



**CAMPBELL & BRANNON**

ACRISURE® PARTNER

# 2025 GAR Changes

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Continuing Education Course

[WWW.CAMPBELLANDBRANNON.COM/2025GARCHANGES](http://WWW.CAMPBELLANDBRANNON.COM/2025GARCHANGES)

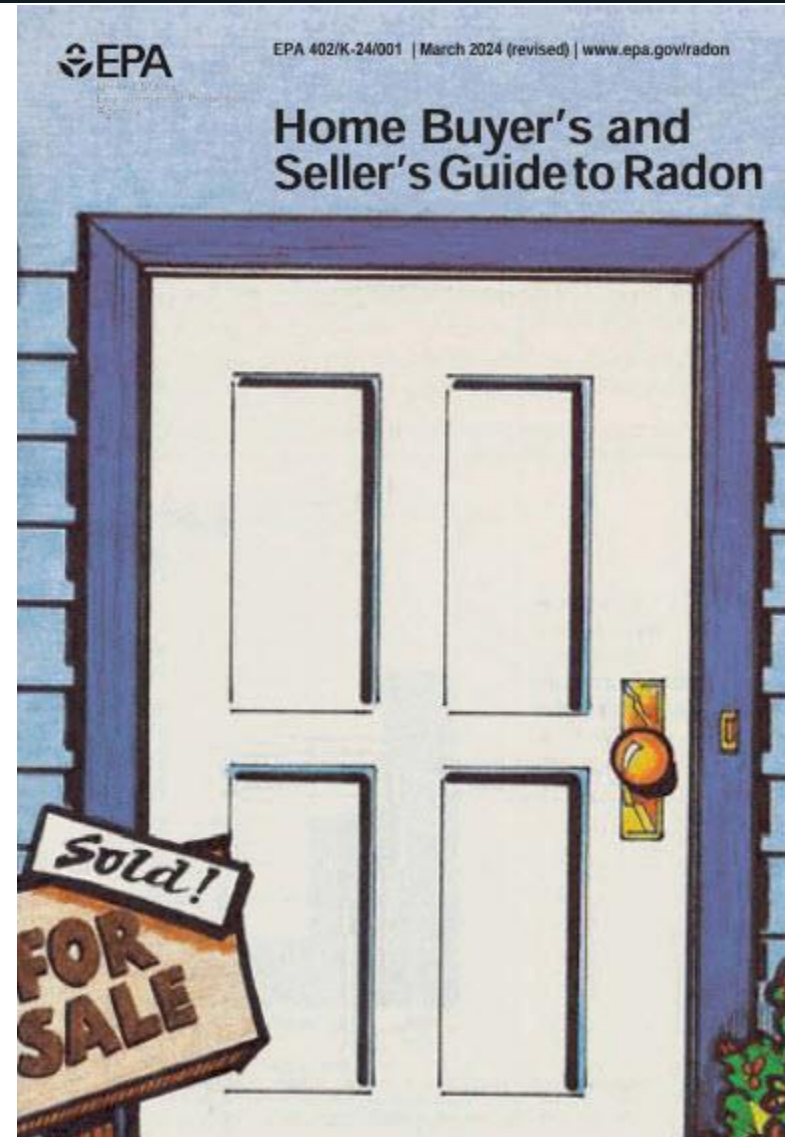


# Brochures



# CB08 Home Buyer's and Seller's Guide to Radon

Updated to the current version of the EPA publication



# CB29 What Buyers, Sellers, and Realtors Need to Know About Buying Agricultural Land and Land Near Military Bases, Installations and Airports

New Brochure!

Information to provide to your clients if they have questions about OCGA § 2-1-7

## What Buyers, Sellers and REALTORS® Need to Know about Buying Agricultural Land and Land Near Military Bases, Installations and Airports

Georgia REALTORS®

2025 Printing

- 1. What does O.C.G.A. § 2-1-7 prohibit?**

This Georgia statute prohibits certain persons from buying or acquiring certain interests in any agricultural land in Georgia and land within 10 miles from a military base, installation or airport ("restricted land").
- 2. How is the 10 miles calculated?**

The restricted land near military installations is that property within a 10-mile radius of a military base, installation or airport.
- 3. Who cannot purchase restricted land?**

The restrictions apply to nonresident aliens, foreign corporations and other foreign businesses and foreign governments designated by the U.S. Secretary of Commerce as a foreign adversary ("prohibited owner"). All such persons and companies are prohibited from buying restricted land. Whether a person or company is a prohibited owner is further defined in the code section.

<https://www.state.gov/countries-of-particular-concern-special-watch-list-countries-entities-of-particular-concern/>
- 4. Do the restrictions apply to all agricultural land and land within 10 miles of a military base, installation or airport?**

No. If the land is not zoned for and cannot be used for agricultural purposes or is a residential property intended to be used as a purchaser's dwelling, it can be acquired by a prohibited owner, regardless of where it is located in Georgia.
- 5. Could it be argued that the law violates our fair housing laws?**

The statute includes the statement that it "shall not be in conflict with the federal Fair Housing Act". However, REALTORS® are advised not to inquire about a person's background when selling property within the restricted area but to simply point out that certain persons are not permitted to buy land within this area and advising the buyer to then determine for themselves whether they would be a prohibited owner.
- 6. Does the law just apply to the ownership of restricted land?**

No. The law does not allow a prohibited owner from directly or indirectly acquiring any "possessory interest" in restricted land. While the term "possessory interest" is not defined in the statute, it generally means the right to possess real property in a manner giving the person control over the land and an ability to exclude others from occupying the property. So, for example, both owners and tenants normally have a possessory interest in land.
- 7. Are there any exceptions to the law?**

A prohibited owner may acquire a possessory interest in restricted land as security for indebtedness, in the collection of debts. An example this would be acquiring an interest in property through foreclosure. However, property acquired this way must be disposed of by a prohibited owner within two years after acquiring such a possessory interest.
- 8. What should I do if I am a prohibited owner and already own agricultural land or land near a military installation?**

Prohibited owners who presently own restricted land are required to dispose of it not later than by June 30, 2027. If a prohibited owner inherits restricted land, they are required to dispose of it within one year.
- 9. What are the penalties for violating the law?**

Any individual who intentionally violates the provisions of the law is guilty of a felony and is subject to a fine of not more than \$15,000 and imprisonment for not less than one (1) year nor more than two (2) years.

Attorneys for local governments can also bring legal action against violators to void transactions that violate the law in which case the property would revert to the previous owner.
- 10. What is the duty of real estate brokers and licensees under the law?**

Brokers who are working with buyers or sellers of restricted land in a client capacity are required to disclose the requirements and limitations of the statute.
- 11. Can a prohibited owner avoid the requirement to dispose of the property?**

Yes, if a nonresident terminates their nonresident alien status, they can avoid complying with the requirement to dispose of restricted property.

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Also added language to F210 and F213 that Buyer warrants their purchase of the property will not violate OCGA § 2-1-7



# Purchase and Sale Agreement





# F201 Purchase and Sale Agreement: Minor Changes

Universal Changes: F210, F213, F228

- A(7) Earnest Money “Earnest Money will be paid to Holder in a method of payment acceptable to the Holder” → removed requirement that it be immediately available funds
- B(1)(a) Warranty clarified that existing leases and other disclosed encumbrances don’t terminate upon closing
- B(3)(d) Prorations clarified the process for adjusting the prorations after closing
- B(6) Holder of Earnest Money added that if earnest money is dishonored Buyer will reimburse Holder of the associated costs and fees
- B(8)(b) retitled Buyer’s Responsibility to Inspect Neighborhood added that neither Seller nor Seller’s Broker have any duty to disclose info about sex offenders in the neighborhood.
- B(9) Lead-Based Paint and Paint Hazard Evaluation combined into one paragraph (F201 only)

# B(4)(a) Right to Extend Closing Date

Notice of unilateral extension must be given prior to 8pm on the day of closing.

Removed the ability to extend because the Buyer did not receive the required disclosures – this reason would be included under the Buyer's mortgage lender being delayed or being unable to fulfill their obligations

Universal Change: F201, F210, F213, F228



#### 4. Closing Date and Possession

a. **Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the Closing Date for eight (8) days upon notice to the other party given prior to 8:00 p.m. on the date of Closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); or (2) Buyer's mortgage lender (including in transactions where the financing contingency has expired) or the Closing Attorney is delayed and cannot fulfill their respective obligations by the date of Closing, provided that the delay is not caused by Buyer. The party unilaterally extending the Closing Date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the Closing Date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.

### Practice Tips!

- Remember that this is the only timeline that ends at 8pm.
- You can always stipulate to a different timeline
- Best Practice: although a party may miss the 8pm notice deadline wait until the following day to terminate.



## F201 Purchase and Sale Agreement – **new** miscellaneous sections

- C(4)(c) Delays Caused by Emergencies
- C(4)(l) No Recording of Agreement
- C(4)(o) Property to Be Delivered in Clean Condition
- C(4)(p) Rules for Interpreting This Agreement

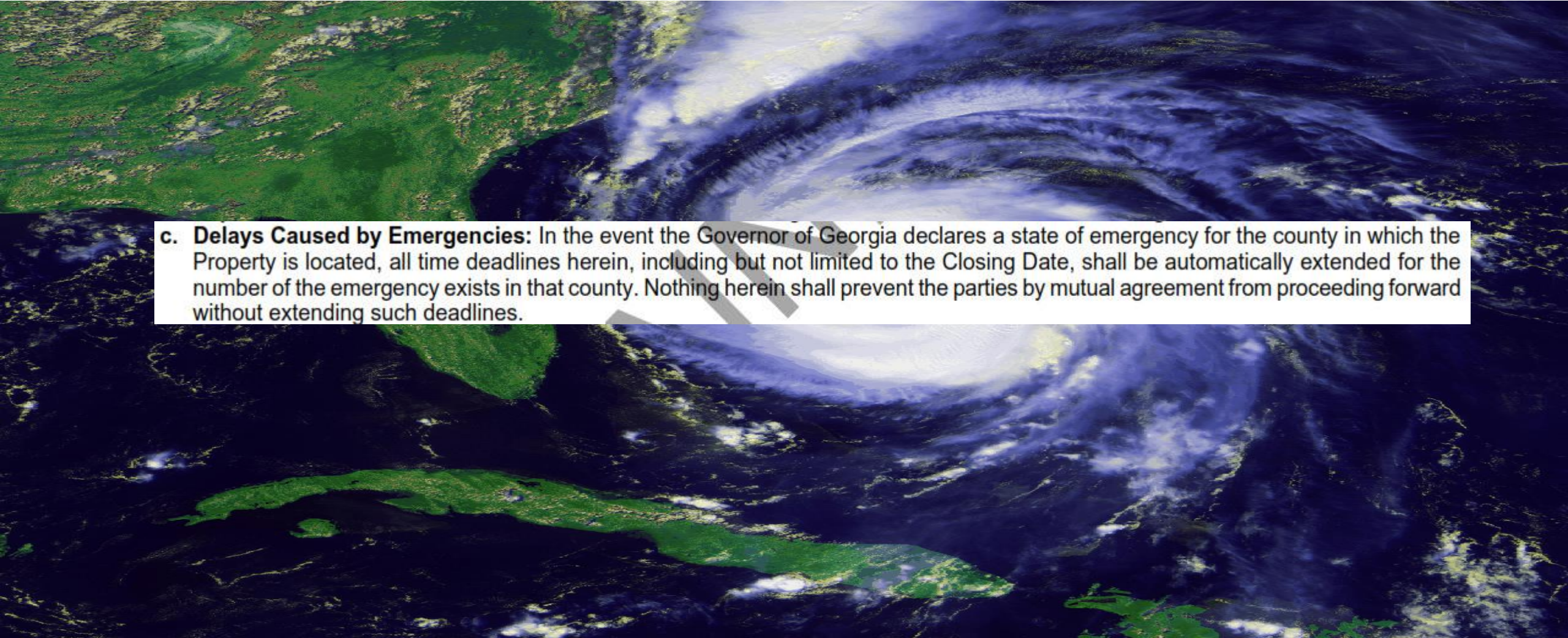
Universal Changes: F210, F213, F228





# F201 Purchase and Sale Agreement

C(4)(c) Delays Caused by Emergencies Note that this is an automatic extension that does not require notice and extends all time deadlines.



