

Brokerage agreement

Expat Rental Scout

Definitions

In these terms the following definitions apply:

1. **Real estate broker:** the VOF "Momo Makelaardij" with tradename Expat Rental Scout who, on a "no cure, no pay" basis, on behalf of (potential) tenants, mediates in rental agreements between tenants and lessors of homes.
2. **Client:** the (potential) tenant who, by application as home seeker on the website of Expat Rental Scout, agrees on the "General terms for Home Seekers" and the "General Terms Expat Rental Scout".
3. **Mediation:** the obligation of a real estate broker aimed at, for payment of a mediation fee, bringing together a lessor and a potential tenant which may result in a rental agreement between the lessor and the tenant. This also includes the escort of the real estate broker on the sighting of the living space in accordance with article 7:425 Civil Code.
4. **Mediation fee:** the fee the client owes to the real estate broker for completing a mediation successfully.
5. **Mediation agreement:** the agreement between a client and a real estate broker.
6. **Written:** "written" in these general terms means: per e-mail, fax or any other means of communication which, considering the state of the art, can be regarded as such.
7. **Documents:** the by the real estate broker or client produced written advises, papers, taxation reports and so on will be regarded as "documents". "Documents" are written pieces and pieces recorded on hard drives, flash drives or any other kind of data carrier. Unless explicitly differently agreed upon in writing by all parties involved.

Article 1: Assignment of mediation

If the client assigns the real estate broker to enter the process of mediation, the real estate broker,

In the act of mediator, will exert to work out a rental agreement between the client and a third party. The client assigns to mediation by according the agreement and the General Terms.

Article 2: Activities of the real estate broker

1. The activities of the real estate broker can comprise, as far as agreed upon by client and other parties, the following parts:
 - a) Sort out the wishes of the client on habitation
 - b) Search for and selection of suitable homes for the client, based on his wishes on habitation
 - c) The sighting by the client and providing with information about one or more homes that are for rent, as well as the organisation of these sightings.
 - d) Briefing about, among other things, the possibilities of finding a home, the local real estate market, permits, rent allowance, rent protection, rents, municipal registration.
 - e) Evaluating the sightings with the client.
 - f) Compiling a dossier about the client and recite him as potential tenant to potential lessors and exert that he will appoint the home to the client. On behalf of the client negotiate with potential lessors about the contents of the rental agreement.
 - g) Compiling a written rental agreement and take care of signing of the agreement by all parties.
 - h) Giving information and explaining the rental agreement.
 - i) Seeing to it that the first rent will be paid timely to the lessor.
 - j) Organising the legal transfer to the client.
 - k) Compiling a decent inspection report (which may include photos) (including meter reading, checking keys and inventory, checking impairments)
 - l) If necessary addressing the lessor on his duties at the start of the agreement.
 - m) Supporting with: maintenance contracts, removals, transport / purchase of inventory, find a crew for painting, papering and carpeting for a surcharge unless agreed otherwise.
 - n) Lending a hand with obtaining telephone and internet connections and connection to public services for a surcharge unless otherwise agreed.
 - o) Acting as an oracle for the client during the course of the agreement.
2. The real estate broker will, with regard to the activities mentioned in article 4 sub 1, only attend the interests of the client. Not those of the lessor.
3. The client is aware that the real estate broker obtains homes which are being offered from various media, personal contacts and third parties. The client is aware that the real estate broker is allowed, or will be allowed by several potential lessors to present the homes through various media, like the website of the real estate broker and/or third parties like Pararius and that the real estate broker does not charge the potential lessors for these services. The client agrees to that, also if it concerns the lessor with whom the client, through mediation of the real estate broker, agrees on the rental of the home involved.

