



**AGENTS AGREEMENT**

1) Ktimatoemporiki Crete, (real estate agent company) Daskalogianni 65, 73132 Chania, Crete Greece legally represented by: Giannis Kriaras, Managing Partner, who reads and speaks the English language fluently -hereafter called **KC**-

2) ....., (real estate agent company) ....., ....., ....., legally represented by: ....., who reads and speaks the English language fluently -hereafter called **Agent**-

**agree that:**

1. The Agent will be authorized to market the properties of KC by introducing prospective buyers in consideration of a commission of 50 % of the buyer’s agent’s fee, payable through the buyer.
2. Commission is payable within 30 days after the final purchasing notarial contracts are signed and the purchase price is paid and received by KC and an invoice is received from the Agent.
3. The Agent undertakes to promote the offering properties in KC’s name only. Introduction of prospective buyers should be made by E-Mail or Fax with information of fixed visit dates to Crete with at least 5 working days notice prior to arrival.
4. The Agent can contract “Sub-agents” who will have the right to promote and offer KC’s properties in KC’s name provided that:



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- a. KC will be notified by e-mail or fax prior the Agent is signing a binding contract with the sub-agent
  - b. KC has the right to prevent and to reject their offers to be used and promoted by a sub-agent.
  - c. The sub-agent is confirming in written that he will not prosecute KC in any case resulting from his relation with the agent.
  - d. KC will notify the Agent of any client introduced by the sub-agent
5. Commissions are paid when clients purchase through KC and when the Agent or Sub-agent under the condition of no. 4. has registered the client with KC.
  6. KC will notify the Agent and sub-agent under the condition of no. 4. of any client already registered with KC.
  7. A person, firm or corporate entity who is not a party of this agreement has no right to enforce any of these conditions but this does not affect any right or remedy of a third party which exists or is available.
  8. KC will not be held liable if events outside KC's control prevent us fulfilling the obligations to the Agent.
  9. This agreement is valid for a period of one year only and is renewing itself upon mutual consent of both parties.
  10. Both parties will have the right to terminate this agreement after the first year any time providing that three months notice is given in writing and by registered mail.
  11. Both parties will have the right to terminate this agreement with a short notice of 5 working days in case of:



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- a. any party enter into any form of insolvency including without limit liquidation, bankruptcy, receivership or administration
  - b. debts as and when they fall due, or anything analogous to the foregoing occurs in any jurisdiction
  - c. any party breach any term, condition or warranty contained in these agreement
12. If any provision contained in these conditions is for any reason held to be invalid or unenforceable in any respect that invalidity or unenforceability will not affect any other provision of these conditions and these conditions will be construed as if that invalid or unenforceable provision had not been contained herein.
13. The parties hereby confirm their agreement and the acceptance of all the terms and conditions embodied above and it will be considered as a formal agreement as soon as it is duly signed by both parties.
14. These Conditions shall be governed by and construed in accordance with the laws of Greece and any disputes arising in respect of this agreement will be submitted to the exclusive jurisdiction of the Greek Courts. Judgment may be enforced in any court of competent jurisdiction and KC and the Agent waive any right to object to the exclusive jurisdiction of the courts of Greece.

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Ktimatoemporiki Crete

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Giannis Kriaras

-Managing Partner-

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Chania, .....