**c. Delays Caused by Emergencies:** In the event the Governor of Georgia declares a state of emergency for the county in which the Property is located, all time deadlines herein, including but not limited to the Closing Date, shall be automatically extended for the number of the emergency exists in that county. Nothing herein shall prevent the parties by mutual agreement from proceeding forward without extending such deadlines.

# F201 Purchase and Sale Agreement

## C(4)(l) No Recording of Agreement

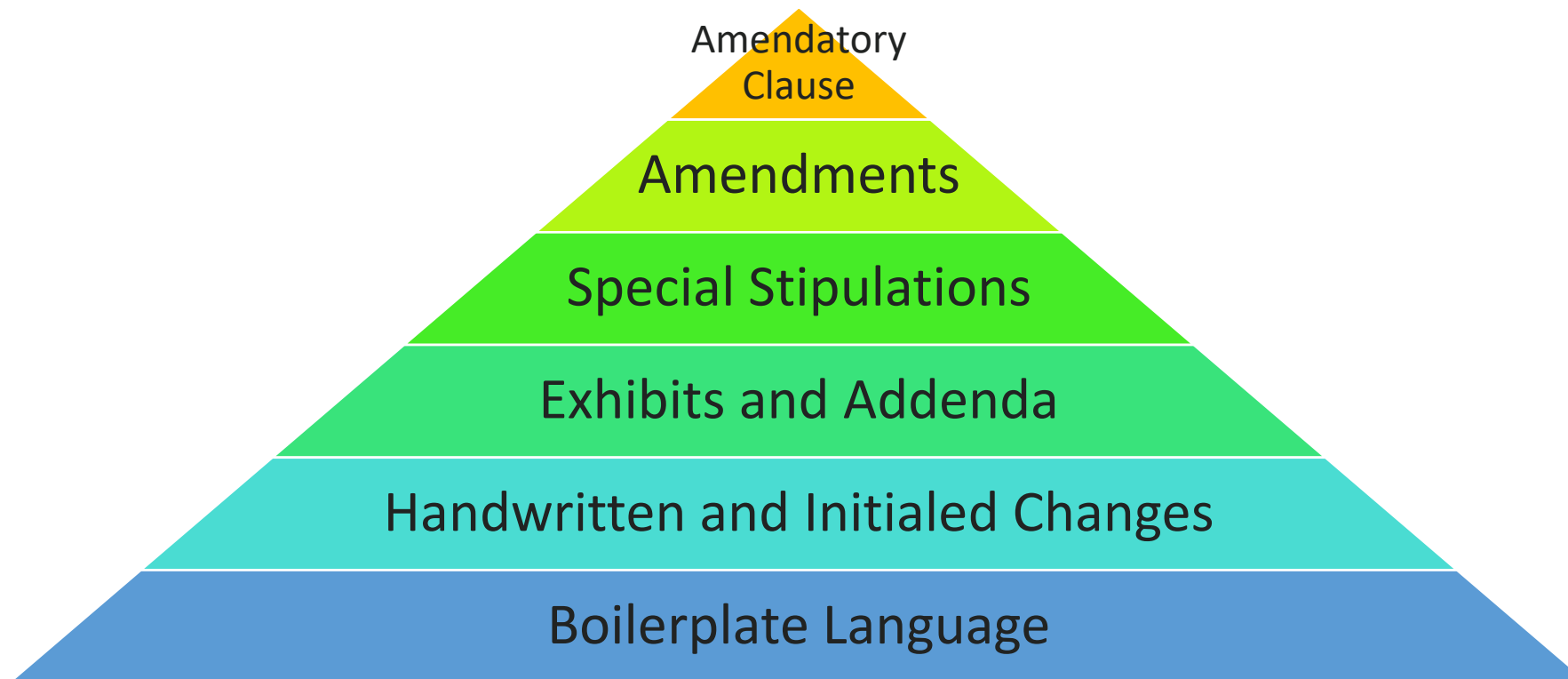
- I. **No Recording of Agreement:** Buyer shall not record (or permit to be recorded) this Agreement or any memorandum or summary thereof in the Office of Land Records. Buyer shall be liable for damages for violating this section of the Agreement. Nothing herein shall prohibit Buyer from recording a *lis pendens* as part of filing a lawsuit claiming an interest in the Property.

## C(4)(o) Property to Be Delivered in Clean Condition

- o. **Property to Be Delivered in Clean Condition:** Notwithstanding any other provision to the contrary, at the time of possession, Seller shall deliver the Property in clean condition, free of trash, garbage, debris, pets and personal property of the Seller not otherwise identified as remaining with the Property. This section shall apply even in transactions where the Property is being sold as-is.

# F201 Purchase and Sale Agreement

C(4)(p) Rules for Interpreting This Agreement -The rules remain the same but added clarifications



# F201 Purchase and Sale Agreement

## (4)(p) Rules for Interpreting This Agreement

Clarifications added:

### (6) Added clarification about broker signatures

- Agreements and amendments are enforceable between the parties without the signature of the Brokers UNLESS it the agreement changes the Broker's Compensation or is amending F259.
- If F259 is attached as an exhibit to the contract it is enforceable even if the Broker only signs the contract.
- If an offer has F259 attached, the Agreement is not enforceable against any party unless the F259 or Agreement is signed by the Broker paying or receiving Compensation.

p. **Rules for Interpreting This Agreement:** In the event of internal conflicts or inconsistencies in this Agreement, the following rules for how those conflicts or inconsistencies shall be resolved will apply:

- (1) Handwritten changes shall control over pre-printed or typed provisions;
- (2) Exhibits shall control over the main body of the Agreement;
- (3) Special Stipulations shall control over both exhibits and the main body of the Agreement;
- (4) Notwithstanding the above, the Amendatory Clause in any FHA or VA exhibit shall control over inconsistent or conflicting provisions contained in another exhibit or a special stipulation.
- (5) Notwithstanding the above, the Amendatory Clause in the FHA or VA Exhibit shall control over inconsistent or conflicting provisions contained elsewhere in this Agreement. Buyer and Seller acknowledge and agree that the "Further Agreement Pertaining to Amendatory Clause" section in the FHA or VA Exhibits does not conflict and is not inconsistent with the Amendatory Clause.
- (6) Except as otherwise provided herein, this agreement and any amendment thereto shall be enforceable, as between the parties, even without the signature of any Broker referenced herein. Notwithstanding the above, if any provision(s) in this Agreement, including a provision(s) in any amendment hereto, changes the total amount of Compensation due to any Broker from the total amount of Compensation said Broker has previously agreed to in writing, then such change to the Broker's Compensation shall only be binding if the Broker impacted by such change consents to the same in writing. If a Buyer's Broker Compensation Agreement (F259) is attached as an exhibit to this Agreement, this Agreement shall not be enforceable unless this Agreement is signed by the Broker paying or receiving Compensation thereunder or such Buyer's Broker Compensation Agreement has been initialed, by the Broker(s) paying or receiving Compensation thereunder, and, in cases where the Seller's Broker is sharing a portion of its Compensation with the Buyer's Broker, the Seller's Broker.
- (7) If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation fully and accurately reflects that party's intentions; b) accepts each special stipulation as if it were written by such party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation.
- (8) If Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).

- (6) Except as otherwise provided herein, this agreement and any amendment thereto shall be enforceable, as between the parties, even without the signature of any Broker referenced herein. Notwithstanding the above, if any provision(s) in this Agreement, including a provision(s) in any amendment hereto, changes the total amount of Compensation due to any Broker from the total amount of Compensation said Broker has previously agreed to in writing, then such change to the Broker's Compensation shall only be binding if the Broker impacted by such change consents to the same in writing. **If a Buyer's Broker Compensation Agreement (F259) is attached as an exhibit to this Agreement, this Agreement shall not be enforceable unless this Agreement is signed by the Broker paying or receiving Compensation thereunder or such Buyer's Broker Compensation Agreement has been initialed, by the Broker(s) paying or receiving Compensation thereunder, and, in cases where the Seller's Broker is sharing a portion of its Compensation with the Buyer's Broker, the Seller's Broker.**



# F201 Purchase and Sale Agreement

## (4)(p) Rules for Interpreting This Agreement

Clarifications added:

(7) Outlines the scope of the Broker's liability when drafting stipulations

(8) When Broker answers a question about the Property or transaction, they do so based on information provided by the Seller and not based on their independent knowledge.

- p. Rules for Interpreting This Agreement:** In the event of internal conflicts or inconsistencies in this Agreement, the following rules for how those conflicts or inconsistencies shall be resolved will apply:
- (1) Handwritten changes shall control over pre-printed or typed provisions;
  - (2) Exhibits shall control over the main body of the Agreement;
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  - (5) Notwithstanding the above, the Amendatory Clause in the FHA or VA Exhibit shall control over inconsistent or conflicting provisions contained elsewhere in this Agreement. Buyer and Seller acknowledge and agree that the "Further Agreement Pertaining to Amendatory Clause" section in the FHA or VA Exhibits does not conflict and is not inconsistent with the Amendatory Clause.
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  - (7) If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation fully and accurately reflects that party's intentions; b) accepts each special stipulation as if it were written by such party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation.
  - (8) If Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).

# F201 Purchase and Sale Agreement - Signatures

Remember! A legal entity does not have its own signature it must use the signature of an individual who represents the entity.



**By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.**

If Buyer or Seller is a legal entity, this Agreement must be signed by one or more authorized persons, as required in the entity's legal documents. The person's signature must include the capacity in which the person is signing, such as "Trustee", "General Partner", "Manager", "President", etc.

**Buyer Acceptance and Contact Information**

**Seller Acceptance and Contact Information**

1 Buyer's Signature \_\_\_\_\_

1 Seller's Signature \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

Universal Change: added to nearly all signature lines in every contract, brokerage agreement, etc.



CAMPBELL & BRANNON  
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# How do you sign the contract?

Type of client	Who signs?	Signature Examples	Docs to send with the contract
<b>Estate owner</b>	Executor or Administrator signs as “Executor or Administrator of the Estate of homeowner”	Sally Seller, as Executor of the Estate of Simon Seller, deceased OR Sally Seller, as Administrator of the Estate of Simon Seller, deceased	Letters Testamentary and Will OR Letters of Administration (must probate estate to sell)
<b>Trust</b>	Trustee of the trust	Sally Seller, as Trustee of the Sally Seller Trust dated 7/7/2021	Trust Agreement or Certificate of Trust (a/k/a memo of trust)
<b>Corporation</b>	President or Vice President of corporation (a/k/a CEO or CFO)	Simon Seller, as President of ABC, Inc.	Corporation’s Articles of Incorporation
<b>Limited Liability Company (LLC)</b>	Member or Manager of LLC	Sally Seller, as Member of ABC, LLC OR Sally Seller, as Manager of ABC, LLC	LLC Operating Agreement
<b>Power of attorney (POA)</b>	POA signs as “attorney in fact for client”	Sally Seller, as Attorney-in-fact for Simon Seller	Original POA



# Exhibits

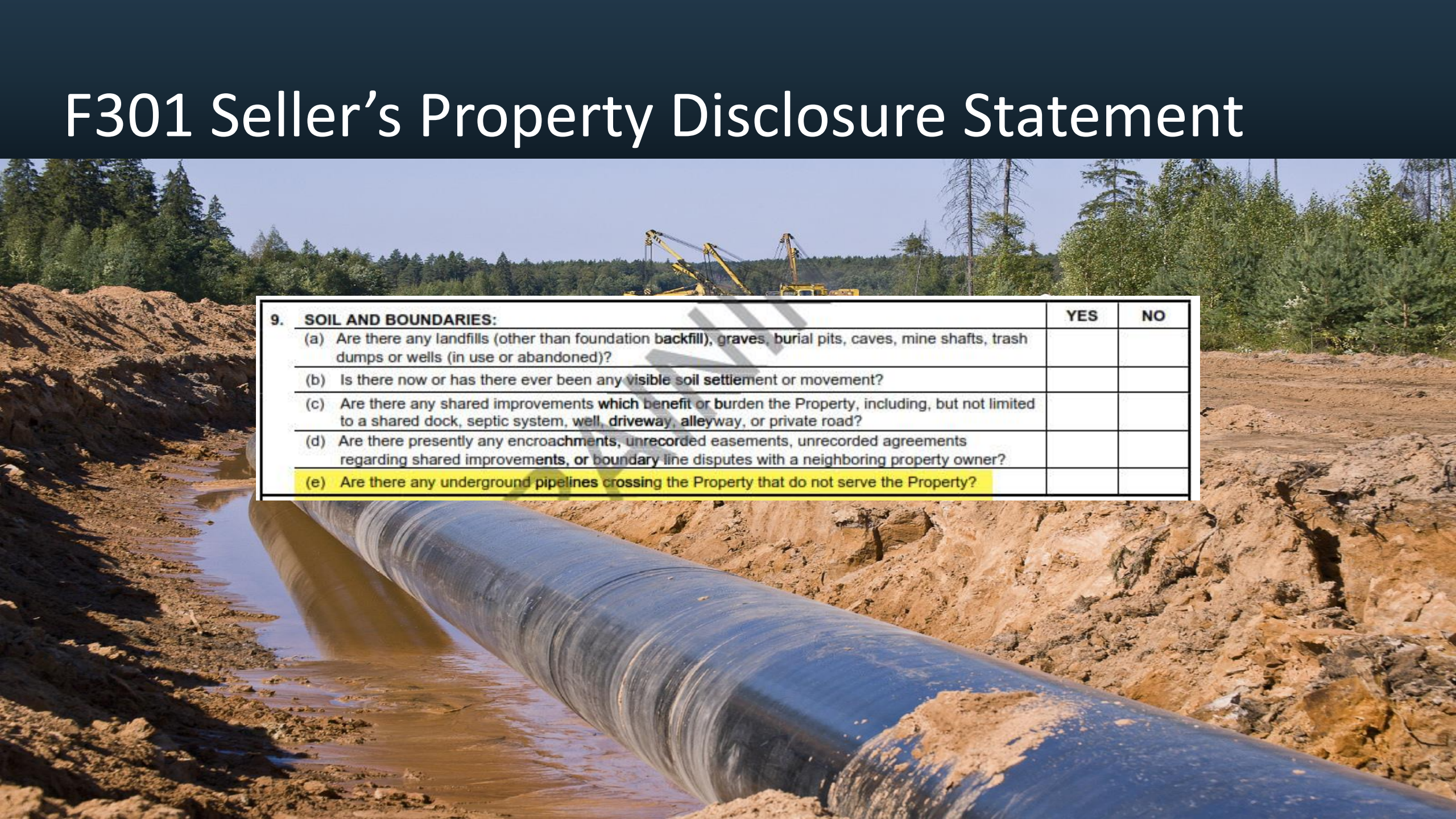




# F301 Seller's Property Disclosure Statement

5. <b>SYSTEMS and COMPONENTS:</b>	YES	NO
(a) Has any part of the HVAC system(s) been replaced during Seller's ownership?		
(b) Date of last HVAC system(s) service: _____		
(c) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?		
(d) Is any portion of the heating and cooling system in need of repair or replacement?		
(e) Does any dwelling or garage have aluminum wiring other than in the primary service line?		
(f) Are any fireplaces decorative only or in need of repair?		
(g) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		
(h) Is there any Spray Polyurethane Foam (SPF) insulation in the Property?		
(i) Are any systems/components subject to a lease or rental payment plan (i.e. HVAC, security system, appliances, alternate energy source systems, etc.)?		
(j) Are there any remotely accessed thermostats, lighting systems, security camera, video doorbells, locks, appliances, etc. servicing the Property?		

# F301 Seller's Property Disclosure Statement



The background image shows a construction site with a large blue pipe being laid in a trench. The pipe is partially submerged in muddy water. In the background, there are yellow excavators and a power line tower under a clear blue sky. The surrounding area is a mix of dirt and green trees.

9. SOIL AND BOUNDARIES:	YES	NO
(a) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?		
(b) Is there now or has there ever been any visible soil settlement or movement?		
(c) Are there any shared improvements which benefit or burden the Property, including, but not limited to a shared dock, septic system, well, driveway, alleyway, or private road?		
(d) Are there presently any encroachments, unrecorded easements, unrecorded agreements regarding shared improvements, or boundary line disputes with a neighboring property owner?		
(e) Are there any underground pipelines crossing the Property that do not serve the Property?		

# F301 Seller's Property Disclosure Statement

- No new items added to the fixtures checklist

## Appliances

- Clothes Dryer
- Clothes Washing Machine
- Dishwasher
- Garage Door Opener
- Garbage Disposal
- Ice Maker
- Microwave Oven
- Oven
- Range
- Refrigerator w/o Freezer
- Refrigerator/Freezer
- Free Standing Freezer
- Surface Cook Top
- Trash Compactor
- Vacuum System
- Vent Hood
- Warming Drawer
- Wine Cooler

## Home Media

- Amplifier
- Cable Jacks
- Cable Receiver
- Cable Remotes
- Intercom System
- Internet HUB
- Internet Wiring
- Satellite Dish
- Satellite Receiver
- Speakers
- Speaker Wiring
- Switch Plate Covers

- Television (TV)
- TV Antenna
- TV Mounts/Brackets
- TV Wiring

## Interior Fixtures

- Ceiling Fan
- Chandelier
- Closet System
- Fireplace (FP)
- FP Gas Logs
- FP Screen/Door
- FP Wood Burning Insert
- Light Bulbs
- Light Fixtures
- Mirrors
  - Wall Mirrors
  - Vanity (hanging) Mirrors
- Shelving Unit & System
- Shower Head/Sprayer
- Storage Unit/System
- Window Blinds (and Hardware)
- Window Shutters (and Hardware)
- Window Draperies (and Hardware)
- Unused Paint

## Landscaping / Yard

- Arbor
- Awning
- Basketball Post and Goal

- Birdhouses
- Boat Dock
- Fence - Invisible
- Dog House
- Flag Pole
- Gazebo
- Irrigation System
- Landscaping Lights
- Mailbox
- Out/Storage Building
- Porch Swing
- Statuary
- Stepping Stones
- Swing Set
- Tree House
- Trellis
- Weather Vane

## Recreation

- Aboveground Pool
- Gas Grill
- Hot Tub
- Outdoor Furniture
- Outdoor Playhouse
- Pool Equipment
- Pool Chemicals
- Sauna

## Safety

- Alarm System (Burglar)
- Alarm System (Smoke/Fire)
- Security Camera
- Carbon Monoxide Detector
- Doorbell
- Door & Window Hardware

- Fire Sprinkler System
- Gate
- Safe (Built-In)
- Smoke Detector
- Window Screens

## Systems

- A/C Window Unit
- Air Purifier
- Whole House Fan
- Attic Ventilator Fan
- Ventilator Fan
- Car Charging Station
- Dehumidifier
- Generator
- Humidifier
- Propane Tank
- Propane Fuel in Tank
- Fuel Oil Tank
- Fuel Oil in Tank
- Sewage Pump
- Solar Panel
- Sump Pump
- Thermostat
- Water Purification System
- Water Softener System
- Well Pump

## Other

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_



# F316 Lead Based Paint Exhibit

- This form and the various checkboxes/initials are dictated by the EPA
- In July 2024, the EPA added the requirement for the agent to acknowledge that they informed the Seller of their disclosure obligation
- To that end GAR has created two new forms to help agents comply with this new EPA requirement

**Agent's Acknowledgment** (Agent who informed Seller of Seller's Obligations should initial).

(f) \_\_\_\_\_ Seller's Agent has informed the Seller of the Seller's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.


(g) \_\_\_\_\_ Buyer's Agent has informed the Seller of the Seller's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance. *[only required if the Buyer's Agent receives compensation from the Seller.]*



# New Form - F317 Buyer's Broker's Notice to Seller of Seller's Obligations Regarding Lead-Based Paint

- If Buyer's Broker receives compensation from the Seller (either directly or through Seller's Broker), they are required to inform Seller of their disclosure obligations
- This is a notice so there is nothing for Buyer or Seller to sign
- Remember notice to the Seller's Broker is deemed notice to the Seller
- In order to initial the Lead-Based Paint Exhibit attached to the offer, you must send this notice BEFORE sending the offer

**BUYER'S BROKER'S NOTICE TO SELLER  
OF SELLER'S OBLIGATIONS REGARDING  
LEAD-BASED PAINT**

  
2025 Printing

RE: Property located at \_\_\_\_\_  
("Property"). \_\_\_\_\_, the Buyer's Broker or licensee of Buyer's Broker on the above-reference  
Property, does hereby give notice to the Seller(s) of such Property that if the residential dwelling on the Property was built prior to 1978,  
Seller(s) must do the following:

1. Disclose to the buyer the presence of known lead-based paint and/or lead-based paint hazards.
2. Provide the buyer with all available records and reports pertaining to lead-based paint and lead-based paint hazards in the residential housing.
3. Provide the buyer with a lead-based paint hazard information pamphlet, in a form approved by the Environmental Protection Agency; and
4. Permit the buyer to have a 10 day period to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

\_\_\_\_\_  
Signature of Buyer's Broker or Licensee of Buyer's Broker

\_\_\_\_\_  
Print Name of Buyer's Broker or Licensee of Buyer's Broker

\_\_\_\_\_  
Date

FOR TRAINING ONLY


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# New Form - F318 Seller's Broker's Notice to Seller of Seller's Obligations Regarding Lead-Based Paint

- If you are using a GAR listing agreement this is already included so you don't need the additional notice.
- Use this notice if you are using a non-GAR listing agreement

**SELLER'S BROKER'S NOTICE TO SELLER OF SELLER'S OBLIGATIONS REGARDING LEAD-BASED PAINT**

  
2025 Printing

RE: Property located at \_\_\_\_\_, the Seller's Broker or licensee of Seller's Broker on the above-referenced Property, does hereby give notice to the Seller(s) of such Property that if the residential dwelling on the Property was built prior to 1978, Seller(s) must do the following:

1. Disclose to the buyer the presence of known lead-based paint and/or lead-based paint hazards.
2. Provide the buyer with all available records and reports pertaining to lead-based paint and lead-based paint hazards in the residential housing.
3. Provide the buyer with a lead-based paint hazard information pamphlet, in a form approved by the Environmental Protection Agency; and
4. Permit the buyer to have a 10 day period to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

\_\_\_\_\_  
Signature of Seller's Broker or Licensee of Seller's Broker

\_\_\_\_\_  
Print Name of Seller's Broker or Licensee of Seller's Broker

\_\_\_\_\_  
Date

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# F322 Community Association Disclosure

No Changes!



## COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT " \_\_\_\_\_ "



2025 Printing

This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: \_\_\_\_\_, Georgia \_\_\_\_\_ ("Property").

**Directions for Filling Out This Community Association Disclosure ("Disclosure").** Seller must fill out this Disclosure accurately and completely. If new information is learned by Seller which materially changes the answers herein, Seller must immediately update and provide Buyer with a revised copy of this Disclosure up until Closing (see Section B for Seller's payment obligations related to initial and updated Disclosures). Seller should ensure the disclosures being made are accurate by confirming the same with the Community Association ("Association") and/or Association Manager(s).

**Buyer's Use of Disclosure.** While this Disclosure is intended to give the Buyer basic information about the community in which Buyer is purchasing, Buyer should read the covenants and other legal documents for the community ("Covenants") to fully understand Buyer's rights and obligations therein. This Disclosure does not address all issues that may affect Buyer as the owner of a residence in the community. Assessments in community associations tend to increase over time. The Covenants can normally be amended to reflect the changing preferences in the community.