4. Both client and real estate broker do not intend that the real estate broker is or will be authorised by the client to take legal actions in his name or that the real estate broker, by power of attorney, will take legal action on account of the client, unless otherwise agreed.
5. The client will, by own initiative, provide the real estate broker with all information, data and documents necessary for the execution of the assignment and the client assures that all is correct. These information and data comprise, among other data: valid ID, residence permit, recent pay check, recent bank account statements (with salary deposits) and employer statements.
6. Once the client has selected a certain home, the parties involved will record this in a written rental agreement , to be signed by the client. This agreement also contains the specifications of the home. The real estate broker may also edit a declaration of intention for the client as to get insurance on his already provided services.

Article 3: Terms

1. Given terms in which the real estate broker is obliged to complete his activities or services should have been provided, can never be regarded as final terms unless the parties involved decide otherwise, explicitly and in writing. Should the real estate broker fail to meet his obligations , he should be informed so in writing.
2. The real estate broker is permitted, with regard to the fulfilment of the financial obligations of the client, to charge the client with a deposit payment before starting or continuing his activities.

Article 4: Obligations of the client

1. The client will provide the real estate broker with all necessary data in time and in a format that suits the real estate broker.
2. The client will, in all aspects, cooperate to execute this mediation agreement properly. The client will do nothing and leave nothing which might endanger the execution of this agreement.
3. If the client and/or his relations intend to live in a home, of which the client obtained the details from the real estate broker, the client owes the fee to the real estate broker, regardless of the fact whether the agreement was the result of mediation by the real estate broker or not.

4. Should, by any cause, the client decide not to live in a home for which a rental agreement is made through the mediation of the real estate broker, or if the rental agreement is terminated, destroyed or dissolved, the client is still obliged to pay the agreed upon fee and he has no right to a whole or partial restitution.
5. If the client is eligible for a home for which a permit is mandatory, obtaining that is the responsibility of the client and the client is obliged to pay the agreed upon fee, regardless whether the permit will be granted or not.
6. Should the client, after agreement on the rental of a home, for reasons that can not be linked to the real estate broker, decide to terminate the rent, the client is obliged to pay a fee to the real estate broker equal to the fee that would apply had an agreement emerged with the lessor. The client is also obliged to compensate the damage caused to the lessor.
7. Should the obligations mentioned in this article not be fulfilled, the real estate broker will be entitled to postpone the agreement until the moment the client has fulfilled his obligations. The cost of the delay and the cost of extra activities or other results will be charged to the client.

Article 5: Mediation fee (brokerage)

1. The fee (brokerage) for the service of the real estate broker is on a “no cure no pay”-basis.
2. Should the service of the real estate broker lead to a rental agreement between the client and the lessor, the client will owe a fee, the brokerage, to the real estate broker.
3. This brokerage amounts to, unless otherwise agreed upon, one month’s rent in euro’s, excluding VAT (so including service fee) in accordance with the rental offer of the lessor, to be increased with 21% VAT. The client is, through acceptance and the signing of the agreement, obliged to compensate the brokerage to the real estate broker.
4. Should the brokerage for the home differ from the standard brokerage, then the real estate broker will be informed about this. The obligation to pay will be complete as soon as the rental agreement has been signed. In case after the settlement of a deposit payment, no rental agreement emerges for the home, the real estate broker will refund the deposit payment to the client.

