWLEDGES THAT: (1) BUYER HAS READ ALL PROVISIONS AND DISCLOSURES MADE HEREIN; (2) BUYER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) BUYER IS NOT SUBJECT TO A CURRENT BUYER BROKERAGE ENGAGEMENT WITH ANY OTHER BROKER.

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

The above proposition is hereby accepted, _____o'clock _____., on the _____day of _____, _____.

_____
Company

By: _____
Broker or Broker's Affiliated Licensee

Print/Type Name: _____

Address: _____

Phone: _____ *Fax:* _____

_____
Buyer *S/FEI#*

Print/Type Name: _____

Address: _____

Phone: _____*Fax:* _____

_____
Buyer *S/FEI#*

Print/Type Name: _____

Address: _____

Phone: _____*Fax:* _____

E-mail Address: _____