

As of today, the interested party agrees to the following agreements with the company **homefinding.at – Mag Janauer & Göllner GmbH**

1.

AGENCY AGREEMENT

Based on this agreement, the real estate agent works for and supports the interested party with looking for a property.

For the brokerage services of our company with reference to a specific inquiry and also for further inquiries in the future the following agreement is done:

- This brokerage contract is concluded for an indefinite period and can be terminated by either party without notice and without giving a reason.
- The termination has no effect on those legal transactions for which the broker was already working for the interested party at the time of termination, provided that the mediated legal transaction (even after termination has taken place) comes about.
- The real estate agent may, by virtue of existing business practice, act as a dual agent and will act as such.
- Our company is authorized to present objects until further notice.

2.

COMMISSION AGREEMENT

In the event that the interested party buys or rents a property as a result of the real estate agent's contractual, meritorious activity, he undertakes to pay the real estate agent a brokerage commission in the amount specified below. The obligation to pay a commission arises in the event of success and becomes due with the legal effectiveness of the mediated transaction.

The agent is also entitled to the commission if he/she has done meritorious work in a way other than by making a name (e.g. through mediation).

In the event that the interested party concludes an equivalent legal transaction (e.g. purchase instead of rent), he undertakes to pay the real estate agent a brokerage commission, which is calculated according to the respective maximum commission amounts of the Real Estate Agents Ordinance.

When arranging fixed-term tenancies, in the event of the tenancy being extended or converted into an indefinite tenancy, an additional commission (supplementary commission) in accordance with the extension in the amount of 1/2 BMM plus VAT for residential properties and for office-commercial properties supplement to the maximum amount agreed taking into account the entire duration of the contract. An additional commission according to the respective maximum commission amounts is also agreed in the event that after the conclusion of a legal transaction (e.g. rental first) another legal transaction (e.g. then purchase) is concluded for the same object.

finder's commission

Unless otherwise stated in the advertisement, the following applies:

Rental properties for residential purposes: 2 BMM + 20% VAT

Rental properties for office/business purposes: 3 BMM + 20% VAT

Purchase objects: 3% of the purchase price + 20% VAT

In the case of commission-free objects, no broker's commission is due.

3.

SPECIAL COMMISSION AGREEMENT

Payment of the commission rate agreed above is also agreed in the event:

- that the transaction described in the brokerage contract does not come about in bad faith (a legal act required for the conclusion of the legal transaction is surprisingly omitted without a noteworthy reason),
- that the client (interested party) passes on the business opportunity named by the real estate agent to another person with whom the transaction is concluded

4.

CANCELLATION POLICY and RIGHTS OF WITHDRAWAL

(Valid for distance and off-premises contracts)

The interested party is informed that a consumer has the right to withdraw from this agreement within 14 days if the brokerage contract is concluded outside the broker's business premises or exclusively via distance selling in accordance with § 11 FAGG. The withdrawal period begins on the day the contract is concluded. The declaration of cancellation can be submitted using the cancellation form provided, but is not bound by any form.

If the broker is to take action before the end of this fourteen-day cancellation period (e.g. transmission of detailed information, arranging an appointment for a viewing), an express request must be made by the interested party, who will lose his right of cancellation if the contract is completely fulfilled within this period

As a full service provision by the real estate agent, it is sufficient to name the business opportunity due to a different business use, especially if the interested party does not want or enable any further activities of the agent. In this case, the brokerage contract can no longer be revoked and is the basis of a commission claim if a legal transaction is subsequently concluded via a business opportunity named by the real estate agent.

In the case of a withdrawal according to § 11 FAGG, the consumer undertakes not to make use of the information obtained.