

HOME MANAGEMENT AGREEMENT **(HOUSE)**

THIS HOME MANAGEMENT AGREEMENT (HOUSE) (this "Agreement") is made as of the ____ day of _____, 2010 (the "Effective Date"), by and between **SHOW TO SELL, LLC**, a Georgia limited liability company (the "Show to Sell") and _____ ("Owner").

1. Relationship of the Parties. Show to Sell provides management, decorating and maintenance to owners of residential real estate listed and marketed for sale to the public. Owner owns that certain property located at _____, which is currently listed and marketed for sale and/or lease (the "Home"). Owner hereby expressly authorizes Show to Sell to identify and enter into a contract with a "Home Manager" (selected and approved by Show to Sell in its sole discretion) to reside in the Home and provide the Services (as defined below) in accordance with this Agreement. Owner expressly agrees and acknowledges that Show to Sell is not a real estate broker or agent, leasing agent or other similar real estate professional as such terms are defined under the laws of the State of Georgia or any applicable federal law.

2. Term. The term of this Agreement shall commence on the Effective Date and shall continue until the earlier of (i) the date the Home is leased or sold, or (ii) the date that this Agreement is terminated pursuant to Section 9 below. Within five (5) days of Owner entering into a contract to sale or lease of the Home, Owner shall notify Show to Sell in writing that a contract or lease has been executed and the anticipated closing date.

3. Services. During the Term, Show to Sell, by and through the use of the Home Manager, shall provide the following services (collectively, the "Services"):

- (a) management and upkeep of the general appearance of the Home;
- (b) decoration and staging of the Home; and
- (c) payment of charges for electricity, gas, water, sewer, trash/sanitation and lawncare.

Prior to the Home Manager taking possession of the Home, the utilities set forth in paragraph (c) above shall be transferred to the name of the Home Manager for direct payment.

4. Fees.

(a) Upon execution of this Agreement, for and in consideration of the Services, Owner shall pay to Show to Sell a fee in the amount of \$_____, and thereafter, commencing on _____ 5, 2010 and continuing on or before the fifth (5th) day of each subsequent calendar month, a fee in the amount of \$_____.

(b) In the event the Home is subject to a Quick Sale (as defined below), upon the closing of the lease or sale of the Home, Owner shall pay to Show to Sell an early termination fee in the amount of \$_____. As used herein, “Quick Sale” shall mean the execution by Owner of a contract to sale or lease the Home within sixty (60) days of the Effective Date.

(c) In the event the Home is sold or leased to the Home Manager, upon the closing of the lease or sale of the Home, Owner shall pay to Show to Sell a termination fee in the amount of \$_____.

5. Representations and Warranties of Owner.

(a) Owner is/are the sole owner(s) of the Home and has all right and authority to enter into this Agreement.

(b) Subject to Section 6(d), at all times during the Term, Show to Sell and the Home Manager shall have sole and exclusive possession and use of the Home.

(c) At all times during the Term, Owner shall be solely responsible for any and all loans, taxes, homeowners association dues or assessments and any other such loans, taxes, assessments and/or fees associated with Owner’s title, rights and interests in the Home.

(d) Owner has liability, property damage and fire insurance on the Home and shall maintain such insurance at all times throughout the Term.

(e) Owner expressly agrees and acknowledges that Show to Sell is not a real estate broker or agent, leasing agent or other similar real estate professional license in the State of Georgia.

(f) Owner expressly agrees and acknowledges that this Agreement is not a lease and shall not be subject to any laws applicable to leases, tenants and/or landlords.

6. Representations and Warranties of Show to Sell.

(a) Show to Sell shall, and at all times shall cause the Home Manager, to use the Home only as designed and intended to be used and for no other purposes.

(b) Subject to Section 8 below, Show to Sell shall, and at all times shall cause the Home Manager, to exercise due care in keeping, caring for, and preserving the Home and shall return the same to Owner in as good of condition as existed when the subject property was first occupied by the Home Manager, ordinary wear and tear excepted.

(c) Neither Show to Sell shall nor the Home Manager shall remove any “For Sale” signs or lettering which identify such property as that of Owner or that the Home is for sale.

(d) Show to Sell shall, and at all times shall cause the Home Manager, to allow

Owner and any agents or representatives of Owner, access to the Home at reasonable times to inspect and examine Home, including placing a lock box at the Home and showing it to prospective buyers.

7. Indemnification.

(a) Show to Sell will indemnify and hold Owner harmless for any loss or damages as a result of any personal injury to the Home Manager or the Home Manager's invitees.

(b) Show to Sell will indemnify and hold Owner harmless for any loss or damage to the Home caused by the gross negligence or intentional misconduct of Show to Sell or the Home Manager.

(c) Owner will indemnify and hold Show to Sell, its officers, directors, members, agents and employees, harmless for any loss or damage, injury or theft arising or resulting from acts of God, acts of a third party, acts of Owner and/or agents or Owner, or any pre-existing condition of which Owner is aware or becomes aware during the term of this Agreement.

8. Repairs. Owner expressly authorizes Show to Sell and/or the Home Manager to arrange for emergency repairs necessary to provide for the continued habitability of the Home, only in the instance where approval from Owner or Owner's agent cannot be obtained within a reasonable time for such repairs to be made in order to prevent further damages to the Home or injury to the Home Manager. Within ten (10) days of completing any such repairs, Owner shall reimburse Show to Sell for all actual expenses. It shall be Owner's sole responsibility to seek reimbursement for any such expenses through an applicable warranty or insurance.

9. Termination.

(a) In the event of default by Owner hereunder which continues ten (10) days after written notice by Show to Sell, Show to Sell may immediately terminate this Agreement. In such event, in addition to any other fees due under this Agreement, Owner shall pay to Show to Sell a fee in the amount of \$750.00 as liquidated damages and not as a forfeiture or penalty; it being understood and agreed that such payment shall be and constitute Show to Sell's liquidated damages, Owner and Show to Sell acknowledging and agreeing that it is difficult or impossible to determine the actual damages.

(b) In the event of default of Show to Sell or if Owner is otherwise dissatisfied with Show to Sell or the Home Manager's performance hereunder, Owner shall provide written notice of any such default or specific points of dissatisfaction. If such event of default or points of dissatisfaction continue for a period of thirty (30) days after providing written notice, Owner may terminate this Agreement by providing a second written notice of termination and this Agreement shall terminate on the date that is thirty (30) days from the date of the second notice.

(c) Either party may terminate this Agreement at any time and for any reason with not less than ninety (90) days' prior written notice delivered to the non-terminating party.

10. Miscellaneous.

(a) Notice. All notices provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by overnight express or facsimile transmission or registered or certified mail, return receipt requested and postage prepaid. Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change of address in the manner herein provided for giving notice. Any notice delivered personally or by overnight express courier or facsimile transmission shall be deemed to have been given on the date it is so delivered, and any notice delivered by registered or certified mail delivery service shall be deemed to have been duly given three (3) business days after it is sent to the intended recipient at the address set forth below.

(b) Waiver. Failure by any party to enforce any provision of this Agreement shall not act as a waiver of that or any other provision. Furthermore, any such waiver of any breach of this Agreement shall not act as a waiver of any other breach.

(c) Severability. The provisions of this Agreement are severable. If any provision is determined to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions shall remain in full force and effect.

(d) Governing Law. The laws of the State of Georgia shall govern this Agreement. If conflict of law rules of the State of Georgia would apply another state's laws, the parties agree that Georgia law shall still govern.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement. This Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the parties relating to the subject matter of this Agreement.

(h) Enforcement; Attorney Fees. In the event of a default hereunder either party shall have the right to seek enforcement of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SHOW TO SELL

By: _____

Print Name: _____

Address:

1073 Pine Grove Avenue
Atlanta, Georgia 30319
Attention: Donna Riley

OWNER

By: _____

Print Name: _____

Address (other than the Home):

Street: _____
City/State/Zip: _____
Email: _____
Home Phone: _____
Work Phone: _____

Owner's Real Estate Agent:

Agency: _____
Agent Name: _____
Street: _____
City/State/Zip: _____
Phone: _____

Owner's Property Insurance:

Insurer: _____
Agent: _____
Street: _____
City/State/Zip: _____
Phone: _____