

**NON-EXCLUSIVE PURCHASE / LEASE 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 conduct a **search for a property to purchase/ lease**. The property shall match the following description:  
.....  
.....  
.....

**§2** By the terms of the Agreement Agent will present Customer with offers that meet the above requirements, together with general information (approximate floor area, offered price). At Customer's request Agent will participate in an inspection of a property and the negotiation process concerning the purchase / lease conditions. If the process of negotiation is performed by Customer independently and the final purchase / lease agreement is signed without Agent's participation, the amount of commission established in the § 3 or the amount of compensation established in the § 5 will not be reduced.

**§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**  
If Customer decides to purchase / rent a property which Agent has presented, Agent will prepare a protocol of agreements regarding important conditions of the transaction (containing the sale price or the rate of rent, the dates of execution of the final agreement, transfer of its subject, and other conditions). At the signing of a protocol of agreements or a preliminary agreement Customer is obliged to pay 50% of the above established fee. At the signing of the final sale agreement or the actual rental agreement Customer will pay the rest of Agent's commission.

**§4** Customer may search for properties and execute a final purchase / lease 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 the 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 purchase / lease of offers that have already been presented. Offer is regarded as presented after Agent has signed an agency agreement with Customer and submitted an address indication to Customer.  
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 inform Agent about all actions and decisions which may have an impact on the possibility or the way of execution of the Agreement (relating to changes in description, price or location of a required property).
- §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**