



Contract # _____
of the exclusive sale of real estate

“ _____ ” _____ 201__

Company **ARTEDEN Inversiones y Proyectos S.L.** (registration number B98173248) acting on the basis of the Charter, hereinafter referred to as "Contractor", represented by executive director **Artjom Kapustjuk** on the one hand, and

_____, referred to as "Seller" on the other hand, together hereinafter referred to as the "Parties" and each individually - "Party" has concluded the following contract.

1. SUBJECT OF THE CONTRACT

1.1 Seller entrusts the Contractor exclusive rights to provide information and consulting services to find a buyer for the property located at:

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1 Rights and Obligations of the Contractor:

2.1.1 Contractor gets the exclusive right for the exclusive sale of the said object.

2.1.2 The Contractor must ensure the advertising campaign to sell the property, according to his abilities and strategies.

2.1.3 The Contractor must carry out the independent search and selection of potential buyer for the property.

2.1.4 The Contractor must organize the views of the property by potential buyers, after arranging convenient time with the Seller.

2.1.5 The Contractor undertakes to negotiate with buyers in order to determine mutually acceptable terms of the sale.



2.1.6 Upon the Seller's request, the Contractor must provide information about the execution of the obligations, described in this Contract.

2.1.7 The Contractor must organize and conduct all the necessary arrangements for the drawing up, execution and performance of the contract of the property sale.

2.2 **Rights and obligations of the Seller:**

2.2.1 The seller provides Contractor the exclusive right of the search buyer and sale of the object for the period of 12 months.

2.2.2 The seller must provide Contractor all the necessary information about the object, including promotional materials, photos, videos, presentations, descriptions and other materials that give complete impression about the object.

2.2.3 The seller must provide Contractor all the documents (including a copy of the **Nota simple informativa del Registro de la Propiedad**), confirming the ownership and rights to sell the specified property.

2.2.4 The seller must provide Contractor all the information about the state of the property, the defects in design or construction, or the violation of established norms, debt and/or credit and/or mortgage commitments of the specified property.

2.2.5 The seller agrees to react promptly to the requests from the Contractor concerning the views of the property by potential buyers and not to inhibit it.

2.2.6 The seller agrees not to negotiate with real estate agencies, private brokers and other individuals, including potential buyers without notification and arrangement with the Contractor.

2.2.7 The seller agrees to pay the Contractor money reward specified in p.4.1 in the case of signing the contract of sale the specified object.

2.2.8 The seller is entitled to receive the full report about the executing of the obligations from the Contractor, during the term of this contract.

3. **THE PRICE OF THE OBJECT**

3.1 The price of the object is determined and specified by the Seller.

3.2 The price of the object is _____ EURO (_____).



- 3.3 Price of the object is the amount which the Seller gets from the sale of the property after the signing the contract of sale. The Seller pays Contractor the reward from this amount.
- 3.4 The price of the property may be changed by mutual agreement of the Parties.

4. PAYMENTS

- 4.1 Contractor will receive ____ % on the selling price if the sale takes place in a period of 6 months from the date specified in the contract.
- 4.2 If the price of the object is changed by the Seller, the amount of the Contractor's reward is calculated from the price, specified in this Contract.
- 4.3 The Seller transfers the reward of the Contractor to the bank account of the Contractor within 10 days from receipt the price of the object from the buyer.
- 4.4 The paid reward is considered to be the payment of the Contractor's services by Seller.
- 4.5 The costs for advertising campaign are included in the amount of reward.
- 4.6 Notary fees, translation, preparation of documents, payment of taxes and other expenses that may arise during the transaction, are paid by the buyer.

5. RESPONSIBILITIES OF THE PARTIES

- 5.1 Contractor is responsible for the documents received from the Seller.
- 5.2 The Contractor is not responsible if during the term of the contract the buyer won't be found.
- 5.3 The Parties are exempt from liability for any delay and/or partial or full default of the obligations of this Contract, in the case if it was caused by force majeure (force majeure), and the publication of the authorities and control instruments, making it impossible to fulfill the obligations under this Contract. The Party affected by force majeure must immediately notify the other Party about it.
- 5.4 All disputes or differences which may arise out of this Contract, because of it or because of the different interpretations must be resolved through negotiations and consultations between the Parties. If they aren't resolved by negotiation, they should be resolved in court through the court on the defendant.



6. DURATION OF CONTRACT AND OTHER CONDITIONS

- 6.1 This Contract takes the force upon its signing by the Parties and will run until « ____ » _____ 20____, inclusively.
- 6.2 This Contract is signed in two authentic copies, having the same legal force.
- 6.3 Any changes or additions to this Contract are valid only if they are provided in writing and signed by authorized representatives of the Parties.
- 6.4 Early termination of this contract is possible in the following order:
- 1) In the case if the Seller notifies the Contractor about the intention to terminate this Contract, the Seller agrees to compensate 10 % of the reward specified in paragraph 4.1
 - 2) If the Contractor notifies the Seller about the intention to terminate this Contract, he must notify the Seller about the intention not less than 14 days before the intended date of termination.



7. CONTACT DATA AND SIGNATURES

SELLER

(Authorized person)

(Contact data – email, mobile phone number)

(Passport number)

Date

Signature

CONTRACTOR

ARTEDEN Inversiones y Proyectos S.L.

(Company name)

B98173248

(Registry number)

(Legal address)

(Authorized person)

(Contact data – email, mobile phone number)

(Passport number)

(Bank data – name and address of the bank)

(IBAN, SWIFT code)

Date

Signature