

TERMS OF BUSINESS/AGREEMENT

1. Contract of Brokerage

With the usage of the Realtor, for example establishing contact/negotiations with the owner based on the information provided, a Realtor agreement/ contract with the buyer is established. The following terms apply.

2. Offer

The offer of the Realtor is understood to be independent and non-binding and is only for the addressee (interested party, potential buyer/lessee). Passing or sharing the offer with a third party is forbidden.

3. Dual Function

The Realtor has the right to contractually engage both buyer/lessee and seller. Any objections or conflict of interest arising will without delay be brought to the attention of the client.

4. Information in Regards to the Seller (Owner)

If the recipient (potential buyer/lessee) of the offer provided by the Realtor is interested in contacting the owner, the Realtor is certainly prepared to share such contact information. Upon written request from the potential buyer, the Realtor will provide name and address of the owner (seller).

5. Commission

With the completion of a legally binding sales (or lease) contract, the buyer (or lessee) incurs the cost of the Realtor fee, which is due immediately, provided a right to withdrawal or other special agreements are not in place. This fee is based on the customary local business fees presented in the offer, unless otherwise agreed upon. The commission is also due, if the potential buyer (receiver of the offer) shares the offer with a third party, who then completes a legally binding sales (or lease) contract. The commission is calculated based on the actual price paid; that is the entire value of the sales contract to include adjustments made for any fixtures or furnishings, assumed mortgages, etc.

6. Causation

Is the recipient (potential buyer/lessee) of this offer already aware of the property being offered for sale/lease, then he/she should notify in writing the Realtor within three days of receipt of the offer. Upon request, the potential buyer must present proof to the Realtor. If the potential buyer/lessee does not do this, then this offer and agreement stands as written.

7. Equality

The sales contract is completed once the buyer/lessee purchase, lease, or otherwise transfer ownership of the equal or same property from the owner in part or whole (either real or idealistic) to the buyer/lessee.

8. Notarization

The Realtor has the right to participate in the notarization of the sales contract and is entitled to a copy of the finalized signed sales contract.

9. Liability

The offer provided is based on information provided by the owner. The Realtor has no liabilities as to the accuracy of the information.

10. Final Clause

The Realtor will not receive any funds for the owner. Place of execution for these mutually agreed to consensual commitments is the Realtor's place of legal registry. Place of jurisdiction, unless a law states otherwise, is the Realtor's place of legal registry.