



SELLER/LESSOR MARKETING AGREEMENT

Non-Exclusive Seller/lessor gives Atlanta Restaurant Realty ("ARR") the **non-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, 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** _____ **10%** **3 mos. rent** **\$10,000 minimum**
(Seller/Lessor initial)

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