PRE-SHOWING COMPENSATION AGREEMENT

DATE: _____

Georgia REALTORS®

2024 Printing

RE: Property located at 2479 Peachtree Road

Atlanta

GA 30305

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.

1. <u>Compensation Being Offered to Buyer's Broker</u>.

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.]
In three (3)

| □ \$ | |
|------|---------|
| □ | (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.

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- 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.

 THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH <a href="milling:bigstar:big

| Additional Special Stipulations (F246) are attached. Buyer Broker Selier Broker Buyer Broker's (or authorized Date Selier Broker's (or authorized Date Broker's Signature Broker's Prone#404-419-3500 Broker's FAX# Broker's FAX#404-419-3501 ARA ARA REALTOR® Membership REALTOR® Membership If Selier's Signature Date Selier's Signature Date Selier's FAX# Broker's FAX#404-419-3501 Broker's FAX# Broker's FAX#404-419-3501 Broker's FAX# Broker's Stature Broker's Signature Date Selier's Signature Date | SPECIAL STIPULATIONS: The follow shall control: | ing Special Stipulations, if conf | flicting with any preceding paragraph or any ex | hibit or addendum hereto |
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| Buyer Broker Seller Broker 8/12/2024 13:31 Buyer Broker's (or authorized representative's) Signature Date Seller Broker's (or authorized representative's) Signature Broker's Phone# Broker's Phone#404-419-3500 Date Broker's FAX# Broker's FAX#404-419-3501 ARA REALTOR® Membership REALTOR® Membership REALTOR® Membership If Seller is paying Buyer's Broker Compensation referenced herein, Seller hereby signs this Agreement to confirm Seller's agreement to pay the Compensation to be made by Seller. SELLER DOES NOT NEED TO SIGN THIS AGREEMENT IF ALL COMPENSATION TO BE PAID HEREIN TO BUYER'S BROKER IS BEING PAID BY SELLER'S BROKER. Seller's Signature Date | ☐ Additional Special Stipulations (| F246) are attached. | | |
| Buyer Broker's (or authorized representative's) Signature Date Seller Broker's (or authorized representative's) Signature Date Broker's Phone# | Buyer Broker | | Seller Broker | |
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