



TRANSPARENCY IS LIFE

PROPERTY SELL DIRECT

We give you discount options on commission!

www.propertyseelldirect.co.za - info@propertyseelldirect.co.za

29 Riebeeck Street
Worcester
6850

Tel: 023 342 2214
Fax: 086 542 3258

MARKETING AGREEMENT

Entered into by and between:

PSD Direct (Pty) Ltd, trading as PROPERTY SELL DIRECT (Registration no. 2007/024072/07)

**Address: 29A RIEBEECK STREET
WORCESTER
6850**

**E-mail: info@propertyseelldirect.co.za
Telefax: 086 542 3258
Cell Phone no. 082 339 7567**

(hereinafter referred to as the **Marketing Agent**)

and

The Owner(s):

1

2

Full Name : _____

Full Name : _____

Surname: _____

Surname: _____

ID: _____

ID: _____

Address: _____

Address: _____

Contact Number(s)

Contact Number(s)

Cell: _____

Cell: _____

Landline: _____

Landline: _____

E-mail: _____

E-mail: _____

(Hereinafter referred to as the **Seller**)
in respect of the business and/or property namely:

Initials:

Erf number: _____

Address: _____

(hereinafter referred to as *the property*)

Whereas it is the intention of the Seller to sell the abovementioned property; and whereas the Marketing Agent is prepared to assist the Seller with the advertising, marketing and sales of the property; and whereas it is the Seller's intention to use the assistance of the Marketing Agent in relation to the marketing and selling of the property; now therefore the parties hereto agree as follows:

1. MARKETING

1.1 The Marketing Agent shall assist the Seller with the advertising and placing of photos and proper information on the internet and in the media to enable the Seller to sell the above mentioned property. The Marketing Agent will also facilitate resolutions with potential buyers and draw up a Deed of sale.

2. REMUNERATION:

2.1 Standard professional fee (commission)

2.1.1 Properties with a selling price of R700 000 or more

The standard professional fee (commission) which is payable to **Property Sell Direct** on transfer of the property is 5,5% of the purchase price. The professional fee is payable to **Property Sell Direct** when the property is sold to any potential buyer who was introduced to the property by **Property Sell Direct**.

The standard professional fee of 5,5% of the sales price will automatically apply in the following circumstances:

- a) If the selling price is more than R700 000
- b) If no discount option has been selected
- c) If the discount option has expired for reasons indicated at each option
- d) If the seller fails to submit a completed and signed Marketing Agreement.

2.1.2 Sliding Scale on properties less than R700 000

The sliding scale underneath determines the commission percentage for properties with a selling price of less than R700 000.

Selling Price	R650 000 - R699 999	R600 000 - R649 999	R550 000 - R599 999	R500 000 - R549 999	R450 000 - R499 999	Below R450 000
Commission Percentage	5.6%	5.7%	5.8%	5.9%	6%	A Minimum commission amount of R25 000 is payable

Initials:

2.2 DISCOUNT-OPTIONS ON PROFESSIONAL FEE

Property Sell Direct offers the Seller unique discount-options which enables the seller to save thousands of rands on commission. The seller can determine the commission amount himself by choosing one or more discount options.

The following is a layout of the unique discount-options.

2.2.1 **Discount option 1: "Self show" option with 10% discount on professional fee**

This option gives the Seller the opportunity to show the property to potential buyers him-/herself and **save 10% on the professional fee!**

The following conditions apply to Option 1:

- 2.2.1.1 **Property Sell Direct** renders the full estate agency service to the Seller with the exception that the property owner or his representative shows the property to potential buyers himself. In exchange the owner gets 10% discount on the standard professional fee as indicated at 2.1 above.
- 2.2.1.2 If **Property Sell Direct** is compelled by circumstances to show the property to a potential buyer and that buyer buys the property, the "Self Show Discount" will not be applicable and the standard fee as indicated in par. 2.1 will be payable by the seller to **Property Sell Direct**, taking into account any discount for which the seller may qualify.
- 2.2.1.3 This option can only come into effect if the Seller submits a fully signed Marketing Agreement to **Property Sell Direct**. (The Seller must complete the Marketing Agreement in full, initial all pages and sign in full on page 6.) If the Seller fails to submit the completed Marketing Agreement, the "Self Show Discount" of 10% is not applicable and the standard professional fee (see par 2.1 above) will apply, taking into account any other discount for which the seller may qualify.
- 2.2.1.4 This option can be taken with option 2 or 3 below to qualify for additional discount.

2.2.2 **Discount option 2: Sole Mandate Discount of 15%**

This option offers the Seller the opportunity to **save a further 15%** by giving **Property Sell Direct** a Sole Mandate for the marketing and sale of the property.

The following conditions apply to Option 2:

- 2.2.2.1 This option can only come into effect if the Seller submits a fully signed Marketing Agreement, as well as a completed Sole Mandate form (Addendum A) to **Property Sell Direct**. (The Seller must complete the Marketing Agreement in full, initial all pages and sign in full on page 5. The Sole Mandate form must also be completed in full.)

