



## SELLER/LESSOR MARKETING AGREEMENT

**Exclusive** Seller/lessor gives Atlanta Restaurant Realty ("ARR") the exclusive right to offer for sale or lease the property listed on the reverse side hereof, at the price or rent listed or at such price or rent and on such terms as are acceptable to seller/lessor. This agreement will continue for a period of 90 days, and will be automatically extended thereafter for like periods until the property is sold or leased, but this agreement may be terminated by seller/lessor at any time by providing ARR with 30 days' written notice of termination.

**Termination** If this agreement is terminated by seller/lessor before the property is sold or leased, then ARR, at its option, may provide to seller/lessor within 15 days following the effective date of termination a marketing list of the prospective purchasers/lessees and brokers to and/or through whom ARR marketed the property during the term of this agreement. Regardless whether a written list is provided to seller/lessor, in the event seller/lessor sells or leases the property through any such broker or to any such purchaser/lessee or purchaser's/lessee's affiliated or related party or entity who buys, leases, manages, invests in, lends to, is employed by, or otherwise comes into possession or constructive control of the property during the term of this agreement or within two years following the effective date of termination of this agreement, then seller/lessor agrees to pay the earned commission to ARR.

**Commission** Seller/lessor will pay to ARR the earned commission upon ARR producing a purchaser/lessee ready, willing, and able to purchase or lease the property for the price or rent set forth in this agreement or on such terms as are acceptable to seller/lessor, upon the sale or lease of the property by the seller/lessor to or through any affiliated or related party or entity who directly contacted seller/lessor during the term of this agreement, or upon the sale or lease of the property by seller/lessor to or through any party contacted by ARR during the term of this agreement. Seller/lessor and ARR will equally share any forfeited earnest money or deposit.

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**PROPERTY:** \_\_\_\_\_

**PRICE/TERMS:** \_\_\_\_\_

**RENT:** \_\_\_\_\_

**COMMISSION:**  **A** \_\_\_\_\_ **8%** **2 1/2 mos. rent \$8,000 minimum**  
(Seller/Lessor initial)

**B** \_\_\_\_\_ **6%** **2 mos. rent \$6,000 minimum**

Seller/Lessor contributes \$40 per week toward Atlanta Journal-Constitution Sunday classified advertising, which contribution will be reimbursed to seller at closing.

**Seller/Lessor Name/Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State & Zip:** \_\_\_\_\_

**Tel:** \_\_\_\_\_

**Tel/Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Seller/Lessor must provide the following:**

**Equipment List**

**Space Layout**

**Survey/Seating Chart**

**A/R Paragraph**

**Other** \_\_\_\_\_

**AMEX**

**VISA**

**M/C**

**Check (6x)**

Account No. \_\_\_\_\_

Exp. Date \_\_\_\_\_

Cardholder Name \_\_\_\_\_

This Seller/Lessor Marketing Agreement is agreed and accepted this \_\_\_\_\_.  
The undersigned seller/lessor represents and warrants that s/he has the authority to enter into this agreement.  
The undersigned seller/lessor further represents that s/he is not currently exclusively represented by any other broker.

\_\_\_\_\_  
(Seller/Lessor Initial)

\_\_\_\_\_  
Seller/Lessor Signature

\_\_\_\_\_  
Broker Signature