

Real estate broker:

BROKER AGREEMENT

Simple Broker Agreement
Sale/Letting

Client(s)

Name(s)/Company name:.....

Address(es):.....

Phone: Fax:

Occupation..... Date of birth:.....

The client is consumer yes no

Terms and conditions of the order

The real estate broker is instructed to sell to let
the property described in more detail below on the terms stated herein.

The client is

entitled to dispose of the property as Owner /

authorised by the person entitled to dispose of the property and is liable for any obligations under this agreement.

Property:

Type of property:

Address:.....

EZ [folio number]:..... KG [cadastral district]:..... GSt. [plot]:.....

Shares: Gfl. [main area]: Nfl. [side areas]:..... Year of construction:

Ready for occupancy on:.....

Purchase price incl. debts and other liabilities EURO.....

Gross monthly rent/housing contribution: EURO

inclusive / exclusive of % VAT

Description (rooms, furniture, fittings, heating, lift, connections, etc.):

Contract conditions (security deposit, term of contract, terms of payment, reserve for maintenance and repair, etc.):

Information concerning the presentation of an energy performance certificate

Please note that, in accordance with the Austrian Act on the Presentation of Energy Performance Certificates, the buyer or lessee of buildings or premises has to be provided with an energy performance certificate no later than on the date of the contractual statement. The energy performance certificate must not be older than ten years. If no energy performance certificate is provided, Section 5 of the Act on the Presentation of an Energy Performance Certificate (Energieausweis-Vorlage-Gesetz - EAVG) stipulates that in such case an energy-efficiency which at least corresponds to the age and type of the building is considered as agreed.

Commission 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.

Amount of the Commission:

.... % of the purchase price incl. debts and other liabilities (as agreed in the contract)

..... % monthly gross rents (total rent excluding VAT)

plus 20 % 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.

The client shall assist the broker in carrying out his broker activity in good faith and shall refrain from passing on any information on business opportunities.

Broker and client are obliged to provide each other with the necessary information. In particular, the client shall immediately inform the broker about any change of his intention to sell/rent the property.

Special commission agreements

Payment of the commission agreed upon above (or a commission in the amount of EURO plus 20% VAT) is also agreed upon if

- the transaction described in the broker agreement is not entered into contrary to good faith,
- a different transaction is entered into the purpose of which is equivalent to the original transaction,
- 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.

The client acknowledges receipt of a copy of this broker agreement and an outline of ancillary expenses (ÖVI form 13 K or M).

Place of jurisdiction:
(only if no consumer involved)

Venue.....

Date.....

.....

Real estate broker

please tick appropriate

.....

Client

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