### A. KEY TERMS AND CONDITIONS

**1. TYPE OF ASSOCIATION IN WHICH BUYER WILL OR MAY BECOME A MEMBER** (Select all that apply. The boxes not selected shall not be a part of this Exhibit)

- Mandatory Membership Condominium Association
- Mandatory Membership Community Association
- Mandatory Membership Master Association
- Optional Voluntary Association
- Mandatory Membership Age Restricted Community
- All units are occupied by person 62 or older.
- At least 80% of the occupied units are occupied by at least one person who is 55 years of age or older
- Voluntary Transitioning to Mandatory (Buyer shall be a  voluntary or  mandatory member)

### 2. CONTACT INFORMATION FOR ASSOCIATION(S)

- a. Name of Association: \_\_\_\_\_  
Contact Person / Title: \_\_\_\_\_  
Association Management Company: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Website: \_\_\_\_\_
- b. Name of Master Association: \_\_\_\_\_  
Contact Person / Title: \_\_\_\_\_  
Association Management Company: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Website: \_\_\_\_\_

### 3. ANNUAL ASSESSMENTS

The total annual assessments paid to the above Association(s) is \$ \_\_\_\_\_ per calendar or fiscal year, depending on how it is collected (hereinafter "Year") and shall be paid in installments as follows: (Select all that apply. The boxes not selected shall not be a part of this Agreement)  Monthly  Quarterly  Semi-Annually  Annually  Other: \_\_\_\_\_

### 4. SPECIAL ASSESSMENTS

- a. Buyer's total portion of all special assessments Under Consideration is \$ \_\_\_\_\_
- b. Buyer's total portion of all approved special assessments is \$ \_\_\_\_\_
- c. Approved Special Assessments shall be paid as follows: (Select all that apply. The boxes not selected shall not be a part of this Agreement)  Monthly  Quarterly  Semi-Annually  Annually  Other: \_\_\_\_\_
- d. Notwithstanding the above, if the Buyer's portion of any and all special assessment(s) that are passed or Under Consideration after the Binding Agreement Date is \$ \_\_\_\_\_ or more, Buyer shall have the right, but not the obligation to terminate the Agreement upon notice to Seller, provided that Buyer terminates the Agreement within five (5) days from being notified of the above, after which Buyer's right to terminate shall be deemed waived.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.  
Copyright © 2025 by Georgia Association of REALTORS®, Inc. F322, Community Association Disclosure Exhibit, Page 1 of 3, 01/01/25

# Loan Contingency Exhibits

F404, F407, F410, F413

Three changes:

1. Added a contingency for condominium approval or approvals for properties subject to a master insurance policy.
2. Evidence of Buyer's Ability to Close is interpreted in favor of the Buyer.
3. Statement that Loan Denial letters cannot be based on occupancy requirements.





# F404 Conventional Loan Contingency Exhibit

## Paragraph 2 Use of a Particular Lender

Removed the reference to an institutional mortgage lender

Expanded the definition of “Lender” to include any mortgage lender, broker, or originator licensed to do business in Georgia.

**2. Use of Particular Mortgage Lender.** Unless an Approved Mortgage Lender is identified below, Buyer may apply for approval of the Loan(s) with any institutional mortgage lender licensed to do business in Georgia. If an Approved Mortgage Lender(s) is identified below, Buyer shall apply for approval of the Loan(s) with at least one such Approved Mortgage Lender. Nothing herein shall require Buyer to obtain mortgage financing from an Approved Mortgage Lender.

Approved Mortgage Lender(s)

\_\_\_\_\_ **2. Use of Particular Lender.** Buyer may apply for approval of the Loan(s) with any mortgage lender, mortgage broker or mortgage loan  
\_\_\_\_\_ originator licensed to do business in Georgia (hereinafter collectively, “Lender”). If any Lender is identified below (“Approved Lender”),  
Buyer shall apply for approval of the Loan(s) with at least one such Approved Lender. Nothing herein shall require Buyer to obtain  
mortgage financing from an Approved Lender herein.

Approved Lender(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Universal Change: F407, F410, F413

# F404 Conventional Loan Contingency Exhibit

## **New** paragraph 8 – Special Approval if Property is a Condominium or Subject to a Master Insurance Policy

- 8. Special Approval if Property is a Condominium or Subject to a Master Insurance Policy.** Notwithstanding any provision to the contrary contained herein, if the Property is part of a condominium or is covered under a master fire and casualty insurance policy, this Agreement is additionally contingent upon Buyer's Lender obtaining underwriting approval of the condominium project and/or the Property. If an Approved Lender has been identified herein, the Lender under this section must be an Approved Lender. If at any time the Lender determines that the Property does not meet underwriting guidelines, then the Buyer shall have the right to terminate this Agreement without penalty and receive a full refund of all Earnest Money, provided that Buyer provides Seller with a letter from such Lender or Approved Lender, as the case may be, stating that the Property does not meet such underwriting guidelines. Such letter may be provided at any time up through the Closing.

Note that this contingency runs through Closing!

Universal Change: F407, F410, F413



# F404 Conventional Loan Contingency Exhibit

## Paragraph 9 – Use of Approved Lender and Loan Denial Letter–

If the Approved Lender is a mortgage broker the loan denial letter can come from the broker or the lender selected by the broker.

9. **Use of Approved Lender and Loan Denial Letter**. If there is an Approved Lender identified herein, then the Loan Denial Letter shall come from an Approved Lender. **If the Approved Lender is a mortgage broker, the Loan Denial Letter can be from the mortgage broker or the mortgage lender with whom the mortgage broker placed the Loan(s).** If Buyer is not required to apply for the Loan(s) with an Approved Lender, the Loan Denial Letter may be written by any Lender.

Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may not be based solely upon one or more of the following: (a) Buyer lacking sufficient funds other than the amount of the Loan(s) to close; (b) Buyer not having leased or sold other real property (unless such a condition is expressly provided for in this Agreement); (c) Buyer not having provided the lender(s)

Universal Change: F407, F410, F413

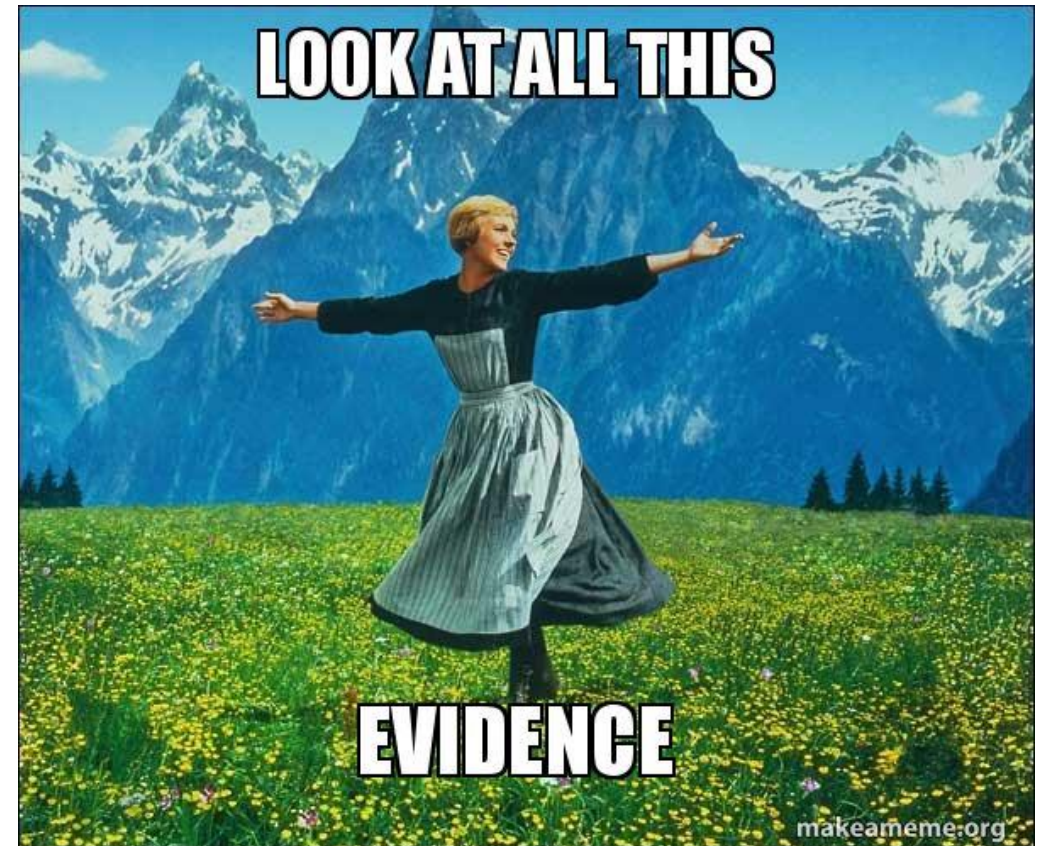
# F404 Conventional Loan Contingency Exhibit

## Paragraph 10 – Right of Seller to Request Evidence of Buyer's Ability to Close

Evidence produced by Buyer should be liberally interpreted in their favor.

**10. Right of Seller to Request Evidence of Buyer's Ability to Close.** If the Financing Contingency ends without Buyer terminating this Agreement, Seller shall have the right, but not the obligation, to request that Buyer provide Seller with written evidence of Buyer's financial ability to purchase the Property ("Evidence"). A copy of a loan commitment from each institutional mortgage lender from whom Buyer is seeking mortgage financing to purchase the Property stating the type, amount and terms of the loan(s) and the conditions for funding the loan(s), shall be deemed sufficient Evidence. The provision of such Evidence is not a guarantee that the mortgage loan(s) will be funded or that Buyer will close on the purchase of the Property. Buyer shall have seven (7) days from the date Seller delivers notice to Buyer requesting such Evidence to produce the same. No request for such Evidence shall be made by Seller less than seven (7) days from the date of Closing. It is intended that the Evidence Buyer produces shall be liberally interpreted, where possible, in favor of a finding that Buyer has the ability to close on the purchase of the Property.

Universal Change: F407, F410, F413



# F407 FHA Loan Contingency Exhibit

Paragraph 8 – Use of Approved Lender and Loan Denial Letter added the Buyer not meeting the residency requirements may not be the sole reason for loan denial.

**8. Use of Approved Lender and Loan Denial Letter.** If there is an Approved Lender identified herein, then the Loan Denial Letter shall come from an Approved Lender. If the Approved Lender is a mortgage broker, the Loan Denial Letter can be from the mortgage broker or the mortgage lender with whom the mortgage broker placed the Loan(s). If Buyer is not required to apply for the Loan(s) with an Approved Lender, the Loan Denial Letter may be written by any Lender.

Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may not be based solely upon one or more of the following: (a) Buyer lacking sufficient funds other than the amount of the Loan(s) to close; (b) Buyer not having leased or sold other real property (unless such a contingency is expressly provided for in this Agreement); (c) Buyer not having provided the lender(s) in a timely fashion with all information required by lender, including but not limited to, loan documentation, Official Wood Infestation Reports, structural letters, well tests, septic system certifications, flood plain certifications and any other similar information required by lender (hereinafter collectively "Required Information"); (d) Buyer making purchases that adversely affect Buyer's debt to income ratio; (e) Buyer not meeting occupancy requirements of the FHA; or (f) the lender not having completed underwriting the loan request.

Universal Change: F410, F413



# Brokerage Agreements



# F101:

## Exclusive Seller Brokerage Engagement agreement

### EXCLUSIVE SELLER BROKERAGE ENGAGEMENT AGREEMENT



2025 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.

#### A. KEY TERMS AND CONDITIONS

1. **Exclusive Seller Brokerage Engagement Agreement.** For and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned seller(s) ("Seller") and the undersigned broker (hereinafter "Broker" or "Seller's Broker") do hereby enter into this Exclusive Seller Brokerage Engagement Agreement ("Agreement") for Broker to **exclusively represent** Seller in listing and selling the property described below ("Property") for sale on the terms and conditions set forth herein.

a. **Property Identification:** Address: \_\_\_\_\_  
City \_\_\_\_\_, County \_\_\_\_\_, Georgia, Zip Code \_\_\_\_\_  
Tax Parcel I.D. Number: \_\_\_\_\_

b. **Legal Description:** The legal description of the Property is [select one of the following below]:

(1) attached as an exhibit hereto;

(2) the same as described in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, et. seq., of the land records of the above county; **OR**

(3) Land Lot(s) \_\_\_\_\_ of the \_\_\_\_\_ District, \_\_\_\_\_ Section/  
GMD, Lot \_\_\_\_\_, Block \_\_\_\_\_, Unit \_\_\_\_\_, Phase/Section  
of \_\_\_\_\_ Subdivision/Development, according to  
the plat recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, et. seq., of the land records of the above county;  
**OR**

(4) described below if Property is a condominium unit and a full unit legal description is to be used

**[NOT TO BE USED IF PROPERTY IS A FEE SIMPLE TOWNHOME]:**

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.

#### 2. List Price and Listing Period

a. The price at which the Property shall be listed for sale is \$ \_\_\_\_\_ ("List Price").

b. **Commencement Date of Agreement:** \_\_\_\_\_. This Agreement shall commence and be effective upon it being signed by Seller and Broker and a signed copy delivered to both parties.

c. **Ending Date of Agreement:** \_\_\_\_\_. This shall be the last full date of the Agreement after which it shall terminate and no longer be in effect unless the parties agree in writing to extend it.

d. **Listing Period.** The term of this Agreement shall also be known as the listing period or listing term.

#### 3. Marketing. Broker agrees to file this listing with the following Multiple Listing Service(s): \_\_\_\_\_

a. **DELIVERY OF AGREEMENT TO AND LISTING WITH MLS.** THIS AGREEMENT SHALL BE TIMELY DELIVERED TO AND LISTED WITH THE ABOVE-REFERENCED MULTIPLE LISTING SERVICE(S) IN ACCORDANCE WITH THE RULES OF SUCH MULTIPLE LISTING SERVICE(S). THIS OBLIGATION SHALL CONTROL OVER ANY CONFLICTING OR INCONSISTENT LANGUAGE CONTAINED HEREIN.

b. **Marketing Commencement Date:** \_\_\_\_\_. This shall be the date when the Property is first marketed to the public. Seller shall have the right, upon notice to Broker, to move this date up or back by not more than \_\_\_\_\_ days.

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Copyright © 2025 by Georgia Association of REALTORS®, Inc. F101, Exclusive Seller Brokerage Engagement Agreement, Page 1 of 10, 01/01/25

# F101 Exclusive Seller Brokerage Engagement Agreement

A(4)(a) Compensation to Broker(s) for Professional Services (“Compensation”) removed the statement that an individual licensee or brokerage is not obligated to negotiate their Compensation.

4. Compensation to Broker(s) for Professional Services (“Compensation”).  
a. **Generally:** Compensation to Broker(s) is not set by state law. However, this does not obligate individual licensees and brokerage firms to necessarily negotiate their Compensation.



4. Compensation to Broker(s) for Professional Services (“Compensation”).  
a. **Generally:** Compensation to Broker(s) is negotiable and is not set by law.  
b. **Compensation to Seller’s Broker:** Seller agrees to pay Seller’s Broker the following Compensation at the closing of any Contract

While the statement is still true this was removed at the direction of NAR as they deemed the statement confusing to consumers.

Universal Change: F104, F110, F113



# F101 Exclusive Seller Brokerage Engagement Agreement

## A(4) Compensation to Broker(s) for Professional Services (“Compensation”)

### “Optional Compensation to Buyer’s Broker” → “Whether Compensation is Paid to Buyer’s Broker”

c. **Optional Compensation to Buyer’s Broker:** Seller hereby approves the following Compensation, if any, being paid to Buyer’s Broker by either  Seller (in addition to the Compensation being paid to Seller’s Broker);  Seller’s Broker (out of the Compensation being paid to Seller’s Broker); or  Seller and Seller’s Broker as set forth in “other” section below.

\_\_\_\_\_ percent (\_\_\_\_\_ %) of the sales price;

\$ \_\_\_\_\_;

(other) \_\_\_\_\_

If Seller’s offer of Compensation to the Buyer’s Broker is conditional, specify \_\_\_\_\_

For all purposes herein, the term “Buyer’s Broker” shall mean the Broker, incl also working with or representing the Buyer as a customer or client.

c. **Whether Compensation is Paid to Buyer’s Broker:** Seller hereby approves the following: *[Select all which are applicable]*

(1) not initially offering Compensation to Buyer’s Broker but marketing that Seller is open to receiving offers in which Seller pays Compensation to Buyer’s Broker;

(2) Compensation being paid to Buyer’s Broker by either;  Seller (in addition to the Compensation being paid to Seller’s Broker);  Seller’s Broker (out of the Compensation being paid to Seller’s Broker); or  Seller and Seller’s Broker as set forth in “other” section below:

\_\_\_\_\_ percent (\_\_\_\_\_ %) of the purchase price;

\$ \_\_\_\_\_;

(other) \_\_\_\_\_

If Seller’s offer of Compensation to the Buyer’s Broker is conditional, specify the conditions here: \_\_\_\_\_

OR

(3) No Compensation being offered or marketed to Buyer’s Brokers.

For all purposes herein, the term “Buyer’s Broker” shall mean the Broker, including the Broker representing the Seller, if they are also working with or representing the Buyer as a customer or client.

Added check boxes for being open to paying Buyer’s Broker or not offering compensation to Buyer’s Broker

Universal Change: F104

# F101 Exclusive Seller Brokerage Engagement Agreement

## A(4) Compensation to Broker(s) for Professional Services (“Compensation”)

c. **Whether Compensation is Paid to Buyer’s Broker:** Seller hereby approves the following: *[Select all which are applicable]*

- (1) not initially offering Compensation to Buyer’s Broker but marketing that Seller is open to receiving offers in which Seller pays Compensation to Buyer’s Broker;
- (2) Compensation being paid to Buyer’s Broker by either;  Seller (in addition to the Compensation being paid to Seller’s Broker);  Seller’s Broker (out of the Compensation being paid to Seller’s Broker); or  Seller and Seller’s Broker as set forth in “other” section below:
  - \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the purchase price;
  - \$ \_\_\_\_\_;
  - (other) \_\_\_\_\_
- If Seller’s offer of Compensation to the Buyer’s Broker is conditional, specify the conditions here: \_\_\_\_\_;

**OR**

- (3) No Compensation being offered or marketed to Buyer’s Brokers.

For all purposes herein, the term “Buyer’s Broker” shall mean the Broker, including the Broker representing the Seller, if they are also working with or representing the Buyer as a customer or client.

Think of this as “how do you want to market the property” – it is about how property is listed, not how it is sold.

# F101 Exclusive Seller Brokerage Engagement Agreement

A(5) Protected Period added language clarifying that the protected period applies if the Agreement is expired OR is unilaterally terminated.

5. **Protected Period.** The length of Protected Period during which time Broker shall be entitled to Compensation under certain circumstances where this Agreement has been unilaterally terminated by Seller or has expired, shall be \_\_\_\_\_ days.

Universal Change: F104, F110, F113

B(1) Exclusive Seller Brokerage Engagement Agreement added “unilaterally”

## B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.

1. **Exclusive Seller Brokerage Engagement Agreement.** Seller has the full authority to enter into this Agreement for the listing of Seller's Property for sale. This Agreement may not be amended except by the written agreement of Seller and Broker. 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. Seller is not a party to any other exclusive Seller brokerage engagement agreement and all such previous agreements, if any, have expired and not been renewed. Seller acknowledges that Seller may have to pay a previous broker Compensation if Seller is subject to a current Seller brokerage engagement agreement or has unilaterally terminated a previous Seller brokerage engagement agreement without the consent of the previous broker.

Universal Change: F104

# F101 Exclusive Seller Brokerage Engagement Agreement

B(3)Marketing – broke down B(3)(a) into three paragraphs and subsequent paragraphs relettered and rearranged

### 3. Marketing.

- a. **Generally:** 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. As such, Broker may not always have control over aspects of the marketing of the Property. Any media created or purchased by Broker to be used in the marketing effort shall not belong to or be the property of the Seller and may not be copied, reproduced, or used by Seller or other third parties without the express written permission of the Broker. Seller warrants that any media provided or paid for by Seller is the property of the Seller. Seller agrees to indemnify the Broker for any claim by a third party related to the use of the provided media. Broker shall be allowed to use Seller provided materials, during the term of this Agreement, with any third-party for the purposes of marketing the property, and Seller acknowledges that Broker shall not be liable to Seller for the continued use of media by third-parties after the termination of the Agreement. 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 to Sell 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 upon the closing of the Property (except nothing herein except with the written permission of the new owner).
- b. **Images:** Seller agrees to remove any personal property

### 3. Marketing.

- a. **Generally:** Broker is exclusively authorized to market and advertise the Property for sale to the public through any means of Broker's choosing. This may include, without limitation, flyers, brochures, videos, yard and window signs, including "For Sale" signs, open houses and mailings. Marketing information about the Property may be posted on websites, placed in electronic and print media and multiple listing services and sent by email, text and all other means. Seller agrees not to market the Property during the term of this Agreement.
- b. **Ownership of Marketing Materials:** Any photography and marketing materials paid for or created by Broker shall be the property of Broker. Such materials shall not be used without the prior written permission of Broker. Any photography and marketing materials paid for by Seller shall be the property of Seller.
- c. **Liability for Misinformation:** Seller warrants that any information Seller provides to Broker, which Broker then uses to market and advertise the Property, shall be accurate and complete. Seller hereby agrees to indemnify and hold Broker harmless from any and all claims, causes of action, suits and damages arising out of or resulting from Seller providing misinformation to Broker.
- d. **Images:** Seller agrees to remove any personal property prior to listing the Property of which Seller does not want images to be so

Universal Change: F104

# F101 Exclusive Seller Brokerage Engagement Agreement

B(7) Lead-Based Paint Disclosure added a list of the Seller's obligations regarding lead-based paint.

These are not new obligations but allows the Broker to meet the obligation of notifying Seller as seen in the current version of the lead-based paint disclosure.

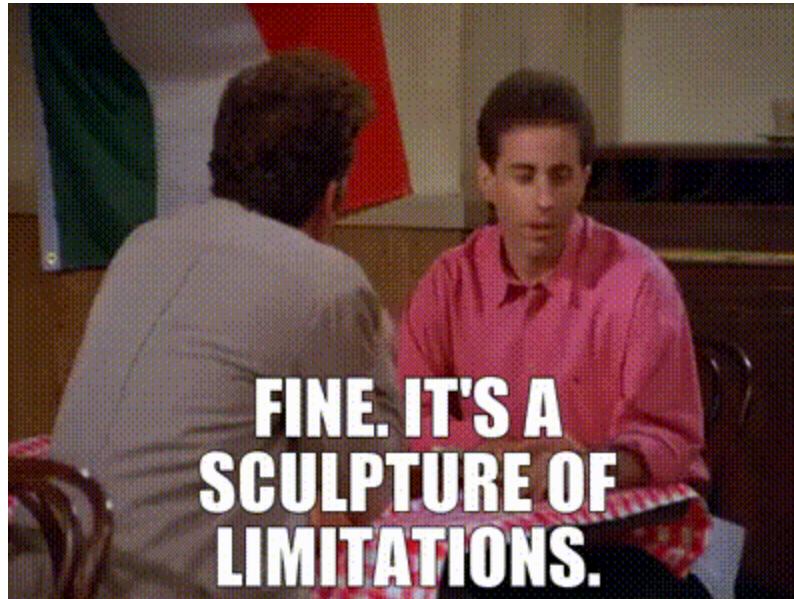
Universal Change: F104, F107



- 7. Lead-Based Paint Disclosure.** As required by federal law (Residential Lead-Based Paint Hazard Reduction Act of 1992, Title X), if any portion of a residential dwelling was built prior to 1978, the Lead-Based Paint Disclosure Exhibit (F316) is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978. Seller understands that Seller must (1) disclose to the buyer the presence of known lead-based paint and/or lead-based paint hazards; (2) provide the buyer with all available records and reports pertaining to lead-based paint and lead-based paint hazards in the residential housing; (3) provide the buyer with a lead-based paint hazard information pamphlet, in a form approved by the Environmental Protection Agency; and (4) permit the buyer to have a 10 day period to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

# F101 Exclusive Seller Brokerage Engagement Agreement

C(6)(p) Statute of Limitations reduced statute of limitations to one year



- p. **Statute of Limitation:** All claims of any nature whatsoever against Broker and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within one (1) year from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.

Universal Change: F104, F107, F110, F113, F116

EXCLUSIVE BUYER BROKERAGE  
ENGAGEMENT AGREEMENT



2025 Printing

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.