5. The brokerage is considered to be a fair reward for the activities the real estate broker carries out to execute this agreement. Parties involved take into consideration that, despite the activities executed with regard to this agreement, the client does not owe brokerage as long as there is no rental agreement and that the brokerage is a regular tariff that is independent from the work load of the real estate broker but a tariff that is related to the target (no cure no pay).
6. The client agrees to pay the rent for the first month, the bail, possible extra costs and the brokerage to the real estate broker. The home will be delivered after settlement of the above and after signing the mediation agreement and before the start of the rental agreement, unless agreed otherwise.
7. Unless otherwise agreed, the client is obliged to settle all he owes to the real estate broker within 14 days after the date of invoice. This is the final term. On delayed payment:
 - a. The client will owe to the real estate broker an interest rate of 1% of the gross debt. Parts of months will be considered as full months.
 - b. The client will, after being properly noticed by the real estate broker, be obliged to settle an amount of 15% of the gross debt and the interest rate of at least € 50,-.
8. All that the client owes to the real estate broker will be settled in time without appealing for cuts, postponements, recuperation or termination.
9. By the choice of the real estate broker, in the event of the above or similar circumstances, and without prior notice or judgemental intervention, the agreement can be dissolved as a whole or partially, with or without a damage claim.
10. If the client has not met his payment obligations, the real estate broker is entitled to postpone his obligations to deliver or to execute his activities until the payment has been settled or guaranteed sufficiently. The same applies before failure to pay if the real estate broker has fair reasons to question the viability of the client.
11. The payments settled by the client cover the amounts for interest and charges and then the amounts of the invoices which have been outstanding the longest, unless the client explicitly states in writing that the settlement covers a latter invoice.

Article 6: Terms and Conditions

On this agreement the General Terms for Homeseekers apply. The client declares to acknowledge these General Terms and he declares to have received a copy on signing the agreement.

Article 7: Declaration of intention

The real estate broker is allowed to have the client sign a declaration of intention. In this declaration of intention the client declares that he intends to hire upon which the real estate broker will deploy activities to emerge a rental agreement. Should the client withdraw for any reason, the client will owe to the real estate broker € 350.- for services and activities already provided.

Article 8: Duration, notice and termination of the mediation agreement

1. Every mediation agreement has an unspecified duration, unless otherwise agreed in writing.
2. Unless otherwise agreed and unabated the other conditions in these General Terms, the mediation agreement will terminate, among other things, in case of:
 - a. Fulfilment of the agreement by the real estate broker,
 - b. Notice by the client
 - c. Notice by the real estate broker
3. The agreement has been fulfilled as soon as the objected result has been achieved.
4. Both client and real estate broker are allowed to terminate this agreement at any moment.
5. Parties involved cannot invoke a damage claim after termination, unless termination is a result of failure to fulfill one or more obligations by the other party.
6. In case the client indicates he doesn't need the services of the real estate broker anymore and within two months he hires a home offered by the real estate broker, the client will owe brokerage to the real estate broker.

Article 9: Liability

1. If the real estate broker mediates in the emerging of a rental agreement between a tenant and a lessor, the real estate broker will never be a party in the rental agreement and will not be held accountable for the contents and the execution of the rental agreement. The real estate broker is in no fashion liable for the damage suffered by the client following the situation that the rent and/or the service fee and/or the additional charges are not in accordance with applicable legislation.
2. The real estate broker will perform his duty as may be expected from a company in this field of business, but does not accept any liability for damage, collateral damage, business interruption or profit loss, caused by action or omission by the real estate broker, his personnel or third parties employed by him.

3. The real estate broker is not liable for damage the client suffers from actions or omissions by the other party in the, through mediation of the real estate broker, emerged rental agreement.
4. The liability limitations in this article do not apply in case the damage results from recklessness or malice by the real estate broker.
5. Unabated the terms in this article the liability will always be limited to the amount the insurance broker of the real estate broker will normally grant in case the real estate broker has insurance.
6. In case the real estate broker has no insurance as mentioned above, the liability of the real estate broker will always be limited to half times the amount the real estate broker charges to the client for his activities and/or services for brokerage.
7. The real estate broker is not liable for the consequence of possible damage and/or flaws to the home present at the time of acceptance of and/or departure from the home. The client himself is responsible for checking the home on damage and/or flaws and to address the lessor if necessary.
8. If the client consists of two or more legal entities, each entity is individually liable for the fulfilment of all obligations to the real estate broker.

Article 10: Confidentiality

1. The real estate broker will treat all the information handed to him for this assignment with confidentiality, as far as is reasonably possible.
2. The client is not allowed to hand information, received from the real estate broker for this assignment, to third parties under penalty of compensating all damage hereby caused to the real estate broker.