**BROKERAGE CONTRACT FOR RENTAL**

In ...(*place*)... , on the...(*day*)...(*month*)...(*year*)....

**BETWEEN**

On the one hand, Mr/Mrs..................., of full age, ... (*civil status*)..., ...(*occupation*)..., with I.D./Passport number ............, and address at ...............

And, of the other part, Mr/Mrs..................., of full age, ...(*civil status*)..., (*occupation*)..., with I.D./Passport number............, and domiciled at ................

**THEY INTERVENE**

The first, *in his/her own name and in his/her own right/for and on behalf of* ............ Hereinafter referred to as the Owner.

*The second, in his own name and right / in the name and on behalf of.............* Hereinafter referred to as the Agent.

Both parties acknowledge that they have sufficient legal capacity to contract and bind each other and to that effect:

**THEY STATE**

**I.-** That the Owner is the full owner of the following dwelling:

*"... (Description)...".*

**II.-** That the Agent is dedicated, among other activities, to intermediation and brokerage in the leasing of real estate, having the necessary economic and human resources.   
  
**III.-** That the Owner being interested in leasing the property identified in Schedule I, and the Agent in taking the necessary steps to attract possible candidates for the rent of the same, this assignment has been agreed, in accordance with the following: 

**TERMS AND CONDITIONS**

**First.- Object**

1.1.- By virtue of this contract, the Owner instructs the Agent, who accepts, to take all necessary steps to contact possible parties interested in renting the property described in Schedule I, on a non-exclusive basis and under the conditions set out in this contract.  
  
1.2.- The Owner authorises the Agent to market the rent of the property at the price of ..... Euros (... €) per month, for the period of ... (*duration of the rental agreement*)... ; as well as to provide the eventual lessee with information about the property for this purpose.

1.3.- The Agent may not sign contracts in the name and on behalf of the Owner or receive payments on account on his behalf, unless he receives an express mandate to that effect.

1.4.- The provision of the Agent's service ends with the presentation of the client to the Property and with the perfection of the rental contract, and the Agent does not assume any obligation or subsequent management.

**Second.- Non-exclusivity agreement**   
  
The assignment that is the object of this contract is granted on a non-exclusive basis, in such a way that the Owner may entrust other agents to take the necessary steps for the rental of the aforementioned property.

**Third.- Duration**   
  
This contract shall have a duration of ... months from today's date, and shall be extended for successive periods of the same duration unless either of the parties gives notice at least ... days prior to the end of the contract or any of its extensions.  
  
**Fourth.- Fees**

4.1.- As consideration, the Agent shall receive a fee of ..., plus V.A.T., when the tenant, or the natural or legal person linked to the latter, has been previously introduced by the Agent to the Owner.

4.2.- Full payment of the fees shall be made simultaneously with the signing of the rental contract.

4.3.- In the event that the client presented by the Agent to the Owner, finally acquires the ownership of the property which is the object of the present contract, fees of ..% of the price of the sale plus the corresponding VAT shall accrue in favour of the Agent, which shall be paid at the moment of the granting of the title deed and consummation of the same.

**Fifth - Obligations of the Owner**

5.1.- The Owner declares that all the information provided to the Agency is true.

5.2.- The Owner undertakes to inform the Agent of any change in the situation of the property, whether (i) regarding the terms and conditions of the rental agreement; (ii) in the actual sale or rental of the property through another agency; (iii) or in its withdrawal from the market for any other reason, in order to prevent the Agent from suffering damage by continuing to allocate resources to the marketing of the property.

5.3.- The Owner authorises the Agent to carry out the necessary marketing actions, place posters or advertise the property on real estate portals or websites.

**Sixth.- Summons**

For the purpose of summons and requirements related to the present contract, the parties designate the following addresses and e-mail addresses:

* The Owner
  + Address: …
  + E-mail: …
* The Agent:
  + Address: …
  + E-mail: …

The parties shall notify each other of any change in the details entered for the purpose of notifications.

**Seventh.- Data Protection**

The Owner grants his consent for his personal data to be included in a personal data file under the responsibility of the Agent for the purpose of managing the relations arising from this contract. He/she also gives consent for his/her data to be passed on to third parties for the sole purpose of offering you information and services of interest to him/her. The Owner may exercise his rights of access, cancellation and modification by writing to the offices of the Agent whose address is given in the heading of this contract.

And in witness whereof, the parties hereto have executed and signed this document in duplicate and for one and the same purpose, at the place and on the date indicated in the heading.   
  
Signed: Mr./Mrs.................. Signed:Mr./Mrs..................

[The Owner] [The Agent]