A. KEY TERMS AND CONDITIONS

1. **Exclusive Buyer Brokerage Engagement Agreement.** For and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned buyer(s) ("Buyer") and the undersigned broker (hereinafter "Broker") do hereby enter into this Exclusive Buyer Brokerage Engagement Agreement ("Agreement") on the terms and conditions set forth herein.
2. **Term.** The term of this Agreement shall begin on the date of \_\_\_\_\_ ("Starting Date") and shall continue through the date of \_\_\_\_\_, as the same may be extended by written agreement of the parties or as provided for herein ("Ending Date").
3. **Agency and Brokerage.**
  - a. The following are types of agency relationship(s) **NOT** offered by Broker:  
 seller agency     buyer agency     designated agency     dual agency  
 sub-agency     tenant agency     landlord agency
  - b. If Broker offers dual agency as one of its agency relationships above, Buyer  does or  does not consent to Broker acting in a dual agency capacity, as that agency relationship is explained in Section B.3(b) below and in the CB01 ABCs of Agency. Buyer expressly consents to Broker acting in any other agency relationship offered by Broker.
4. **Compensation for Professional Services of Broker ("Compensation").**
  - a. **Generally:** Compensation to Broker(s) is negotiable and is not set by law.
  - b. **Compensation to Broker:** Buyer agrees to pay Broker the Compensation set forth in the Value of Broker's Professional Services section below at the closing of any Contract to Purchase (as that term is hereinafter defined).
  - c. **Value of Broker's Professional Services:** The value of Broker's Professional Services is as follows:  
(1)  \_\_\_\_\_ percent (\_\_\_\_%) of the sales price;  
(2)  \$ \_\_\_\_\_;  
(3)  (other) \_\_\_\_\_.
  - d. **Possible Payment of Compensation by Seller or Seller's Broker:** Buyer  directs or  does not direct Broker to seek to get Seller or Seller's Broker to pay all or a portion of Broker's Compensation above, provided it does not exceed the value of Broker's Compensation above. If Seller or Seller's Broker agrees to pay all or a portion of Broker's Compensation, it shall reduce the Compensation Buyer shall pay to Broker dollar for dollar.
  - e. **Disclosure Regarding Broker's Compensation:** Buyer shall be obligated to pay all of Broker's Compensation not paid by Seller or Seller's Broker. Before making an offer to buy or accepting a counteroffer in a Contract to Purchase, Buyer should confirm: 1) any contribution of Seller or Seller's Broker towards Broker's Compensation; and 2) Buyer's ability to fulfill its Compensation obligation. Buyer should not make any offer to buy or accept any counteroffer in a Contract to Purchase that will result in Buyer paying more of the Broker's Compensation than Buyer can afford.
  - f. **Separate Compensation on Lease:** If Buyer leases property or enters into a lease/purchase contract or a lease with an option to purchase agreement during this Agreement, Buyer shall also pay Broker separate leasing Compensation (except where the Compensation is paid by the Landlord) in the amount of \$ \_\_\_\_\_ and as follows: \_\_\_\_\_ Notwithstanding any provision to the contrary contained herein, the payment of a leasing Compensation (including in lease/purchase transactions or lease with an option to purchase transactions) shall not relieve Buyer from paying the Compensation at the closing of a Contract to Purchase, as provided elsewhere in this Agreement.
  - g. **Protected Period:** The length of the Protected Period, during which Buyer may owe an obligation to pay Compensation to Broker after this Agreement has expired or been terminated, shall be \_\_\_\_\_ days ("Protected Period").
  - h. **Compensation on Assignment:** If Buyer has the right to assign a purchase and sale agreement entered into during the term of this Agreement or any Protected Period thereafter, Buyer shall cause assignee to be fully responsible for paying the Broker's Compensation that would otherwise have been paid by Buyer. In the event such Compensation is not paid by assignee, Buyer shall remain fully obligated to immediately pay such Compensation.

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F110:

Exclusive Buyer Brokerage  
Engagement agreement

# F110: Exclusive Buyer Brokerage Engagement Agreement

## A(4) Compensation of Professional Services of Broker (“Compensation”)

### 4. Compensation for Professional Services of Broker (“Compensation”).

a. **Generally:** Compensation to Broker(s) is negotiable and is not set by state law. However, this does not obligate individual licensees and brokerage firms to necessarily negotiate their Compensation.

b. **Compensation to Buyer’s Broker:** Buyer agrees to pay Buyer’s Broker the Compensation set forth below at the closing of any Contract to Purchase (as that term is hereinafter defined)

\_\_\_\_\_ percent (\_\_\_\_\_ %) of the sales price;

\$ \_\_\_\_\_;

(other) \_\_\_\_\_.

c. **Optional Compensation from Seller or Seller’s Broker to Buyer’s Broker:** Buyer hereby  approves or  disapproves Buyer’s Broker receiving Compensation from Seller or Seller’s Broker. Nothing herein should be interpreted as a promise by Seller or Seller’s Broker to pay or offer to pay Compensation to Buyer’s Broker herein.

If Buyer approves such Compensation being paid by the Seller and amount the Buyer’s Broker may receive from Seller and/or Seller’s

\_\_\_\_\_ percent (\_\_\_\_\_ %) of the sa

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

(other) \_\_\_\_\_

d. **Possible Reduction in Buyer’s Compensation Obligation to Buy** from Seller or Seller’s Broker shall: *[Select one. The boxes not che*

reduce the Compensation Buyer shall pay to Buyer’s Broker doll

not reduce the Compensation Buyer shall pay to Buyer’s Broker;

special exceptions to the Compensation paid from Buyer to Buy

### 4. Compensation for Professional Services of Broker (“Compensation”).

a. **Generally:** Compensation to Broker(s) is negotiable and is not set by law.

b. **Compensation to Broker:** Buyer agrees to pay Broker the Compensation set forth in the Value of Broker’s Professional Services section below at the closing of any Contract to Purchase (as that term is hereinafter defined).

c. **Value of Broker’s Professional Services:** The value of Broker’s Professional Services is as follows:

(1)  \_\_\_\_\_ percent (\_\_\_\_\_ %) of the sales price;

(2)  \$ \_\_\_\_\_;

(3)  (other) \_\_\_\_\_.

d. **Possible Payment of Compensation by Seller or Seller’s Broker:** Buyer  directs or  does not direct Broker to seek to get Seller or Seller’s Broker to pay all or a portion of Broker’s Compensation above, provided it does not exceed the value of Broker’s Compensation above. If Seller or Seller’s Broker agrees to pay all or a portion of Broker’s Compensation, it shall reduce the Compensation Buyer shall pay to Broker dollar for dollar.

e. **Disclosure Regarding Broker’s Compensation:** Buyer shall be obligated to pay all of Broker’s Compensation not paid by Seller or Seller’s Broker. Before making an offer to buy or accepting a counteroffer in a Contract to Purchase, Buyer should confirm: 1) any contribution of Seller or Seller’s Broker towards Broker’s Compensation; and 2) Buyer’s ability to fulfill its Compensation obligation. Buyer should not make any offer to buy or accept any counteroffer in a Contract to Purchase that will result in Buyer paying more of the Broker’s Compensation than Buyer can afford.



# F110: Exclusive Buyer Brokerage Engagement Agreement

A(4)(b) Compensation to Buyer's Broker modified and broken down into two parts to include A(4)(c) Value of Broker's Professional Services

Universal Changes: F113, F116

4. **Compensation for Professional Services of Broker ("Compensation").**
- a. **Generally:** Compensation to Broker(s) is negotiable and is not set by law.
  - b. **Compensation to Broker:** Buyer agrees to pay Broker the Compensation set forth in the Value of Broker's Professional Services section below at the closing of any Contract to Purchase (as that term is hereinafter defined).
  - c. **Value of Broker's Professional Services:** The value of Broker's Professional Services is as follows:
    - (1)  \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the sales price;
    - (2)  \$ \_\_\_\_\_;
    - (3)  (other) \_\_\_\_\_.
  - d. **Possible Payment of Compensation by Seller or Seller's Broker:** Buyer  directs or  does not direct Broker to seek to get Seller or Seller's Broker to pay all or a portion of Broker's Compensation above, provided it does not exceed the value of Broker's Compensation above. If Seller or Seller's Broker agrees to pay all or a portion of Broker's Compensation, it shall reduce the Compensation Buyer shall pay to Broker dollar for dollar.
  - e. **Disclosure Regarding Broker's Compensation:** Buyer shall be obligated to pay all of Broker's Compensation not paid by Seller or Seller's Broker. Before making an offer to buy or accepting a counteroffer in a Contract to Purchase, Buyer should confirm: 1) any contribution of Seller or Seller's Broker towards Broker's Compensation; and 2) Buyer's ability to fulfill its Compensation obligation. Buyer should not make any offer to buy or accept any counteroffer in a Contract to Purchase that will result in Buyer paying more of the Broker's Compensation than Buyer can afford.

# F110: Exclusive Buyer Brokerage Engagement Agreement

Old “Optional Compensation from Seller or Seller’s Broker to Buyer’s Broker” is removed.

4. **Compensation for Professional Services of Broker (“Compensation”).**
- a. **Generally:** Compensation to Broker(s) is negotiable and is not set by law.
- b. **Compensation to Broker:** Buyer agrees to pay Broker the Compensation set forth in the Value of Broker’s Professional Services section below at the closing of any Contract to Purchase (as that term is hereinafter defined).
- c. **Value of Broker’s Professional Services:** The value of Broker’s Professional Services is as follows:
- (1)  \_\_\_\_\_ percent (\_\_\_\_\_ %) of the sales price;
- (2)  \$ \_\_\_\_\_;
- (3)  (other) \_\_\_\_\_.
- d. **Possible Payment of Compensation by Seller or Seller’s Broker:** Buyer  directs or  does not direct Broker to seek to get Seller or Seller’s Broker to pay all or a portion of Broker’s Compensation above, provided it does not exceed the value of Broker’s Compensation above. If Seller or Seller’s Broker agrees to pay all or a portion of Broker’s Compensation, it shall reduce the Compensation Buyer shall pay to Broker dollar for dollar.
- e. **Disclosure Regarding Broker’s Compensation:** Buyer shall be obligated to pay all of Broker’s Compensation not paid by Seller or Seller’s Broker. Before making an offer to buy or accepting a counteroffer in a Contract to Purchase, Buyer should confirm: 1) any contribution of Seller or Seller’s Broker towards Broker’s Compensation; and 2) Buyer’s ability to fulfill its Compensation obligation. Buyer should not make any offer to buy or accept any counteroffer in a Contract to Purchase that will result in Buyer paying more of the Broker’s Compensation than Buyer can afford.

Under the NAR settlement compensation must be reasonably ascertainable. According to NAR this means that there can’t be a range of compensation as a range is not ascertainable. Compensation paid by Buyer is the only distinct, ascertainable value of services.

Universal Changes: F113, F116

# Bonuses

NAR cautions against bonuses.

The engagement agreement is designed to outline the Broker's role and the value of those services.

If you are accepting a bonus the Buyer must also be obligated to pay the bonus – an agent cannot accept more.

According to NAR, you need to be providing more services/value and be able to articulate those services to justify accepting a bonus.

Under the guidance from NAR, if a builder is offering a bonus to agents who show their property, the agent wouldn't be justified in accepting the bonus because the agent didn't provide an additional service.



# Amending Buyer Brokerage Agreements

You can always amend a brokerage agreement to reduce the compensation.

To increase compensation received from Seller/Seller's Broker, you need to amend the brokerage agreement so that your Buyer is also obligated to pay the additional compensation.

NAR guidance is that if you increase compensation in the brokerage agreement you should be able to tie that additional compensation to additional value or services you are providing.



# F110: Exclusive Buyer Brokerage Engagement Agreement

## A(4)(d) Possible Payment of Compensation by Seller or Seller's Broker

Now that a Buyer's Broker can't be paid more than their Buyer is obligated to pay, reducing Compensation dollar for dollar is the default.

The only thing for the Buyer to decide is if their Broker is or is not directed to seek payment from Seller or Seller's Broker

4. **Compensation for Professional Services of Broker ("Compensation").**
- a. **Generally:** Compensation to Broker(s) is negotiable and is not set by law.
- b. **Compensation to Broker:** Buyer agrees to pay Broker the Compensation set forth in the Value of Broker's Professional Services section below at the closing of any Contract to Purchase (as that term is hereinafter defined).
- c. **Value of Broker's Professional Services:** The value of Broker's Professional Services is as follows:
- (1)  \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the sales price;
- (2)  \$ \_\_\_\_\_;
- (3)  (other) \_\_\_\_\_.
- d. **Possible Payment of Compensation by Seller or Seller's Broker:** Buyer  directs or  does not direct Broker to seek to get Seller or Seller's Broker to pay all or a portion of Broker's Compensation above, provided it does not exceed the value of Broker's Compensation above. If Seller or Seller's Broker agrees to pay all or a portion of Broker's Compensation, it shall reduce the Compensation Buyer shall pay to Broker dollar for dollar.
- e. **Disclosure Regarding Broker's Compensation:** Buyer shall be obligated to pay all of Broker's Compensation not paid by Seller or Seller's Broker. Before making an offer to buy or accepting a counteroffer in a Contract to Purchase, Buyer should confirm: 1) any contribution of Seller or Seller's Broker towards Broker's Compensation; and 2) Buyer's ability to fulfill its Compensation obligation. Buyer should not make any offer to buy or accept any counteroffer in a Contract to Purchase that will result in Buyer paying more of the Broker's Compensation than Buyer can afford.

