

NON-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 may search for a Contractor to purchase or lease a property stipulated in §1 independently, execute a relevant agreement without Agent's participation and without the necessity to pay the commission, provided that the provisions of § 5 have not been contravened.

Customer is obliged to inform Agent immediately about the execution of a final agreement without Agent's participation.

- §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 an indefinite period of time, will be terminated by completion of its purpose or after a one-month written notice, and shall otherwise be null and void, with the consideration of § 5 of the Agreement.
- §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