

## REAL ESTATE PRE-LISTING AGREEMENT

For and in consideration of the mutual promises contained herein and other good and valuable consideration, \_\_\_\_\_ (“Seller”) and HSGA Real Estate Group, L.L.C., a Delaware limited liability company d/b/a Berkshire Hathaway HomeServices Georgia Properties (“Broker”) do hereby enter into this Real Estate Pre-Listing Agreement (this “Agreement”), this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. **Execute Listing Agreement.** At the end of the Preparation Period, defined below, Seller shall execute an Exclusive Seller Listing Agreement granting Broker the exclusive right and privilege as the agent of the Seller to show and offer for sale the property located at \_\_\_\_\_, Georgia \_\_\_\_\_ and more particularly described in the legal description shown on **Exhibit A** (the “Property”).

2. **Retention of Broker.** Prior to the execution of the above described exclusive listing agreement, Seller wishes to take time to prepare the Property for sale. Seller desires to engage Broker to provide services to Seller related to preparing the Property for sale and Broker agrees to provide such services, upon the terms and conditions set forth in this Agreement and in the Addendum attached as **Exhibit B** (the “Addendum”).

3. **Term.** This Agreement shall begin on the date set forth above and shall continue through the date that Seller executes the Exclusive Seller Listing Agreement referenced above (the “Preparation Period”).

4. **Duties.** Broker, at Broker’s cost and expense, shall take all actions which, in Broker’s best judgment, will optimally prepare the Property to be placed on the market for sale. These actions or services may include, but will not be limited to, the following: (i) Conduct a comparative market analysis to better allow Seller to determine the sales price of the Property; (ii) Arrange for the preparation of a virtual tour of the Property to be used in its marketing; (iii) Arrange for photographs of the Property to be taken to be used in marketing; (iv) Design a brochure describing the Property to be used in marketing; (v) Arrange for “staging” of the Property which will better prepare the Property to be shown to potential buyers; and (vi) promote the Property as a ‘Coming Soon’ listing, as allowed in the first multiple listing service (FMLS) or as otherwise determined by Broker, including placing a ‘Coming Soon’ sign on the Property.

5. **Commission.** If during the Preparation Period, 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 Preparation Period), a commission of \_\_\_\_\_ percent (\_\_\_\_%) of the Property’s total sales price at closing. 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 Property’s total sales price at closing. The commission rights of Broker and the commission obligations of Seller set forth herein shall survive the termination or expiration of this Agreement.

6. **Reimbursement of Expenses.** If Seller (i) decides not to place the Property on the market after Broker has provided services hereunder; (ii) decides not to execute the Exclusive Seller Listing Agreement with Broker referenced above; or (iii) decides to lease the Property, after Broker has provided such services, then this Agreement shall terminate and Seller shall reimburse Broker for all the out-of-pocket costs and expenses incurred by Broker and Broker’s affiliated licensees in seeking to promote the Property pursuant to this Agreement. 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 related to the promotion of the Property. 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 against Seller for a real estate commission(s) and/or other damages and shall not release Seller from such claims.

7. **Release and Indemnity.** Seller, for and on behalf of Seller’s respective heirs, executors, administrators, legal representatives, successors, transferees, agents, and assigns, does hereby fully and completely release, acquit, and forever discharge Broker and all of its legal representatives, successors, owners, managers, officers, licensees, agents, employees,

and assigns, and each of them, together with any and all entities in which Broker has held an interest in the past or in which Broker currently holds an interest, from any and all lawsuits, arbitrations, causes of actions, claims, liens, demands, debts, defenses, costs and expenses, of any kind or nature whatsoever, including without limitation attorneys' fees or costs, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, liquidated or unliquidated, accrued or unaccrued, which were or could have been asserted, now or in the future, against Broker or such other entities in any way related to the actions of any vendors, companies or service providers that perform any work on the Property as a result of Broker's services under this Agreement ("Claims"). It is expressly intended by this Agreement that Broker be fully and completely discharged from any and all legal liability or obligations arising, growing out of, connected with or in any manner involving, concerning, arising from, or relating to the Claims. Seller further hereby agrees that in the event that any Claim is made against Broker, its representatives, successors, officers, agents, employees, assigns, or licensees, Seller shall indemnify, forever hold harmless, and defend Broker or such party against any such Claim and will pay and satisfy any such Claim, including all reasonable attorney fees.

**8. Limit of Liability.** Broker shall, under no circumstances, have any liability under this Agreement 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.

**9. Seller's Acknowledgement and Limits on Broker's Responsibility.** By executing this Agreement, Seller warrants and represents that Seller has read this Agreement and understands that this Agreement contains a waiver and release of rights and claims that Seller might otherwise have against the other parties; that they have had the opportunity to consult with an attorney prior to signing this Agreement; that they understand fully the terms, conditions, requirements, and effects of this Agreement; and that they execute this Agreement freely, knowingly, and voluntarily without threat, duress, coercion, or promise of any future consideration not otherwise provided in this Agreement. Seller 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. Broker shall not be responsible to advise Seller on any matter which could have been revealed through a survey, title search or inspection of the property; the condition of the property, 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. Seller acknowledge that Broker is not an expert with respect to the above matters and that if any of these matters are of concern to Seller, Seller should seek independent expert advice.

**10. Fair Housing Disclosure.** Seller acknowledges that Broker is committed to providing equal housing opportunities to all persons and that Seller and Broker are obligated to comply with state and federal fair housing laws in selling the Property. Seller agrees not to discriminate in the sale of the Property on the basis of race, color, religion, national origin, citizenship, sex, familial status, disability, marital status or sexual orientation.

**11. Other Agreements.** This Agreement: (i) represents the entire agreement between the parties and supersedes any previous oral or written agreements; (ii) may only be modified in a writing signed by both parties; (iii) is binding upon all successors and assigns; (iv) is governed by Georgia state law; (v) may be executed in one or more counterparts, including via electronic signatures. Time is of the essence of this Agreement.

**12. Severability.** In the event any portion or paragraph of this Agreement is deemed invalid, such invalidity shall not affect the remainder of this Agreement, and the remaining portions and paragraphs of this Agreement shall remain in full force and effect.

[Signatures Page Follows]

IN WITNESS WHEREOF, the Seller and Broker have executed this Agreement effective the date first written above.

**SELLER:**

\_\_\_\_\_

\_\_\_\_\_  
Sign Name (Seal)

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

**BROKER:**

HSGA REAL ESTATE GROUP, L.L.C.,  
a Delaware limited liability company  
D/B/A BERKSHIRE HATHAWAY  
HOMESERVICES GEORGIA PROPERTIES

By: \_\_\_\_\_  
Sign Name

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

Its: \_\_\_\_\_