



TRANSPARENCY IS LIFE

# FARM SELL DIRECT

We give you options! Pay only 3% professional fee (excl. VAT)  
www.propertyselldirect.co.za - info@propertyselldirect.co.za

29 Riebeeck Street  
Worcester  
6850

Tel: 023 342 2214  
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## MARKETING AGREEMENT

ENTERED INTO BY AND BETWEEN:

**BRIAN REED PROPERTIES CC** trading as **PROPERTY SELL DIRECT**  
(Registration no. 2001/007554/23)

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

**E-mail: [info@propertyselldirect.co.za](mailto:info@propertyselldirect.co.za)  
Telefax: 086 542 3258  
Cell Phone no. 082 339 7567**

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

and

**The Owner(s):**

1. Full Name : \_\_\_\_\_  
\_\_\_\_\_

Surname: \_\_\_\_\_

ID: \_\_\_\_\_

Address: \_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**Contact Number(s)**

Cell: \_\_\_\_\_

2. Full Name : \_\_\_\_\_  
\_\_\_\_\_

Surname: \_\_\_\_\_

ID: \_\_\_\_\_

Address: \_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**Contact Number(s)**

Cell: \_\_\_\_\_

(Hereinafter referred to as the **Seller**)

in respect of the business and/or property namely:

Initial: \_\_\_\_\_

**Property that is up for sale and/or Business Description:****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 media to enable the Seller to sell the above mentioned property.
- 1.2 The Marketing Agent shall refer by SMS or email to the Seller or appointed contact person any potential Buyer who has been introduced to the property in any way.
- 1.3 The Seller will ensure that no other agent make a viewing appointment for any buyer that the Marketing Agent has introduced to the property.
- 1.4 The Marketing Agent will make arrangements for viewing of the property by the potential Buyer upon his/her request.
- 1.5 The Seller agrees to keep an attendance register of all clients visiting the property whether through a show house visitation, private interest, formal appointment or another agency viewing. This is to protect the Seller from any commission disputes.
- 1.6 The Seller will inform the Marketing Agent when any Potential Buyer has viewed the property by sending a SMS or e-mail with the property address and the Potential Buyer's details.
- 1.7 The Marketing Agent will follow up on these Potential buyers for feedback and to facilitate any offer and negotiation processes.
- 1.8 The Marketing Agent shall not be liable for any damages or losses which the Seller may sustain as a result of his contact and/or relationship with the potential Buyer.
- 1.9 The Seller may exercise his/her option to request one free show house board (additional boards will be charged at R100 each) The Seller agrees to adhere to the local municipality bylaws in managing his/her own show house and putting up of show house signs

Initial:

## 2. REMUNERATION:

### 2.1 Option 1: The Seller shows his/her own property Professional Fee: 3% (Plus VAT)

When the **Seller** signs and returns this marketing agreement to **Property Sell Direct** and agrees to personally show the above mentioned property to any potential buyer, the Seller shall be liable towards the Marketing Agent, when the property has been sold, for the payment of professional fee calculated at **3% (3 per cent)** of the selling price of the property **plus Value Added Tax (VAT)** at the prescribed rate.

#### **2.1.1 Minimum Amount**

A minimum amount of R25 000 (Twenty Five thousand Rand) plus VAT is payable where the 3% plus VAT is less than the above mentioned amount.

#### **2.1.2 Submission of Marketing Agreement**

The professional fees agreed to above will be available to the Seller subject to him/her completing the marketing agreement with an initial on every page, a signature in full on page 5 and delivering the marketing agreement to the Marketing Agent.

### 2.2 Option 2: The Seller's contact person or tenant shows the Seller's property; Professional Fee: 3,5% (Plus VAT)

When the **Seller** signs and returns this marketing agreement to **Property Sell Direct** and agrees that the above mentioned property will be shown to any potential buyer by the tenant or the seller's representative, the Seller shall be liable towards the Marketing Agent, when the property has been sold, for the payment of a professional fee calculated at **3.5% (three point five percent)** of the selling price of the property **plus Value Added Tax (VAT)** at the prescribed rate.

#### **2.2.1 Minimum Amount**

A minimum amount of R30 000 (Thirty Thousand Rand) plus VAT is payable if the **3.5% plus VAT** is less than the above mentioned amount.

#### **2.2.2 Remuneration to Third Party or Tenant**

The Marketing Agent will pay the representative or the tenant who shows the property to a potential buyer 3.5% of the of the professional fee on condition that he/she did show the above mentioned property to the specific buyer, that turns into a successful transaction while the tenant occupies the property.

#### **2.2.3 Submission of Marketing Agreement**

The professional fees agreed to above will be available to the Seller subject to him/her completing the marketing agreement with an initial on every page, a signature in full on page 5 and delivering the marketing agreement to the Marketing Agent.

Initial:

2.3 **Option 3: Property Sell Direct shows the Seller's property;  
Professional Fee: 5.5% (Plus VAT)**

When the Seller chooses the option that *Property Sell Direct* offers the **full service and accompany the potential buyers with the viewing of the above mentioned property**, the Seller shall be liable towards the Marketing Agent, when the property has been sold to a buyer that has been introduced to the property by whatever means, for the payment of a professional fee calculated at **5.5% (five point five percent) plus Value Added Tax (VAT)** at the prescribed rate of the selling price of the property.

**2.3.1 Minimum amount**

A minimum amount of R35 000 (Thirty five thousand rand) plus VAT is payable where the 5.5% plus VAT is less than the above mentioned amount.

- 2.4 The Seller's obligation to pay a professional fee as mentioned above is thus not dependant thereof that the Marketing Agent must be the effective cause of the transaction or that the Purchaser must have reacted on an advertisement of the Marketing Agent in regard to the purchase of the property. **Therefore the Seller agrees that any so called "private sale" will be facilitated by the Marketing agent with regards to the negotiation process and/or contract.**

The Sellers preference is (Tick Preference): 2.1  2.2  2.3

- 2.5 The following potential buyers have been introduced to the property by the owner before date of signature and clause 2.4 will not apply to them:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*(Full Names, Surnames and ID numbers) (Cross out clause 2.5 if not applicable)*

- 2.6 If the property of the Seller 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..
- 2.7 This agreement can be cancelled by the Seller at any stage by notification in writing to the Marketing Agent, 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.

Initial:



Acceptance of appointment as attorney (Completed by Legal Practice)

**ACCEPTANCE OF APPOINTMENT AS ATTORNEY**

I, the undersigned, do hereby accept my appointment as attorney for the Seller as referred to in this agreement and subject to the terms and conditions contained in this agreement.

Name of Legal Practice: \_\_\_\_\_

Contact person : \_\_\_\_\_

Telephone number : \_\_\_\_\_

Telefax number : \_\_\_\_\_

E-mail address : \_\_\_\_\_

Postal Address : \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day

of \_\_\_\_\_ 20\_\_ in the presence of the undersigned witnesses.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Initials and Surname  
(On behalf of the Attorney firm)