

**EXCLUSIVE SALE / RENTAL AGREEMENT**

concluded on ..... between:

..... whose place of residence is situated  
in ..... who declares being an  
authorized ..... representative  
of .....

with a place of residence situated in.....  
phone: ..... Identity Card/passport no. ....

hereinafter referred to as **Customer**

and the **Villa Nova Estate Agency** situated in Katowice, ..... Street, represented by  
Blanka Przewdzing-Lis, hereinafter referred to as **Agent**. Agent declares possessing the  
UMiRM [Housing and Urban Development Office] licence no. 903 and carrying the estate  
agency third party liability insurance.

**§ 1** Customer hereby appoints Agent to carry out actions aiming at acquiring a tenant/  
purchaser, hereinafter referred to as Contractor and concluding a final agreement of  
sale/rental of a property or rights, hereinafter referred to as offer.

**§2** By the terms of the Agreement Agent will undertake actions aiming at finding a  
Contractor, advertise offer on the Internet and in other media, and may also present  
offer to other co-operating estate agencies. At the parties' request Agent may also  
participate in preparation of documents required for the execution of a final agreement,  
presentation of offer and negotiation process regarding the conditions of a final  
agreement. Customer agrees to have the property photographed and other advertising  
materials prepared, published and made available to interested customers or other  
estate agencies.

**§3** For the execution of activities stipulated in § 1 Customer is obliged to pay one-time  
agency commission at the rate of:

..... **% of the property sale price plus VAT**

..... **pre-arranged one-month rent, sublet or lease plus VAT**

The commission is to be paid at the date of conclusion of a final sale/rental agreement.  
In case a preliminary agreement has been signed and Customer has received a  
prepayment, Agent shall receive 50% of the commission at the execution of the  
preliminary agreement, and 50% of the commission at the final agreement. The  
commission will have to be paid, even if Customer withdraws from the Agreement, after  
a protocol of agreements / a preliminary agreement has been signed with a Contractor  
designated by Agent.

**§4** Customer **grants exclusive rights to Agent** for the actions stipulated in § 1 and is  
obliged to conclude a final sale or rental agreement only with an Agent's client and with  
Agent's participation. Customer reserves the right to withdraw from the exclusive  
agreement prior to concluding a final agreement with a client not being an Agent's client,  
but in such case Customer shall pay compensation at the rate established at  
....., in words: .....

Exclusive rights have been granted to Agent according to individual arrangements with  
Customer.

- §5** Customer or a representative acting on behalf of Customer in the Agreement cannot exclude Agent's participation in relation to Contractors to whom offer has already been presented. Offer is regarded as presented after Agent has signed an agency agreement with a Contractor and submitted an address indication to the Contractor.  
In such case Customer cannot invalidate or terminate the Agreement, and Agent is entitled to claim compensation the amount of which shall be equal to the commission paid by both parties (Customer and Contractor, at the rate stipulated in the § 3 of the Agreement). Customer and Contractor are jointly responsible for the payment of the compensation.
- §6** Customer is obliged to provide Agent with reliable information regarding the legal status and the actual state of the offered property, and to inform about all actions and decisions which may have an impact on the possibility or the way of execution of the Agreement (e.g. change of sale price, rent or other essential conditions of the Agreement).
- §7** In case of delay in the payment stipulated in the § 3 or the compensation stipulated in the § 5 of the Agreement, Customer shall pay interests at the rate of maximum statutory interests, without a separate request for payment.
- §8** Customer authorizes Blanka Przewdzing-Lis to act on Customer's behalf in administrative bodies, offices and courts for inspection and receipt of documents required or helpful to complete the purpose of the Agreement. Authorized Blanka Przewdzing-Lis maintains the right to authorize third parties to carry out actions within the scope of the authorization.
- §9** The agreement is entered into for a period of.....
- §10** Customer agrees to the processing of his / her personal data for the purposes related to the completion of the Agreement, with accordance to Personal Data Protection Act of 29 August 1997 (Journal of Laws, 1997, No. 133 item 883, with subsequent amendments).
- §11** Cases not specified under the terms of the Agreement and referring to the rights and duties of the parties of the Agreement will be regulated in compliance with the Civil Code provisions. Possible disputes between the parties will be settled by any court of competent subject matter jurisdiction in Katowice. The Agreement has been drawn up and signed in duplicate.

**Agent**

**Customer**