

## Presenting Offers in the State of Georgia

### **GREC Rule: 520-1-.10 Handling Real Estate Transactions / Presenting Offers.**

“A licensee shall promptly tender to any customer or client any signed offer to purchase, sell, lease, or exchange property made to such client or customer. In a transaction in which the offeror is not a client or customer of the licensee, the licensee receiving an offer must provide a copy of the offer to the licensee working with or representing the offeree. However, a licensee who obtains an offer may negotiate a sale, exchange, or lease directly with an owner, a lessor, a purchaser, or a tenant if the licensee who obtains the offer knows that such offeree has a written outstanding agreement in connection with such property that expressly provides the other licensee will not provide negotiation services to the offeree.”

### **License Law O.C.G.A. 43-40-25. Violations by licensees, schools, and instructors; sanctions; unfair trade practices.**

Paragraph (19) “Failing to deliver, within a reasonable time, a completed copy of any purchase agreement or offer to buy or sell real estate to the purchaser and to the seller. “

### **Brokerage Relationships in Real Estate Transactions Act (BRRETA) O.C.G.A 10-6A**

#### **10-6A-5. Duties and Responsibilities of Broker Engaged by Seller:**

(B) Timely presenting **all offers** to and from the seller, even when the property is subject to a contract of sale.

#### **10-6A-6. Duties and Responsibilities of Broker Engaged by Landlord:**

(B) Timely presenting **all offers** to and from the landlord, even when the property is subject to a lease or letter of intent to lease.

#### **10-6A-7. Duties of Broker Engaged by Buyer:**

(B) Timely presenting **all offers** to and from the buyer, even when the buyer is a party to a contract to purchase property.

#### **10-6A-8. Duties of Broker Engaged by Tenant:**

(B) Timely presenting **all offers** to and from the tenant, even when the tenant is a party to a lease or letter of intent to lease.

#### **10-6A-14. Ministerial Acts (required actions of a transaction broker):**

(b) A broker acting as a transaction broker shall do the following: (1) Timely present all offers to and from the parties involving the sale, lease, and exchange of property.

**Important Note Regarding Short Sales:** Remember in a “Short Sale” transaction the Seller’s Lender is not a party to the Contract. The Seller still owns the home, and while the Seller’s Lender may have the right to say yes or no to allowing the Short Sale to move forward, they are not the Seller or our Client/Customer. The Purchase and Sale Agreement becomes Binding when Buyer(s) and Seller(s) Sign (see paragraph 18. H. of F20) and not when the Seller’s Lender/Bank approves the Short Sale. All offers must be presented to the Seller,

and then when the Seller engages in a Binding Contract with a Buyer, the Binding Contract is presented to the Seller's Lender/Bank. In all cases you must continue to present all offers to a Seller regardless of whether there is already a Binding Contract on the property. If the Seller decides to negotiate a Back up Contract then Contract must include a Back up Contingency Exhibit in addition to any other necessary Contingency Exhibits like the Short Sale Contingency Exhibit. **Note:** While the Seller is under no obligation to engage in or accept a Back up Contract on the property, if they do engage in a Back Up Contract (signed by Buyer & Seller), and the property is a Short Sale Transaction, then the Back Up Contract should also be presented to the Seller's Lender/Bank. See 18. U.S.C.A. 1014. The Lender/Bank is not a party to the Contract and cannot kick out Buyer #1, but what they can control is what their Short Sale Approval looks like and the information that someone is under contract with a Back Up Contingency may influence their approval decision and cannot be withheld from them.