

PROFESSIONAL REALTY ASSOCIATES, LLC

EXCLUSIVE LISTING AGREEMENT

P. O. BOX 250

MARBLE HILL, GA 30148

Owner(s) \_\_\_\_\_

Address: Number & Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: Home(\_\_\_\_\_) \_\_\_\_\_ Cell(\_\_\_\_\_) \_\_\_\_\_ Work(\_\_\_\_\_) \_\_\_\_\_

E-mail \_\_\_\_\_

RESORT	VILLA #	WEEK #	PRICE
_____	_____	_____	_____
_____	_____	_____	_____

If listed week(s) is or have been financed, please provide the following:

Mortgage Payment is/was made to: \_\_\_\_\_

Phone # \_\_\_\_\_ Account # \_\_\_\_\_ Approximate Balance \_\_\_\_\_

CONDITIONS OF EXCLUSIVE LISTING AGREEMENT

1. This is an EXCLUSIVE LISTING AGREEMENT whereby Seller shall receive all proceeds after commission has been deducted from the closing of the sale by Professional Realty Associates. (PRA). PRA shall determine the employing marketing methods, bear all costs associated with selling and deliver to seller the proceeds at time of closing, less any outstanding obligations as noted below.
2. Seller gives PRA the exclusive and irrevocable right to sell the property herein described at the price and terms set forth in this contract or at any price or upon any other terms accepted by the Seller during this contract, upon which Seller agrees to pay PRA a commission of 25% of the sales price.
3. This contract shall be for a period of twelve months from the date set forth below.
4. In case of a sale of this property within the term of this agreement by PRA, its agents, the undersigned Owner(s) or any other broker or person, Seller agrees to pay PRA a commission in the amount of 25% of the sales price.
5. In the event of a purchase within six months after the expiration of this agreement by any person, or anyone acting for any person, to any party introduced to Owner(s) pursuant to this listing, or to any guests or owner at this resort, owner hereby agrees to pay a commission of 25% to PRA.
6. All proceeds from the sale of the property will be distributed to Seller at closing minus commission as stated in #2.
7. This contract does not permit PRA the right to make use of the property except for the right to exhibit the property to prospective purchasers.
8. In the event of the sale of the property, notification to the management will be the responsibility of PRA; notification of the sale to the exchange company (if any) will be the responsibility of the Seller.
9. In the event of default by the Purchaser, the earnest money shall be paid 50% to PRA and 50% to Seller after payment of title search fees, if applicable.
10. If clear title cannot be issued or if Seller defaults, Seller agrees to pay for any title search costs incurred.
11. Should PRA present an offer in full compliance with the terms of this agreement, which is refused by Seller(s), Seller(s) agree to pay PRA a commission of 25% of the listed price.

TERMS AND CONDITIONS

Seller shall NOT be responsible for title insurance, recording fees, documentary stamps, intangible taxes.

Seller SHALL be responsible for any outstanding obligation(s) against said property such as association fees, property taxes, special assessments, estoppels, judgments, or mortgages. Any outstanding obligation(s) shall be deducted from proceeds above at closing.

THERE IS NO GUARANTEE THAT YOUR TIMESHARE PERIOD CAN BE SOLD AT ANY PARTICULAR PRICE OR WITHIN ANY PARTICULAR PERIOD OF TIME.

Owner's Signature \_\_\_\_\_

Date \_\_\_\_\_

Social Security # \_\_\_\_\_

Co-Owner's Signature \_\_\_\_\_

Date \_\_\_\_\_

Social Security # \_\_\_\_\_

Send or FAX to: PROFESSIONAL REALTY ASSOCIATES, LLC  
P.O. BOX 250  
MARBLE HILL GA 30148  
FAX 706-268-3710 PHONE 706-268-3600

Accepted by Professional Realty Associates, LLC

\_\_\_\_\_ Date \_\_\_\_\_

Ms. Jamie Kemp License #310229

## **TRANSACTION BROKER NOTICE**

As a transaction broker, Professional Realty Associates, LLC, provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly.
2. Accounting for all funds.
3. Using skill, care, and diligence in this transaction.
4. Disclosing all known facts that materially affect the value of real property and are not readily observable by the Buyer.
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing.
6. Limited confidentiality, unless waived in writing by a third party. This limited confidentiality will prevent disclosure that the Seller will accept a price less than the asking or list price, that the Buyer will pay a price greater than the price submitted in the written offer, of the motivation of any party for selling or buying property, that a Seller or Buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential.
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the Buyer and the Seller, but a licensee will not work to represent one party to the detriment of the other party.

By listing my interval on Petit Crest Villa's inventory, I acknowledge and agree to the following:

Prior to any transaction, I will contact my home resort (Petit Crest Villas at Big Canoe) for the required documentation involved in an ownership transfer and for the confirmation transfer number.

Petit Crest Villas at Big Canoe reserves the right to deny the transfer of any ownership if a Confirmation Transfer Number and the New Owner Transfer Document are not obtained.

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**Signature**

**Date**

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**Signature**

**Date**