Universal Change: F113, F116

# Two **New** Forms!

F117 Seller's Broker's Notice to Unrepresented Buyer

F118 Showing Agreement



CAMPBELL & BRANNON  
ACRISURE<sup>®</sup> PARTNER

# F117 Seller's Broker's Notice to Unrepresented Buyer


A notice to use when buyer is unrepresented, they don't want to sign an agreement, but you want to provide notice of your role.

Also allows you to document sending them *The ABC's of Agency* (CB01)



CAMPBELL & BRANNON  
ACRISURE PARTNER

**SELLER'S BROKER'S NOTICE  
TO UNREPRESENTED BUYER**

  
2025 Printing

This Notice is being given to \_\_\_\_\_ ("Buyer" or "Unrepresented Buyer") that \_\_\_\_\_ ("Broker") is representing the Seller as a client in marketing the following property for sale and not representing the Buyer:  
\_\_\_\_\_  
("Property")

As the broker for the seller, Broker is permitted to perform ministerial acts on behalf of the Unrepresented Buyer, such as showing the Buyer the Property and acting as a scribe in the preparation of real estate form contracts.

**BUYER IS RESPONSIBLE FOR PROTECTING BUYER'S OWN INTERESTS IF BUYER DECIDES TO PURCHASE THE PROPERTY.**

Broker directs Buyer to review *The ABC's of Agency* (GAR CB01) and hereby notifies Buyer that they have the right to engage their own representation, at Buyer's expense.

\_\_\_\_\_  
Brokerage Firm

\_\_\_\_\_  
Broker/Affiliated Licensee Signature      Date

\_\_\_\_\_  
Print or Type Name      GA Real Estate License #

\_\_\_\_\_  
Licensee's Phone Number      Fax Number

\_\_\_\_\_  
Licensee's E-mail Address

\_\_\_\_\_  
REALTOR® Membership

\_\_\_\_\_  
Broker's Address

**Method of Delivery:**  
 In Person  
 E-mail  
 Facsimile  
 Overnight Delivery Service  
 Certified or Registered Mail

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH \_\_\_\_\_ IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.  
Copyright© 2025 by Georgia Association of REALTORS®, Inc.      F117, Seller's Broker's Notice to Unrepresented Buyer, 01/01/25

# F118 Showing Agreement

NAR settlement says there must be an agreement in place before you provide any services.


This form allows you to open the door for a Buyer (without Compensation) and remain compliant with the NAR settlement.

DO NOT USE if you are the Seller's Broker because you already have an agreement in place.



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**SHOWING AGREEMENT**  
(Not to be used by Seller's Broker)

  
2025 Printing

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned real estate broker ("Broker") and the undersigned buyer(s) ("Buyer") do hereby agree as follows:

- SHOWING AGREEMENT.** Broker agrees to show Buyer the following property or properties listed below to Buyer without owing any compensation. Broker is not being paid compensation by the Seller(s) of the below listed properties. Compensation is negotiable and is not set by state law.
- BROKER SHALL PERFORM LIMITED SERVICES.** Broker is only agreeing to show the Buyer the property or properties below. If Buyer needs additional brokerage services, Buyer will need to enter into a separate agreement for that with Broker.
- BROKER'S AGENCY RELATIONSHIP WITH BUYER.** Broker is not representing Buyer in a client capacity. Instead, Buyer shall only be a customer of Broker. This means that Broker will not give professional advice to Buyer and will only perform ministerial acts for Buyer. Buyer shall be solely responsible for protecting Buyer's interests. Buyer should review *The ABC's of Agency* (GAR CB01) to learn more about how Buyer can work with Broker.
- HAZARDOUS CONDITIONS ON PROPERTIES.** Buyer acknowledges that there could be potentially hazardous conditions on properties being viewed by Buyer and Buyer's family members and representatives. To avoid injuries, Buyer shall use extreme caution in viewing properties and shall cause others physically examining the properties with or on behalf of Buyer to do the same. In particular, Buyer shall be on alert for areas with steps or steep downs, poorly lit, dark or unfinished areas; loose handrails; wet, slippery or uneven flooring and the like.
- HOLD HARMLESS.** Buyer agrees to hold all brokers harmless from all claims, injuries and damages related to the physical examination of any property viewed by Buyer and Buyer's family members and representatives.
- FAIR HOUSING.** Buyer acknowledges that Broker is committed to providing equal housing opportunities to all persons. While Broker may show Buyer properties of a type or in any specific geographical area requested by Buyer, Broker may not steer buyers to or away from particular areas based upon race, color, religion, national origin, sex, familial status, disability, sexual orientation or gender identity.
- Broker Agrees to Show Buyer the Following Property or Properties:**  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned Buyer and undersigned Broker do hereby enter into this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

_____ Broker or Broker's affiliated licensee's Signature	_____ 1 Buyer's Signature
_____ Print or Type Name	_____ Print or Type Name
_____ Date	_____ Date
	_____ 2 Buyer's Signature
	_____ Print or Type Name
	_____ Date

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# F118 Showing Agreement

F118 doesn't create procuring cause because it essentially says the value of opening the door is \$0.00.



If you use F118 the Buyer can work with another agent or directly with the Seller and cut you out of the deal.



# When to Use F117 and F118

## F117

You are the Seller's Broker and a Buyer contacts you

It is not required but adds an additional layer of protection

Documents that you are sending them CB01:  
*The ABCs of Agency*

Remember! This is only a notice so it does NOT require the Buyer's signature

## F118

Keeps you compliant with license law if you agree to show a property for no compensation.

Documents that you are sending them CB01:  
*The ABCs of Agency*

Remember! If you want to be compensated or do anything other than show the property, you need to use a different form (likely F116 Agreement to Work with Buyer as a Customer agreement)





# Compensation



# Compensation

- F255 Instructions to Closing Attorney
- F258 Pre-Showing Compensation Agreement
- F259 Buyer's Broker Compensation Agreement Exhibit (New Name!)



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# F258 Pre-Showing Compensation Agreement

Use before viewing a property to determine what, if any, Compensation is being offered to Buyer's Broker.

Remember! Even if the Seller/Seller's Broker is offering more, you can only accept the amount of Compensation outlined in your Buyer Brokerage Agreement

## PRE-SHOWING COMPENSATION AGREEMENT



2025 Printing

RE: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for Property located at \_\_\_\_\_  
("Property").

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Seller and/or Seller's Broker, depending on who is paying the compensation to the Buyer's Broker, hereby confirms to Buyer's Broker the compensation for professional brokerage services ("Compensation") to which Buyer's Broker shall be entitled in the event the buyer with whom Buyer's Broker is working with or representing (and who will be identified in any offer made by such buyer through Buyer's Broker) contracts to purchase and closes on the Property. Such Compensation shall be paid to Buyer's Broker by the party identified below at the Closing of such transaction. The Agreement is contingent upon the offer to purchase that is made through the Buyer's Broker working with or representing the Buyer being delivered to Seller's Broker within \_\_\_\_\_ days of the above-referenced date. The offer of Compensation shall expire if no offer to purchase the property is made within this time frame and this Pre-Showing Compensation Agreement is not otherwise extended by agreement of the Buyer's Broker and the party or Broker paying the Compensation. While this is a compensation agreement between the Seller or Seller's Broker, as the case may be, and Buyer's Broker, this Pre-Showing Compensation Agreement shall only be enforceable if the offer to purchase the above-referenced property is signed by the same authorized representative of Buyer's Broker who signs this Pre-Showing Compensation Agreement.

### 1. Compensation Being Offered to Buyer's Broker.

A. The Compensation being offered to Buyer's Broker shall be paid to Buyer's Broker at the closing of the purchase and sale contract as follows: [Select one. The boxes not checked shall not be a part of this Agreement.]

- \_\_\_\_\_ percent (\_\_\_\_\_% ) of the purchase price;
- \$ \_\_\_\_\_;
- \_\_\_\_\_ (other)

B. The above-referenced Compensation shall be paid by: [Select one. The boxes not checked shall not be a part of this Agreement.]

- Seller (in addition to the Compensation Seller is paying to Seller's Broker)
- Seller's Broker (out of the Compensation Seller is paying to Seller's Broker)
- Seller and Seller's Broker as set forth in the "other" section above.

### 2. General.

- A. Neither Broker shall have a claim for Compensation against the other in the event a closing does not occur.
- B. Buyer's Broker and all other parties and Brokers signing this Agreement shall have the right to rely on this offer of Compensation set forth herein as a binding offer that cannot be changed by Seller or Seller's Broker without the written permission of Buyer's Broker once the Property is shown by Buyer's Broker to the buyer with whom Buyer's Broker is working or representing during the term of this Agreement.
- C. This Pre-Showing Compensation Agreement shall not modify or amend any separate agreement regarding Buyer's Broker's Compensation between Buyer's Broker and the buyer.
- D. If Buyer's Broker has a previous agreement with Seller and/or Seller's Broker regarding Buyer's Broker's Compensation related to the purchase and sale of the Property, this Pre-Showing Compensation Agreement shall modify and amend such agreement.
- E. Buyer's Broker and all other parties signing this Agreement shall have all remedies available at law or in equity in the event this Pre-Showing Agreement is breached.
- F. The offer of Compensation made herein shall only apply if the offer to purchase the Property that is ultimately accepted by Seller is made through the Buyer's Broker.
- G. If the Compensation being offered to Buyer's Broker is more than Buyer's Broker is permitted to accept, and the buyer does not consent to the additional Compensation being paid, then the offer of Compensation herein shall be reduced to the amount of Compensation Buyer's Broker is permitted to accept.
- H. Any licensee signing this Agreement on behalf of their Broker warrants that they have full authority to sign on behalf of and bind the Broker to this Pre-Compensation Agreement.
- I. For the transaction involving the parties and Broker(s) herein, this Pre-Showing Compensation Agreement shall modify any previous compensation agreement entered into by the Seller and Seller's Broker – if they both sign this Agreement.

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# F258 Pre-Showing Compensation Agreement

NEW! Buyer's agent who signs F258 must be the same agent on the subsequent offer for F258 to be binding on the Seller/Seller's Broker.



2025 Printing

RE: This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ for Property located at \_\_\_\_\_  
("Property").

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Seller and/or Seller's Broker, depending on who is paying the compensation to the Buyer's Broker, hereby confirms to Buyer's Broker the compensation for professional brokerage services ("Compensation") to which Buyer's Broker shall be entitled in the event the buyer with whom Buyer's Broker is working with or representing (and who will be identified in any offer made by such buyer through Buyer's Broker) contracts to purchase and closes on the Property. Such Compensation shall be paid to Buyer's Broker by the party identified below at the Closing of such transaction. The Agreement is contingent upon the offer to purchase that is made through the Buyer's Broker working with or representing the Buyer being delivered to Seller's Broker within \_\_\_\_ days of the above-referenced date. The offer of Compensation shall expire if no offer to purchase the property is made within this time frame and this Pre-Showing Compensation Agreement is not otherwise extended by agreement of the Buyer's Broker and the party or Broker paying the Compensation. While this is a compensation agreement between the Seller or Seller's Broker, as the case may be, and Buyer's Broker, this Pre-Showing Compensation Agreement shall only be enforceable if the offer to purchase the above-referenced property is signed by the same authorized representative of Buyer's Broker who signs this Pre-Showing Compensation Agreement.




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ACRISURE PARTNER

# F259 Buyer's Broker Compensation Agreement

Removed all references to Seller's Broker's Compensation and was renamed "Buyer's Broker Compensation Agreement"

**BUYER'S BROKER COMPENSATION AGREEMENT**  
Exhibit " \_\_\_\_\_ "

  
2025 Printing

(THIS EXHIBIT SHOULD NOT BE USED IF THE BROKER(S) COMPENSATION AND THE PARTY OR BROKER PAYING IT HAVE ALREADY BEEN AGREED TO IN A SEPARATE WRITTEN AGREEMENT AND IS NOT BEING MODIFIED)

This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale of that certain Property known as: \_\_\_\_\_, Georgia ("Agreement").

