## Real Estate Brokerage Agreement

Real Estate Broker (the "First Party") or its legal representative:	Number of Broker's license issued by Real Estate Regulatory Agency (RERA):
Name of Sales Agent (if any):	Sales Agent License Number:
Name of Customer or Company (the "Second Party"):	Personal ID or Commercial Registration Number:
Type of Property:	Address:
Agreed Commission or percentage:	

## <u>Preamble</u>

Whereas the Second Party owns the real estate unit mentioned above and wishes to market such unit for sale through the real estate brokerage services provided by the First Party who accepts to do the same; therefore, the Parties have agreed to conclude this Agreement. After both Parties hereto declared that they are legally competent to enter into this Agreement, they agreed as follows:

<u>Article (1):</u> The foregoing Preamble shall be part and parcel of this Agreement and an integral and complementary part hereof.

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Article (2): The Parties hereto agreed that this Agreement shall not be construed, throughout the term of this Agreement, as a restriction preventing the Second Party from dealing with any other real estate broker in respect of the aforementioned unit, as long as such other broker is not dealing with one of the First Party's customers. Failure to comply with this Article shall entitle the First Party to receive the full commission as well as the right to claim compensation.

Article (3): The Parties agreed that the term of this Agreement shall be ......, from the date of its signing. Such term may be renewed for subsequent period(s) by mutual agreement of the Parties, and the Contract shall be automatically terminated when the First Party accomplishes the task assigned thereto by the Second Party.

Article (4): The Second Party acknowledges and approves the commission to be paid to the First Party when the First Party finds a purchaser of the Real Estate Unit owned by the Second Party.

Article (5): The Parties agreed that the commission payable to the First Party shall stand at 2% of the total price of the Real Estate Unit stated herein, and such commission shall be due when the contract of sale is notarized with the Notary of the Ministry of Justice or after the contract of sale is concluded, or the payment of the first installment of the unit price in the case of an off-plan sale. The parties to the contract of the sale shall pay the commission equally (unless otherwise agreed). The Second Party shall not have clearance of the payment of such commission unless it receives a discharge signed by the First Party stating that it has received its commission in full. The Parties also agree that the commission due to the First Party shall not be dependent on the payment method to be agreed between the Second Party and the First Party's customer.

<u>Article (6):</u> The First Party may not recover the expenses it incurred with respect to the real estate brokerage services, unless agreed in writing.

Article (7): The Parties agreed that in the event that the Second Party fails to pay the First Party's commission as soon as it becomes due, forcing the First Party to resort to the court; the Second Party shall be bound to pay double the value of the commission as contractual compensation.

Article (8): The First Party, and its Sales Agent, may not receive any money directly from the purchaser, unless otherwise agreed in writing between all parties to the contract of sale.

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Article (9): The First Party and its Sales Agent shall inform the Second Party of all details of the

negotiations and brokerage stages as well as any other information deemed to be necessary and

essential for making the appropriate decision regarding the conclusion of the contract of sale.

Article (10): The First Party, and its Sales Agent, shall not disclose the Second Party's confidential

information related to the stated contract of sale, unless it obtains a written consent from the

Second Party to do the same.

Article (11): Any dispute or claim arising out of, or relating to, this Agreement or the violation of

provisions, termination or nullification thereof shall be considered by the courts of the Kingdom of

Bahrain.

Article (12): Law No. 27 of 2017, resolutions by the Board of Directors of Real Estate Regulatory

Authority (RERA), and the RERA Code of Conduct shall be deemed to be an integral part of this

Agreement and shall be referred to in matters not provided for herein.

Article (13): This Agreement has been executed in two copies; and each party has received one

copy to act accordingly as required.

First Party Signature Second Party Signature

Date Date