Initials:

If the Seller fails to submit the signed documentation, the “Sole Mandate Discount” of 15% is not applicable and the standard professional fee (see par 2.1 and 2.2 above) will apply, taking into account any discount for which the seller may qualify.

2.2.2.2 This option is only valid if the property is sold within the validity period of the Sole Mandate.

2.2.2.3 This option can be taken with option 1 above to be eligible to more discount.

2.2.3 Discount option 3: “No Private Sale” Discount of 5%

Property Sell Direct wants to serve the interests of the seller without being in competition with him regarding the marketing of his property. Therefore this option offers the Seller the opportunity to save a further 5% if he agrees not to sell his property privately.

The following conditions apply to Option 3:

2.2.3.1 This option can only come into effect if the Seller submits a fully signed Marketing Agreement, to **Property Sell Direct**. If the Seller fails to submit the signed documentation, the “No Private Sale Discount” of 5% is not applicable and the standard professional fee (see par 2.1 above) will apply, taking into account any other discount for which the seller may qualify.

2.2.3.2 If this discount-option is selected together with the “sole mandate option” (option 2 above), the “self show discount” of 5% can only come into effect after the sole mandate period expired, since the sole mandate already excludes the private sale of the property.

2.2.3.3 This option can be taken with option 1 above to be eligible to more discount.

2.3 Option(s) selected by Seller

The Seller chooses the following option(s)

- a) **Standard commission** (*Full service by Property Sell Direct*)..... *Initials:* _____
- b) **Self-show option** with 10% discount on professional fee *Initials:* _____
- c) **Sole mandate option** with 15% discount on professional fee *Initials:* _____
- d) **“No private sale” option** with 10% discount on professional fee *Initials:* _____

Initials:

3. GENERAL

- 3.1 If the Seller does not choose option 2 (Sole Mandate) and the property is **sold by another agent or agency** to which the Seller must pay a commission, then there would be **no professional fee** payable to the Marketing Agent for his services, unless the Marketing Agent introduced the buyer to the property.
(Delete if the Seller chose option 2 and initialised next to it.)
- 3.2 This agreement can be cancelled by any party at any stage by notification in writing to the other party, but the stipulation(s) regarding remuneration in this contract will still be binding with regard to potential buyers who have in any way been introduced to the property prior to cancellation of the agreement.
- 3.3 The Seller will not hold the Marketing Agent responsible for any disadvantage which may arise as a result of the Seller's contact with a potential buyer.

4. TRANSFER ATTORNEY

- 4.1 The Seller hereby appoints as attorney to do the transfer of the property, the undermentioned law practice, namely:

Name of Law Practice: _____
(An attorney chosen by the Seller or an attorney from Property Sell Direct's panel)

Contact person : _____

- 4.2 The Marketing Agent shall have the right to contact the attorney who is appointed to do the transfer of the property and to advise him of his appointment.
- 4.3 The Seller authorizes the attorney who will do the transfer of the property to furnish the Marketing Agent with any information or copies of documents as may be requested by him, without the necessity to obtain further consent from the Seller, as well as to pay the commission to the Marketing Agent as mentioned above.
- 4.4 The Seller requests and authorizes the attorney who does the transfer of the property, irrespective of who the attorney may be, to pay out of the proceeds of the sale of the property the abovementioned commission, which commission shall be payable by the attorneys to the Marketing Agent on behalf of the Seller.

Initials:

Thus signed by the **Seller** at _____ on this _____ day

of _____ 20__ in the presence of the undersigned witnesses.

1. _____
Seller

2. _____
Seller

Witness

Witness

Thus signed by the **Marketing Agent** at _____ on this _____ day of

_____ 20__ in the presence of the undersigned witnesses.

Marketing Agent

Witness

Witness



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ADDENUM A

SOLE MARKETING MANDATE AND EXCLUSIVE RIGHT TO SELL

I _____ the undersigned and lawful owner or authorised representative of the owner of the property or business located at:

_____ give permission that **Property Sell Direct** has the sole and exclusive right to sell the above-mentioned property and to negotiate a contract that will be acceptable to both buyer and seller.

1. This Sole Mandate is valid for _____ (_____) days from ____/____/20____ to the expiry date of ____/____/20____ unless both parties agree in writing to extend the date.
2. A professional fee as agreed upon and stipulated in the accompanying Marketing Agreement will be paid to **Property Sell Direct** as commission when the above mentioned property is sold:
 - 2.1. by **Property Sell Direct**, the owner of the property or any other person within the time of the sole mandate.
 - 2.2. after the expiry date to a buyer introduced by **Property Sell Direct** during the Sole Mandate period.
3. The marketing price of the property is: R _____ (_____) _____ or any written offer that would be acceptable for the buyer.

Signed at _____ on this _____ day of _____ 2011

Name of seller or authorised representative: _____

Signature: _____

Witness: _____

Name of **Property Sell Direct** Agent: _____

Signature: _____