

BROKER / CONTRACTOR
(COMPANY/ ADDRESS / TELEPHONE / E-MAIL / POINT OF CONTACT)

Search request for a rental property

(Commissionable broker agreement pursuant to the Principle of First Instruction)

Client

NAME(S) / COMPANY

ADDRESS(ES)

TELEPHONE

E-MAIL

OCCUPATION

DATE OF BIRTH

Search criteria

Municipality, District, Region: _____

Monthly gross rent: Euro _____ (exclusive of heating, electricity, hot water)

Surface area: _____ m² to _____ m² Rooms: _____, of which _____ bedrooms

Minimum rental period: _____ years indefinite Start date: _____

Type of property: Apartment Family house

Floor: Ground floor Floor Top floor

Other (optional)

Balcony / Terrace Garden Parking

Other features (e.g. elevator, possibility of house share, pets, accessibility, penthouse, period/ postwar building):

Search request

The client commissions the broker/agent to look for a rental apartment, to name a contractual partner or to work in another way (e.g. through mediation).

Duration of contract

This agreement can be terminated at any time without prior notice or reason for termination.

Commission agreement

The instructing client undertakes to pay a commission – dependent on the duration of the rental period - in case of successful completion of the contract:

_____ gross monthly rent(s) (for leases up to 3 years) or

_____ gross monthly rent(s) (for leases over 3 years or indefinite).

The basis for the commission calculation is the gross rent (BMM) pursuant to Article 24 of the ImmMV. This consists of the main rent or sublease, the share of the operating costs attributable to the rented property and the communal taxes to be paid by the property, the share attributable to the rented property for any special expenses and the fee for furniture and fittings or other rented items or services provided by the landlord beyond the provision of the rental property. The VAT is not to be included in the gross rent. Heating costs can only be included in the gross rent in non-rent controlled properties.



The first instructing client undertakes to pay a commission in the event of success (on conclusion of a rental agreement for a property brokered by the broker), if the broker was neither commissioned nor authorized to broker the relevant property before the conclusion of this search request, nor has it already been advertised with the consent of the landlord or advertised in a different way to a limited group of interested parties. If there is (even indirect) participation under company law between the broker, landlord or manager or any other possibility of exerting influence between them, the broker is not entitled to a commission.

If the interested party concludes an equivalent legal transaction (e.g. purchase instead of rent), they undertake to pay the real estate agent a brokerage commission, which is calculated according to the respective maximum commission amounts of the Broker Act 1996. In this case, the commission obligation arises regardless of the conditions of the first instructing client principle for the brokerage of residential leases.

- In the case of an extension of the limited rental contract or the conversion to an indefinite rental contract, a supplementary commission of _____ gross monthly rents will be agreed.
- A commission according to the respective maximum 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 property.

Duty to protect interests and dual brokerage

The broker must protect the interests of the client honestly and carefully. This also applies if he works for the third party at the same time. The client has to support the broker honestly in carrying out his brokerage activities and to refrain from passing on business opportunities that have been communicated to him (Article 3 Sections 1 and 2 of the Broker Act). The broker/agent can act as a dual agent by virtue of existing business practice and - unless otherwise agreed - subsequently also agree on a commission with the landlord.

The broker/agent may

- act as a dual agent
- only act on behalf of a prospective client and represent their interests if they were the first instructing client pursuant to the Principle of First Instruction.

Right to withdraw from distance and off-premises contracts and client information of such right

The prospective client is informed that pursuant to Sec. 11 FAGG, a consumer has the right to withdraw from an agency agreement within 14 days, if such agreement was concluded outside the real estate agent's premises (off-premises contract) or exclusively as a result of distance selling. The 14-day withdrawal period commences on the day the agreement is concluded. While the notice of withdrawal does not require any specific format, it may be made by means of the model form provided.

If the client wants the agent to take action (e.g. by providing detailed information, fixing an appointment for the viewing of a property) before the 14-day withdrawal period has expired, the client must explicitly instruct the agent. In such case the client loses their right to withdraw, provided the agreement has been "completely fulfilled" during that period.

Based on common business practice, "complete fulfillment" means the agent's identification of a business opportunity, in particular if the client does not desire or enable any further action by the agent. In such situation the agency agreement can no longer be cancelled and is the basis for the agent's entitlement to commission, provided the agent's identification of a business opportunity ultimately leads to the conclusion of a business transaction.

In the event of withdrawal pursuant to Sec. 11 FAGG, the client undertakes to refrain from using the information received.

- The prospective client wants the agent to act within the withdrawal period (e.g. by sending detailed information, agreeing on a viewing appointment). The prospective client understands that they will lose their right to withdraw from the agency agreement if the agent completely fulfills the contract (identifying a contract party). The obligation to pay the commission only arises after the brokered transaction (purchase or lease agreement) has materialized and is a result of the agent's efforts.
- The client does not want the agent to take early action.

The client receives a copy of the agency agreement on a durable medium a list of ancillary costs ÖVI Form 13 M and withdrawal rights including withdrawal form.

Place of Jurisdiction (only if no customer involved):

PLACE & DATE

If applicable: This agreement was concluded on the real estate agent's premises. The right of withdrawal pursuant to the FAGG does not apply in this case.

REAL ESTATE BROKER

CLIENT