

Brokerage Name: ResiHome LLC

License #: 64683

Address: 3630 Peachtree Rd NE,
Suite 1500, Atlanta, GA 30326

Phone: (866) 500-7064

AGREEMENT TO WORK WITH TENANT AS A CUSTOMER



2019 Printing

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, _____ as tenant ("Tenant") and _____ as broker and its affiliated licensees (hereinafter collectively referred to as "Broker") do hereby enter into this agreement ("Agreement") this date of _____.

- 1. Agreement to Work with Tenant as Customer.** Tenant hereby agrees to work with Broker in locating real property to lease suitable to Tenant's needs. In working with Tenant, Broker shall not be representing Tenant as a client but shall only be working with Tenant as a customer. As a customer, Broker cannot represent or advise Tenant on brokerage matters as Broker would be able to do if Broker were representing Tenant but can only perform ministerial tasks on behalf of Tenant. The terms "client", "customer" and "ministerial acts" shall have the meaning that they have in the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.). Tenant or Broker can terminate this Agreement at any time upon written or electronic notice to the other party.
- 2. Customer Acknowledgement Regarding Commission to Broker.** Broker will have the right to share in the commission being paid to the listing broker on any property leased or purchased by Tenant if Broker is the procuring cause of the lease and/or sale (or if Broker would have been the procuring cause but for Customer's abandonment of Broker in the transaction).
- 3. Arbitration.** All claims arising out of or relating to this Agreement and the alleged acts or omissions of any or all the parties hereunder shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et. seq, and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award. All claims shall be brought by a party in his or her individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding anything to the contrary contained herein, this agreement to arbitrate shall not apply to: (1) any claim regarding the handling and disbursement of earnest money; and (2) any claim of Broker regarding the entitlement to or the non-payment of a real estate commission hereunder.
- 4. Limitation Against Broker's Liability.** Broker shall, under no circumstances, have any liability to Customer greater than the amount of the real estate commission paid hereunder to Broker (excluding any commission amount paid to a cooperating real estate broker, if any) or, if no real estate commission is paid to Broker, than a sum not to exceed one hundred dollars.
- 5. Fair Housing Disclosure.** Tenant acknowledges that Broker is committed to providing equal housing opportunities to all persons. While Broker may show Tenant properties of a type or in any specific geographical area requested by Tenant, Broker may not steer Tenants to particular areas based upon race, color, religion, national origin, sex, familial status, disability, sexual orientation or gender identity.
- 6. Beware of Cyber Fraud.** Fraudulent e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fraudulent e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in sending or receiving funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fraudulent verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

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

Leasing Broker

Broker/Affiliated Licensee Signature

Print or Type Name

GA Real Estate License #

Licensee's Phone Number

Fax Number

Licensee's E-mail Address

REALTOR® Membership

Broker's Address

Broker's Phone Number

Fax Number

MLS Office Code

Brokerage Firm License Number

1 Tenant's Signature

Print or Type Name

2 Tenant's Signature

Print or Type Name

Additional Signature Page (F146) is attached.

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

The above Agreement is hereby accepted, _____ o'clock _____ .m., on the date of _____.