Broker Agreement

Standard agency agreement

Sale/ Renting / Lease

Client(s)

NAME(S) / COMPANY NAME:

ADDRESS(ES)

PHONE

E-MAIL

DATE OF BIRTH

The client is a consumer? ☐ Yes ☐ No

The client is entitled to dispose of the property as

☐ Owner
☐ _____ Authorized representative
☐ Has power of attorney from the authorized representative and as such is liable for the binding conditions set out in this agreement.

☐ The client (Landlord) is the first client pursuant to Article 17a of the Broker Act (brokering of residential property rental contracts). The Broker/Agent acts solely on behalf of the Landlord in this case.

☐ In accordance with existing business practice, the Broker/Agent may be a Dual Agent and may act in this capacity.

☐ The client agrees that the Broker/Agent may broker the property in a joint transaction with other brokers.

Terms of order

The real estate broker is instructed ☐ to sell ☐ to rent ☐ the leasing of the below property in line with the conditions set out in the contract.

Brokered property

TYPE OF PROPERTY

EZ [folio number]

GSt. [plot]

KG [cadastral district]

ADDRESS

Basis for negotiation

☐ **Purchase** price including liens: **Euro** _____ ☐ plus 20 % VAT.

☐ monthly gross rent (inclusive of operating costs and VAT): Euro _____ ☐ monthly net rent: Euro _____

☐ further contract conditions (see property information sheet):

This agreement is concluded for an indefinite period and can be terminated by either party without giving the reasons for termination. The termination does not affect legal transactions the agent was already working on up to the time of the termination, provided the brokered legal transaction comes to fruition (even after the termination has taken place).

Comission agreements

The client undertakes to pay the commission specified hereunder in case he enters into the transaction mentioned above with the party identified by the broker. The broker commission shall also be due in case the broker has become active for the client in any other way. The payment is due when the brokered transaction goes into effect.

Commission rates

3 % of the purchase price incl. debts and other liabilities plus VAT.,

2 monthly gross rents (total rent excluding VAT) plus VAT.,

_____ % of the gross rent payable during the term of contract plus VAT,

_____ % of special considerations (for investments, furniture, granting of rights), plus VAT.

In the event that the prospective client enters into a legal transaction of equivalent purpose (e.g. purchase instead of rent) s/he undertakes to pay to the real estate broker a commission which shall be calculated pursuant to the respective maximum amounts for commissions as laid down in the Immobilienmaklerverordnung [Real Estate Broker Regulation] 1996. A supplementary commission in accordance with the respective maximum commission fees defined in the Real Estate Brokers Act (ImmMV) 1996 is agreed upon in the event that once a legal transaction has been concluded (e.g. initial lease) an additional transaction is agreed with regard to the same property (e.g. purchase following the lease).

Special commission agreements (§ 15 MaklerG)

The payment of the commission rate agreed above plus statutory VAT on the basis of the purchase price/total rent/lease (or a commission in the amount of _____ plus statutory VAT) specified in the Sole Broker Contract is also agreed for the case that:

- the transaction described in the broker agreement is not entered into contrary to good faith (because the client – contrary to the course of the negotiations up to that point - fails to take any action that would be required for the conclusion of the deal without notable reason),
- a different transaction is entered into the purpose of which is not equivalent to the original transaction, however, only if the brokerage of the subject transaction is within the scope of a broker's license. The calculation of the broker's commission is limited to the commission ceilings defined in the Brokerage Act of 1996 (Immobilienmaklerverordnung).
- either the client or the third party identified by the broker passes on the business opportunity proposed by the real estate broker to a different person with whom the transaction is then entered into
- or that any statutory or contractual right of first refusal, repurchase or right to succeed has been exercised (section 15 para 1 Maklergesetz (Austrian Broker Statute))

  In these cases the commission is calculated pursuant to the purchase price/monthly gross rent given in the broker agreement.

Mutual support and obligation to share information

The client is obliged to support the broker honestly in carrying out their brokerage activities and to refrain from passing on business opportunities that have been communicated to him. Broker and client are obliged to share necessary information, in particular the client must inform the real estate agent immediately of any change in the sale/rental/intention to lease.

Presentation of the Energy Performance Certificate

The client must present the buyer or lessee with an energy certificate not older than 10 years before submitting the contract declaration and hand it over no later than 14 days after the contract has been signed.

☐ The client has an energy certificate drawn up at his own expense and instructs the Broker to obtain it.

☐ Despite being informed and despite a possible administrative penalty (up to EUR 1,450.00), the client fails to provide an energy certificate.

Right to withdraw from distance and off-premises contracts and client information of such right

The prospective client is informed that pursuant to Sec. 11 FAGG, it has the right to withdraw from an agency agreement within 14 days, if such agreement was concluded outside the real estate agent's premises (off-premises contract) or exclusively as a result of distance selling. The 14-day withdrawal period commences on the day the agreement is concluded. While the notice of withdrawal does not require any specific format, it may be made by means of the model form provided.

If the client wants the agent to take action (e.g. by providing detailed information, fixing an appointment for the viewing of a property) before the 14-day withdrawal period has expired, the client must explicitly instruct the agent. In such case the client loses their right to withdraw, provided the agreement has been "completely fulfilled" during that period.

☐ The prospective client wants the agent to act within the withdrawal period (e.g. by sending detailed information, agreeing on a viewing appointment). The prospective client understands that they will lose their right to withdraw from the agency agreement if the agent completely fulfills the contract (identifying a contract party). The obligation to pay the commission only arises after the brokered transaction (purchase or lease agreement) has materialized and is a result of the agent's efforts.

In the event of withdrawal pursuant to Sec. 11 FAGG, the client undertakes to refrain from using the information received.

The prospective client receives
☐ a copy of the agency agreement on a durable medium
☐ a list of ancillary costs ÖVI form 13 M and withdrawal rights including withdrawal form on a durable medium

PLACE OF JURISDICTION (FOR ENTREPENEUR)

PLACE & DATE

REAL ESTATE BROKER

If applicable: ☐ This agreement was concluded on the real estate agent´s premises.

CLIENT

This form was created on the basis of the current legal texts and case law and made available to the member companies of the ÖVI and WKO. A possible liability, in particular a possible protective effect in favor of third parties, is expressly excluded.
Media holder: Austrian Real Estate Association, 1070 Vienna, Mariahilfer Strasse 116/2.OG/2, www.ovi.at