For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

- 1. Compensation Being Offered to Buyer's Broker.** The compensation of the undersigned Buyer's Broker for professional brokerage services ("Compensation") provided in the above-referenced transaction is set forth below and shall be paid by the following party or the Broker working with or representing such party:
  - A. Compensation Shared by Seller's Broker with Buyer's Broker.** Such Compensation is a portion of the Compensation paid by Seller to Seller's Broker pursuant to a separate written agreement between Seller and Seller's Broker. The Compensation paid by Seller's Broker to Buyer's Broker in this transaction shall be as set forth below:
    - \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the sales price;
    - \$ \_\_\_\_\_;
    - (other) \_\_\_\_\_;
  - B. Compensation Paid by Seller to Buyer's Broker.** The Compensation to be paid by the Seller to Buyer's Broker in this transaction shall be as set forth below:
    - \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the sales price;
    - \$ \_\_\_\_\_;
    - (other) \_\_\_\_\_;
- 2. General.**
  - A.** Neither Broker shall have a claim for Compensation against the other in the event the closing does not occur.
  - B.** Any licensee signing this Buyer's Broker Compensation Agreement ("Compensation Agreement") on behalf of their Broker warrants that they have full authority to sign on behalf of and bind the Broker to this Compensation Agreement.
  - C.** Once this Compensation Agreement is signed, it cannot be further modified without the express written consent of the Broker(s) whose Compensation is set forth or shared herein and any such modification shall be null and void without the affected Broker's written consent.
  - D.** The Brokers referenced herein are express third-party beneficiaries of this Agreement. The rights to Compensation herein shall survive the Closing, and Brokers shall have all remedies available at law or in equity, in the event Broker is not timely paid.
  - E.** If the Compensation being offered to Buyer's Broker is more than Buyer's Broker is permitted to accept, and the Buyer does not consent to the additional Compensation being paid, then the offer of Compensation herein shall be reduced to the amount of Compensation Buyer's Broker is permitted to accept.

**SPECIAL STIPULATIONS:** The following Special Stipulations are made a part of this Agreement.

Additional Special Stipulations (F246) are attached.

[SIGNATURES ON FOLLOWING PAGE]

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Copyright © 2025 by Georgia Association of REALTORS®, Inc. F259, Buyer's Broker Compensation Agreement Exhibit, Page 1 of 2, 01/01/25

# F259 Buyer's Broker Compensation Agreement

The form is designed to negotiate only the payment of Buyer's Broker's Compensation.

Because the Seller's Broker's Compensation is no longer included, we will, once again, need an F255 for all closings.

Formatted to more closely resemble F255.

**1. Compensation Being Offered to Buyer's Broker.** The compensation of the undersigned Buyer's Broker for professional brokerage services ("Compensation") provided in the above-referenced transaction is set forth below and shall be paid by the following party or the Broker working with or representing such party:

**A. Compensation Shared by Seller's Broker with Buyer's Broker.** Such Compensation is a portion of the Compensation paid by Seller to Seller's Broker pursuant to a separate written agreement between Seller and Seller's Broker. The Compensation paid by Seller's Broker to Buyer's Broker in this transaction shall be as set forth below:

- \_\_\_\_\_ percent (\_\_\_\_%) of the sales price;
- \$ \_\_\_\_\_;
- (other) \_\_\_\_\_;

**B. Compensation Paid by Seller to Buyer's Broker.** The Compensation to be paid by the Seller to Buyer's Broker in this transaction shall be as set forth below:

- \_\_\_\_\_ percent (\_\_\_\_%) of the sales price;
- \$ \_\_\_\_\_;
- (other) \_\_\_\_\_;




# F255 Instructions to Closing Attorney

Added checkboxes – remember you must check the box for it to become part of the agreement!

Added back in the language regarding the arbitration of compensation.

**INSTRUCTIONS TO CLOSING ATTORNEY**

  
2025 Printing

RE: Purchase and Sale Agreement between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Seller") dated \_\_\_\_\_

for Property located at \_\_\_\_\_

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Buyer's Broker and Seller's Broker hereby confirm the compensation for professional brokerage services ("Compensation") to which they will be entitled upon the Closing of the above-referenced transaction and direct the Closing Attorney to pay these amounts at Closing from the sales proceeds.

- 1. Compensation Paid by Seller to Seller's Broker.** The Compensation paid by Seller to Seller's Broker in this transaction shall be as set forth below: *[The boxes not checked shall not be part of this Agreement.]*  
 \_\_\_\_\_ percent (\_\_\_\_%) of the purchase price;  
 \$ \_\_\_\_\_;  
 (other) \_\_\_\_\_.
- 2. Compensation Shared by Seller's Broker with Buyer's Broker.** Such Compensation is a portion of the Compensation paid by Seller to Seller's Broker above. The Compensation paid by Seller's Broker to Buyer's Broker in this transaction shall be as set forth below: *[The boxes not checked shall not be part of this Agreement.]*  
 \_\_\_\_\_ percent (\_\_\_\_%) of the purchase price;  
 \$ \_\_\_\_\_;  
 (other) \_\_\_\_\_.
- 3. Compensation Paid by Seller to Buyer's Broker.** The Compensation to be paid by the Seller to Buyer's Broker in this transaction shall be as set forth below: *[The boxes not checked shall not be part of this Agreement.]*  
 \_\_\_\_\_ percent (\_\_\_\_%) of the purchase price;  
 \$ \_\_\_\_\_;  
 (other) \_\_\_\_\_.
- 4. Compensation Paid by Buyer to Buyer's Broker.** The Compensation paid by Buyer to Buyer's Broker in this transaction shall be as set forth below: *[The boxes not checked shall not be part of this Agreement.]*  
 \_\_\_\_\_ percent (\_\_\_\_%) of the purchase price;  
 \$ \_\_\_\_\_;  
 (other) \_\_\_\_\_.
- 5. General Provisions Applicable to This Agreement.**
  - Neither Broker shall have a claim for Compensation against the other Broker in the event the Closing does not occur.
  - Notwithstanding the above, signing this Agreement shall not, unless otherwise specifically provided for herein, waive or limit the right of the Buyer's Broker or Seller's Broker to challenge, after the Closing, either the entitlement to, or the amount of any commission paid or not paid hereunder, or to assert any claim or seek arbitration regarding the same.
  - The Closing Attorney is directed to show the above-referenced Compensation on the settlement statement and to collect the same as pre-condition to the parties closing on the purchase and sale of real property, so long as the same is permitted by the Buyer's mortgage lender, if any.
  - For purposes herein, the use of the term "Broker" shall include Broker's affiliated licensees.
  - If a licensee signs this Instructions to Closing Attorney form on behalf of a Broker, such licensee warrants that they have the authority to sign on behalf of and bind their Broker.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH \_\_\_\_\_ IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 431-1831.  
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# F255 Instructions to Closing Attorney

Added checkboxes to paragraph 6 – Further Directions to Closing Attorney

Just like in the Compensation section these boxes must be checked to become part of the agreement.

**6. Further Directions to Closing Attorney.**  
The Seller's Broker and the Buyer's Broker hereby direct the Closing Attorney to disclose on the settlement statement for the above-referenced transaction the following referral fees and/or rebates they will be paying at the Closing of said transaction.

**A. Seller's Broker.** Amount of Fees and/or Rebates being paid by Seller's Broker shall be set forth below: *[The boxes not checked shall not be part of this Agreement.]*

\_\_\_\_\_ percent ( \_\_\_\_\_ %) of the purchase price;  
 \$ \_\_\_\_\_;  
 (other) \_\_\_\_\_

Person or Entity to Whom Fees and/or Rebates are being Paid: \_\_\_\_\_

**B. Buyer's Broker.** Amount of Fees and/or Rebates being paid by Buyer's Broker shall be set forth below: *[The boxes not checked shall not be part of this Agreement.]*

\_\_\_\_\_ percent ( \_\_\_\_\_ %) of the purchase price;  
 \$ \_\_\_\_\_;  
 (other) \_\_\_\_\_

Person or Entity to Whom Fees and/or Rebates are being Paid: \_\_\_\_\_

*ONLY*

# F255 Instructions to Closing Attorney

- Added a signature line for the Buyer

If Buyer is paying Buyer's Broker's Compensation as referenced in Section 4, Buyer hereby signs this Agreement to reflect Buyer's consent to payment of Compensation to be made by Buyer to the Buyer's Broker.

\_\_\_\_\_  
Buyer's Signature                      Date

\_\_\_\_\_  
Buyer's Signature                      Date

Additional Signature Page (F267) is attached.

If Seller is paying Buyer's Broker's Compensation as referenced in Section 3, Seller hereby signs this Agreement to reflect Seller's consent to payment of Compensation to be made by Seller directly to the Buyer's Broker.

\_\_\_\_\_  
Seller's Signature                      Date

\_\_\_\_\_  
Seller's Signature                      Date

Additional Signature Page (F267) is attached.

- The Buyer must sign if they are paying any part of their Broker's Compensation.
- Seller must sign if they are directly paying any of Buyer's Broker's Compensation
- The only time you won't need a Buyer or Seller's signature is if the Seller's Broker is sharing compensation.
- Best Practice! Have F255 signed as soon as the contract is binding.





# Miscellaneous



# Eliminated

- F428 Seller Financing (Third Mortgage) Exhibit
- F431 Seller Financing (Wrap Around Mortgage) Exhibit
- F434 Subordination Agreement



# GAR Special Stipulation 302

## SS 302 AMENDMENT TO ADDRESS CONCERNS AS NOTICE TO TERMINATE

In the event that a subsequent Amendment to Address Concerns with Property is not accepted by Seller and delivered back to Buyer prior to the end of the Buyer's Right to Terminate as set forth in the Due Diligence provision of the Agreement, said Amendment to Address Concerns with Property shall serve as notice of termination of this Agreement upon expiration of the Right to Terminate period as set forth herein.



## SS 302 AMENDMENT TO ADDRESS CONCERNS AS NOTICE TO TERMINATE

In the event this Amendment to Address Concerns with Property is not accepted by Seller and delivered back to Buyer by two minutes prior to the end of the Due Diligence Period, this Amendment to Address Concerns with Property shall serve as Notice to terminate this Agreement effective one minute prior to the end of the Due Diligence Period.



CAMPBELL & BRANNON

ACRISURE PARTNER



# F222 Temporary Occupancy Agreement for Buyer Prior to Closing Exhibit

Made the Seller the default holder of the security deposit.

3. Buyer has paid to Seller security deposit of \$ \_\_\_\_\_, by a method acceptable to Seller (the receipt of which is hereby acknowledged by Seller). The security deposit shall be deposited in Seller's bank account within three (3) banking days of receipt, with Seller retaining any interest thereon. If the Purchase and Sale Agreement to which this Agreement is an exhibit, closes in accordance with its terms, the security deposit shall be credited to Buyer at the time the sale is consummated. In the event that the sale is not consummated due to the default of Buyer, Seller shall be entitled to deduct from the security deposit any unpaid rental payments, any accumulated late charges or returned check charges, and the expense of repairing any damage to Property caused by Buyer, normal wear and tear excepted. In the event of deductions from the security deposit, Seller shall provide Buyer with a written statement identifying the exact reasons for the retention thereof including a comprehensive list of damages, within 30 days after Seller obtains possession of the Property. In the event Seller, his or her spouse and his or her minor children collectively own more than ten rental units, Seller shall additionally comply with the requirements set forth in O.C.G.A §§ 44-7-31, 44-7-32, 44-7-33 and 44-7-35.



# NEW Form - F846 Visitor Sign-In Sheet and Disclaimer

## VISITOR SIGN-IN SHEET AND DISCLAIMER (Resale Home)



2025 Printing

For Property located at: \_\_\_\_\_ Date of Visit: \_\_\_\_\_

Visitor acknowledges that in any house and yard there may be conditions that could injure a visitor if the visitor is not careful. Visitor agrees (on behalf of visitor and all minors accompanying visitor) to: 1) use extreme caution in viewing the property, 2) carefully watch where visitor is walking, 3) hold onto handrails on stairs at all times, 4) follow instructions on any warning signs on the Property, 5) look out for step downs, uneven, wet or rotted flooring, 6) only walk in well-lit areas, 7) have children walk with you and be under your control, 8) do not climb on anything and 9) avoid any obviously hazardous behavior or condition. We want you to be safe.

\_\_\_\_\_  
Print Name of Visitor

\_\_\_\_\_  
Signature of Visitor

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Print Name of Visitor

\_\_\_\_\_  
Signature of Visitor

\_\_\_\_\_  
Print Name of Visitor

\_\_\_\_\_  
Signature of Visitor

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Print Name of Visitor

\_\_\_\_\_  
Signature of Visitor



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# Questions?

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[Attorneys@campbellandbrannon.com](mailto:Attorneys@campbellandbrannon.com)



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