

JSK IMMOBILIER

559 Chemin des Mourgues, 83440, Callian, FRANCE

MANDATE PROPERTY HUNTING - N° -----

MANDATE PROPERTY HUNTING BETWEEN THE UNDERSIGNED

THE AGENCY

JSK IMMOBILIER, Société par Actions simplifiée with capital of €10,000.00, whose registered office is located at 559 Chemin Des Mourgues, CALLIAN (83440), France, registered under SIREN number 983851163 RCS Draguignan, whose representative is Mr. Jade ZOGHAIB

Contact telephone number: +33 6 58 11 80 02

Contact email address: ak@jskre.com

Holder of professional license number CPI 8302 2024 000 000 004, issued on 03/07/2024 by the Var Chamber of Commerce and Industry

The agency holds a financial guarantee provided by GALIAN-SMABTP, in the amount of €120,000.00.

The agency's special account is held at BNP PARIBAS bank, located at Quartier des Chaumettes, 83 440 Montauroux.

The Agency holds a Professional Liability Insurance policy taken out with MMA IARD, located at 14 Boulevard Marie et Alexandre Oyon, Le Mans, France (72100), under number 120 137 405.

Hereinafter referred to as the "Agent" or "the Agency" in the remainder of this document.

THE CLIENT

- SURNAME:-----
- FIRST NAME:-----
- DATE OF BIRTH:-----
- PLACE OF BIRTH:-----
- ADDRESS:-----
- TEL:-----
- EMAIL:-----

Hereinafter referred to as “the Principal” or “the Client” in the remainder of this agreement.

The following has been agreed:

ARTICLE 1: DESCRIPTION OF THE PURCHASE

The principal grants the Agent a *Simple or Exclusive*-----mandate to search for a property that matches the following description:

- Type of property: apartment/house/other-----
- City:-----
- Area/district:-----
- Surface area:-----
- Number of rooms:-----
- Method of financing:-----
- Other details of search criteria: Floor, Type of building, access (elevator/stairs)

ARTICLE 2: PURCHASE PRICE

The purchase price shall not exceed (*in words*-----
-----) euros (*in nbs* -----) €.

ARTICLE 3: AGENCY REMUNERATION

The agency's remuneration constitutes compensation for its search mission as defined in Article 1.

If the transaction is completed with a seller introduced by the agent, or a substitute agent or agent referred to the agent, the agent shall be entitled to remuneration set at 2.5% of the sale price including tax, with a minimum of 7,500 euros.

The fees are payable only if the search is successful, on the day the authentic deed of sale is signed by the notary.

In the event of preemption, the preemptor shall be liable for the remuneration.

ARTICLE 4: TERM OF THE MANDATE

I- IF Simple (Non-Exclusive) Mandate

This mandate is granted and accepted for a period of (Term of the mandate) months, tacitly renewable thereafter for periods of (Term of the mandate once renewed) months. The renewal period is limited to (Maximum renewal period) years, at the end of which this mandate will automatically terminate.

The parties may terminate the contract at the end of each period of (Indicate period allowing termination) months by notifying the other party by registered letter with acknowledgment of receipt, (Indicate notice period) months before the anniversary date of the signing of this mandate.

I- IF Exclusive Mandate

This exclusive mandate is granted as of today for an irrevocable term of three months. At the end of this period, it will be tacitly extended for a maximum period of (-----), at which point it will automatically expire.

Furthermore, in accordance with the Article 78 of Decree No. 72-678 of July 20, 1972, after this three-month period, this mandate may be terminated at any time by either party, provided that the party wishing to terminate it gives the other party at least 15 days' notice by registered letter with acknowledgment of receipt.

If the mandate is exclusive, the client shall refrain from searching directly or through another agent for properties corresponding to the description set out in this mandate.

The client undertakes to inform the Agent and send the Agent all proposals addressed to the client personally.

For a period of one year after the expiry of the mandate, the client shall refrain from purchasing the property from a seller who has been introduced to them by the Agent.

Failing this, the client undertakes to pay, as a penalty clause, a compensation of 4% of the purchase price.

ARTICLE 5: AGENCY OBLIGATIONS

The agency undertakes to assist the client throughout all stages of their search:

- Search for properties that meet the criteria defined by the Client.
- Provide the Client with accurate and up-to-date information on the selected properties.
- Accompany the Client on property viewings.
- Draft the offer.
- Monitor the offer file until the date of signing of the authentic deed.

ARTICLE 6: CUSTOMER OBLIGATIONS

The Customer undertakes to provide the Agency with accurate and complete information about their criteria and requirements and to inform the Agency of any changes to their criteria or requirements.

The customer declares, under his own responsibility:

- That he has the legal capacity to acquire real estate
- That he is not subject to any personal protection measures or any collective receivership or liquidation proceedings or any prohibition on acquiring real estate for residential use

ARTICLE 7: CONFIDENTIALITY

The agency and the Client undertake to respect the confidentiality of the information exchanged within the framework of this mandate.

ARTICLE 8: ELECTRONIC SIGNATURE

In accordance with Article 1367 of the Civil Code and European Regulation eIDAS No. 910/2014, the electronic signature constitutes a binding contractual commitment on the part of both parties. The Principal declares that they have read the entire mandate, understood its terms, and undertake to comply with them.

APPENDIX 1 – RIGHT OF WITHDRAWAL

The Principal has the right to withdraw from this contract, without giving any reason, within 14 days.

This period expires 14 days after the date of conclusion of the contract. If this expiry date falls on a Saturday, Sunday, or public holiday, the period will be extended to the next Monday or the day after the public holiday.

In the event of withdrawal, the contract is automatically terminated and has retroactive effect in accordance with the legal provisions.

Signed at----- On the date -----

Agency

- Signature : _____

Client :

- Signature : _____