

Real estate broker: (company, address, phone, email)

vienna
immobilien ■■■

VIM immobilien makler & treuhand gmbh
Walfischgasse 6 | 1010 Wien
office@viennaimmobilien.com
www.viennaimmobilien.com

Agency Agreement

with the (prospective) client(s)

(prospective) Client(s)

Name(s)/Company Name:

Address(es):

Phone:

E-Mail:

Occupation:

Date of birth:

Based on this agreement, the real estate agent will take action supporting the client's search of a property. Referring to the possibility of a concrete request and additional future requests, the following **agreement** is made covering the brokerage services of our company:

This agency agreement is concluded for an indefinite period and may be terminated by both parties with immediate effect and without stating the reason for termination. This termination does not affect those transactions for which the agent has been active prior to the termination, provided that the transaction does or will finally materialize (also after the termination).

In accordance with common business practice, the agent acts / may act as dual agent.

Our company is authorized to present properties subject to withdrawal.

Commission Agreements

In the event that the client buys or rents a property based on the agreed meritorious services of its agent, the client undertakes to pay to the agent a commission in the amount specified below. The obligation to pay the commission arises if a transaction materializes and the payment is due when the brokered transaction goes into effect. *The agent shall be entitled to a brokerage fee also in the event he/she has provided services other than identifying the party to the agreement (brokerage services).*

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

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.

In case a limited tenancy agreement is concluded an additional commission (supplementary commission) is hereby agreed upon in proportion to such renewal in case such tenancy agreement is renewed or converted into an unlimited tenancy agreement (see information overleaf) in an amount of monthly gross rent plus VAT, respectively. 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. 22/12/2017

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 2017/12/05 FVO Ma/Pe Form 10 ÖVI

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 important reason),
- the client (prospective client) discloses the business opportunity (identified by the agent) to a third person with whom the transaction is then concluded.

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 its right to withdraw, provided the agreement has been "completely fulfilled" during that period.

Based on common business practice, "complete fulfillment" means the agent's identification of a business opportunity, in particular if the client does not desire or enable any further action by the agent. In such situation the agency agreement can no longer be cancelled and is the basis for the agent's entitlement to commission, provided the agent's identification of a business opportunity ultimately leads to the conclusion of a business transaction.

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

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 it will lose its 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.

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

The prospective client receives a copy of the agency agreement on a durable medium (ÖVI form 13 K / 13 M, list of ancillary costs and 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.

.....
Real estate broker

.....
Client