

AGENT AGREEMENT

FOR REAL ESTATE SALES

Signed this Day, _____ in
city/town _____
Between:

“ELITSTROY” OOD , office at: Bourgas city, 3, Khan Asparuh Street,
represented by its Manager STOYAN STOYANOV KOSTOV;
hereinafter referred to as the PRINCIPAL, as one of the parties and

_____,
office at
Tel No. _____; e-mail:
represented by _____; hereinafter
referred to as the AGENT, as the second party

WHEREAS:

SUBJECT OF THE AGREEMENT

Article 1 The PRINCIPAL assigns and the AGENT accepts to perform the required agent services in relation to the sales of apartments located in Nessebar – complex VIANA , Bulgaria, at prices and under terms as specified in compliance with architectural plans and the price list , submitted by the Principal.

RELATIONS BETWEEN THE PARTIES

Article 2 The PRINCIPAL shall supply the Agent with the requested information, terms of sale, conditions of sale for the property, etc. which the agent may require, and the PRINCIPAL shall inform the AGENT in due course of the occurrence of any changes in such properties.

Article 3 The AGENT shall be compensated based on each actual agent transaction. “Actual transaction” shall be any transaction concluded through the commission of the AGENT as per Article 1 cla.1 of this Agreement. The parties agree that such compensation shall be at the rate of EUR (.....) per square meter of the total residential area (including the public areas) of the properties sold.

Article 4 The said compensation, as stated in Article 3, shall be payable in installments, proportional to the installments made by the Buyer (provided with the help of the AGENT). Each and any installment shall be due within 5(five) days from the payment date of each successive installment for the transaction concluded as stipulated in Article 1 clause 1 of this Agreement, payable by a Buyer who had been provided by the AGENT. The agent give a invoice for the commission.

Article 5 The AGENT shall act in a bona fide manner and shall provide support for negotiations for the purposes of preliminary agreement for the sales between the PRINCIPAL and the Buyer of real property.

Article 6 The AGENT shall organize at its costs the advertising of the said property being the subject of agreement; it shall further organize visits with potential clients, and it shall advise the PRINCIPAL of the progress of the property sales.

Article 7 The AGENT shall not be entitled without the explicit authorization granted by the PRINCIPAL on the following actions:

Execution of an agreement for and on behalf of the PRINCIPAL;

Any legal or physical actions exceeding the frame of normal agent procedures.

TERMS

Article 8 This agreement shall be valid for a period of ... months from the date first written hereinabove and it shall be extended, subject however that as of the date of its expiry there should be procedures in progress in relation to a purchase and sales agreement, the duration of such extension shall be the period required for completion of negotiations or acts.

Article 9 Each party may terminate this agreement via a 30-day prior notice to the other party.

SPECIAL CLAUSES

Article 10 Any amendments to the terms of this agreement shall be made in a written form with the approval of both parties.

Article 11 Any and all disputes arising between the parties shall be settled amicably by way of negotiations.

Article 12 Should however certain terms of this agreement prove not to be applicable or in contradiction with the law, such terms shall be replaced by the valid regulations.

Article 13 The wording of this agreement and the corresponding information exchanged between the parties shall be treated as confidential and such information shall not be disclosed to any third parties.

This Agreement was made in two originals, one for each party.

FOR THE PRINCIPAL:

FOR THE AGENT:
