

# Exclusive order

**Client:**

**Real estate  
Agent:**

Heribert Günther Immobilien e.K.  
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**Object:**

**Asking price:**

## General conditions of contract:

- 1. Exclusive order:** The client assigns the real estate agent to show him potential buyers or to liaise the conclusion of a contract.
- 2. Duration:** The contract runs from \_\_\_\_\_ to \_\_\_\_\_  
If it is not cancelled one month before the end of the contract, it will be extended for a quarter of the year automatically.
- 3. Duties of the agent reg. the exclusive order:** The real estate agent obliges:
  - a) to handle this exclusive order competent, sustainable and with regard to all chances for contracting.
  - b) to inform the client regarding the enforceability of the selling price and all other conditions of the contract to the best of his belief.
- 4. Duties of the client reg. The exclusive order:** The client on the other hand obliges:
  - a) not to make use of the services of any other parties within the contract duration, only regarding the above named object.
  - b) to give the agent truthful information and to provide him with all documents he needs, with regard to §§ 10 und 11 MaBV, to attend to his duties.

**5. Commission:**

- a) On the day of the notarial contract closing the **Client** pays the commission in the amount of \_\_\_\_\_ of the total selling price **plus tax**, if the contract was closed with a buyer provided by the agent or with a buyer provided by the client or with a buyer which was provided by a third party, in that case only if it was provided within the duration of this exclusive order.
- b) The commission also has to be payed if the client negotiates another contract or sells another object with the potential parties which war originally brought by the agent.
- c) The agent is entitled to take action for the interested party with subject to commission.

**6. Compensation of material costs (§ 652 II BGB) and time exposure:**

- a) If the client acts for co-owners without having a warrant and if the agent did not know this as well as if the client breaks the contract, the client and the agent agree on a compensation in the amount of the accrued material costs and time exposure. Other claim damages remain reserved.
- b) Furthermore material costs and time exposure also need to be refunded if the client compounds the realisation of the contract within the duration of the contract.

The compensation becomes due the day the contract ended. If the client has to pay the agreed commission the amount of compensation will be fully imputed.

**7. Reckoning of the material costs and time exposure:**

Material costs

- a) Advertisements will be invoiced upon evidence

**(Only in case of a breach of contract)**

- b) For travel and vehicle costs the legitimate charge referring to the income tax will be used.

- c) For expenses (postage, telephone calls, office supplies) € .100,-- **per month** (plus tax) will be charged

time exposure

For time exposure the agent receives € .150,-- **per month** (plus tax) at most 15% of the agreed commission (alternatively the usual commissions for real estate agents).

**8. Early notice of cancellation of the client:**

The client can cancel the exclusive order if the real estate agent offends against his duties (number 3) following a written waring.

**9. Amendment of the contract and requested amendments of the client:**

**Warranty**

The client gives the real estate agent a warranty to see the land register files as well as for all other files regarding the object including the finance authority and creditors. The agent is allowed to visit the object alone or with potential buyers.

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Real estate agent