

Real estate broker (Company, Address, Phone, E-Mail)

SOLE BROKER AGREEMENT

Broker Agreement
pursuant to Section 14 Maklergesetz
(Austrian Broker Statute)
Sale/Letting

Client(s)

Name(s)/Company name:

Address(es):

Phone:

E-Mail:

Date of birth:

If 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 details 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]:

GSt. [plot]:

Shares:

Gfl. [total area]:

Nfl. [floor space]:

Year of construction:

basis for negotiation

Purchase price incl. debts and other liabilities EURO

inclusive / exclusive of % VAT

Gross monthly rent/: EURO

Contract conditions/Description (term of contract, composition of rent, security deposit, reserve for repair, etc.):

This instruction is a sole broker agreement until . Thereafter it will be changed into an unlimited simple broker agreement terminable at any time.

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. The payment is due when the brokered transaction goes into effect.

Commission Amount:

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

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

ÖVI form no. 11/5/2014

General terms and conditions pursuant to Section 10 IMVO [Real Estate Broker Regulation] 1996 BGBl. [Federal Law Gazette] No. 297/1996, recommended by the Federal Chamber of Commerce Austria, Section of real estate experts and escrow agents GZ 2014/05/30 FVO Ma/Pe Form 11 ÖVI

Mutual obligation for support and information

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. In addition, the client undertakes to advise the broker of the persons who contacted him directly during the term of the sole broker agreement. The broker undertakes to use his best endeavours in carrying out the instruction.

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** (because the client 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 **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.

For the term of the sole broker agreement the following additional facts entitling the broker to a commission are agreed upon:

The client is obliged to pay the commission stated above if

- the sole broker agreement is terminated early by the client in violation of the contract and **without important reason**;
- the transaction was entered into during the term of the sole broker agreement in violation of the contract through the activities of **a different broker instructed by the client** or in a way other than by the activities of a different broker instructed by the client . (eg. if the **client sells the property by himself**)

Information concerning the presentation of an energy performance certificate and energy figures quoted in ads

The *Act on the Presentation of the Energy Performance Certificate (EAVG)* provides that in the event a building or an object of usage is **sold/rented**, the seller/landlord has to present to the buyer/tenant an **Energy Performance Certificate** in due time before the contractual declaration and hand it to the buyer/tenant no later than 14 days after the signing of the agreement. At the time of presentation, the **Energy Performance Certificate** may not be older than 10 years.

As of December 1, 2012 (when the Act on the Presentation of the Energy Performance Certificate will enter into force) advertisements in print and electronic media must specify the **thermal heat requirements (Heizwärmebedarf or HWB)** and the **overall energy efficiency factor (Gesamtenergieeffizienzfaktor or fGEE)**. Both, seller/landlord and broker who fail to state the HWB and fGEE values in an advertisement are subject to a fine of up to EUR 1,450. Moreover, the seller/landlord faces an administrative penalty of up to EUR 1,450 if he/she fails to present and / or hand-over the Energy Performance Certificate.

Already existent Energy Performance Certificates (only including HWB) are valid 10 years as of date of issue.

In the event the seller/landlord fails to provide an Energy Performance Certificate, the buyer/tenant is entitled to procure an Energy Performance Certificate and claim reasonable expenses for the certificate at court within 3 years.

The client has been informed of the obligation to disclose the energy performance data in advertisements and to present and hand-over the Energy Performance Certificate, as well as of the pertinent administrative penalty provisions.

The client has provided an **Energy Performance Certificate** to the broker/ The client shall make available the Energy Performance Certificate by _____ . / In spite of having been informed of the obligation to present an Energy Performance Certificate, **the client will not make available such certificate.**

Right of withdrawal and consumer information

The client is informed that - in the event a sole agency agreement is concluded - it has the right to withdraw from the agreement within 14 days, if such agreement has been concluded outside the real estate agent's premises (off-premises) or by distant sale pursuant to Sec. 11 FAGG (Distant & Off-Premises Sales Act).

The 14-day withdrawal period commences on the day the agreement is concluded. While the 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 before the 14-day notice period has expired, the client must explicitly instruct the agent. In such case the client loses its right of withdrawal, provided the contract has been completely executed within that period.

The client **wants the agent to take early action** (within the withdrawal period) and **acknowledges that it will consequently lose the right to withdraw from the agency agreement pursuant to Sec. 11 FAGG** , once the agent fully executes the agreement (i.e., identifies a contracting party). However, the obligation to pay the commission will only arise upon the actual conclusion of the transaction (purchase or lease agreement), if based on the agent's activities.

The client **does not want the agent to take early action.**

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

The client acknowledges receipt of a copy of this sole broker agreement on a durable medium and an outline of ancillary expenses (ÖVI form 13 K or M, information on withdrawal rights including withdrawal form).

Place of jurisdiction (only if no consumer involved):

Venue _____ Date _____

If applicable: This agreement was concluded in the real estate agent's premises.

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Real estate broker

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Client

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