**BROKERAGE CONTRACT FOR THE SALE OF REAL ESTATE**

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

**BETWEEN**

On the one hand, Mr/Mrs..................., of full age, ...*(civil status*)..., ...*(occupation*)..., with ID/Passport No. ............, and domiciled at ................

And, of the other part, Mr/Mrs..................., of full age, ...*(civil status*)..., ...*(occupation*)..., with ID/Passport nº ............, and domiciled at ................

**THEY INTERVENE**

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

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

Both parties recognise 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 ownerof the following property:

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

Situation.- The Owner is in a position to transfer the property free of tenants and occupants, as well as up to date in the payment of taxes, services and supplies.

**II.-** That the Agent is dedicated to the intermediation and brokerage in the sale and purchase of real estate, having the necessary economic and human resources therefore.   
  
**III.-** The Owner being interested in conveying the property identified in Schedule I, and the Agent in taking the necessary steps to attract possible candidates for the purchase of the same, this order of sale has been agreed, in accordance with the following: 

**TERMS AND CONDITIONS**

**First.- Object**

1.1.- By virtue hereof, the Owner instructs the Agent, who accepts, to take all necessary steps to contact possible parties interested in acquiring the property described in Item I above, under the terms and conditions set out in this contract.  
  
1.2.- The Owner authorises the Agent to market the property at the price of ..... Euros (... €), free of encumbrances, tenants and occupants; and to provide the prospective buyer 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/her behalf, unless he/she receives an express mandate to that effect.

**Second.- Non-exclusivity agreement**

The assignment covered by this contract is granted on a non-exclusive basis, in such a way that the Owner may entrust other agents to carry out the necessary steps for the sale 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 ... % applied to the sale price of the property, plus V.A.T., when the buyer, or the natural or legal person linked to the latter, has been previously introduced by the Agent to the Owner.  
  
4.2.- The accrual of fees shall take place in the following manner:

* 50%, plus VAT, upon signature of the private contract.
* the remaining 50%, plus VAT, upon execution of the public deed of sale. For this purpose, the Owner shall ask the purchaser for a breakdown of the price with a cheque in favour of the Agency for the amount of his/her fees.

4.3.- In the event that a private contract of sale or pre-contract has not been entered, the full payment of the fees shall be made simultaneously with the execution of the public deed of sale, or of the contract that entails the consummation of the latter with the corresponding transfer of ownership, even if the sale is formalised after the expiry of this contract.

**Fifth.- Obligations of the Owner**

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

5.2.- The Owner undertakes to inform the Agent of any modification in the price or conditions of sale; as well as of the sale of the property through another agency, in order to avoid the Agent suffering a loss 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 notifications 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 summons and services.

**Seventh.- Data Protection**

The Owner grants his/her consent for his/her 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 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/her 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, both parties have signed the present contract in duplicate and for one and the same purpose, at the place and on the date indicated at the beginning.   
  
Signed by: Mr. /Mrs. .................

[The Owner]

Signed by:Mr. /Mrs. .................

[The Agent]