



SOLE MANDATE AGREEMENT

entered into between

eXp REALTY SOUTH AFRICA PROPRIETARY LIMITED

(Registration No 2020/480535/07)

and

THE SELLER

Registration No. _____

INTRODUCTION

The Seller owns the property being Erf _____ situated at _____
_____ (hereinafter referred to as the "Property").

The Seller has decided to sell the Property and to utilise the services of **eXp REALTY SOUTH AFRICA PROPRIETARY LIMITED ("eXp")** exclusively for the period of this mandate to the exclusion of all other estate agencies, to market the Property, with a view to finding a buyer for the Property who is willing and able to purchase the Property.

1. The Seller hereby appoints eXp as his/her sole and exclusive Selling Agent to find a willing and able Purchaser to purchase the Property. This sole mandate shall remain in full force and effect from the date of signature hereof, until the _____ (the "Exclusivity Period").
2. The Seller requires a gross selling price of R_____ in words _____ rand) for the Property, or such lesser selling price as he/she may agree to in writing. The Seller understands that certain costs, including but not limited to Agents Commission, Bond Cancellation costs and pro-rata rates and levies will be deducted from the sale price before the remainder of the proceeds are paid to him/her.
3. The Seller understands that this mandate precludes him/her from employing any other agency to market or sell the Property, for the Exclusivity Period.
4. The Seller understands that this mandate also precludes him/her from selling the Property privately, or through another agency, to anyone who was introduced to the Property during the Exclusivity Period, even after the mandate has expired.
5. The Seller will, not during the Exclusivity Period, not take the Property off the market or let the Property to any prospective tenant, and shall: -
 - 5.1. allow the Agents of eXp and their prospective purchasers (and no one else) reasonable access to the Property in order to view the Property;
 - 5.2. allow eXp to display "For Sale" signs on the Property;
 - 5.3. allow eXp to hold show days on Sundays; and
 - 5.4. allow eXp to display and market the Property on the eXp marketing platforms and the Internet.

6. The Seller irrevocably undertakes to pay eXp commission calculated at _____% plus VAT of the purchase price payable on any unconditional sale and which amount shall be deducted off the purchase price and paid to eXp by the Seller's conveyancers, on the date registration of transfer of the Property to a purchaser.
7. Upon expiration of the mandate period, the mandate shall not automatically terminate, but shall continue as a non-exclusive open mandate, allowing eXp to continue to market the Property whilst the Property is on the market to be sold. The Seller understands that he may, during the open mandate period, also instruct other agents or sell the Property privately.
8. eXp undertakes to market the Property *inter alia* by means of the following: -
 - 8.1. show houses at mutually convenient dates;
 - 8.2. advertising on social media and the eXp advertising platforms; and
 - 8.3. by introducing existing potential buyers to the Property.
9. The Seller understands that he is entitled in terms of the Consumer Protection Act, Act 68 of 2008, to cancel this agreement by giving 20 (twenty) business days' written notice of such cancellation. In such event, eXp shall be entitled to a cancellation penalty in terms of section 14(3)(b) of the Act, which it is agreed shall not exceed 10% (ten percent) of the commission that would have been payable on the asking price upon a sale of the Property to compensate eXp or the reasonable costs incurred by them to employ agents to market the Property, and to advertise the Property.
10. The Seller further understands that he shall be entitled to cancel this agreement by giving written notice to such effect, within 5 (five) business days of signing this agreement, should this agreement have been concluded as a result of direct marketing.
11. In the event of the Property being owned by a CC, or Company, eXp shall become entitled to commission on the same basis as if the property was transferred should there be a sale of the of shares or the members interest to a person who was introduced to the Property by the Agent during the mandate period. Such commission shall be paid upon receipt of the purchase price by the Seller.

For: _____

Signature: _____
who warrants that he / she is duly authorised thereto

Name: _____



Date: _____

Place: _____

Witness: _____

Witness: _____

For: **THE SELLER**

Signature: _____
who warrants that he / she is duly authorised thereto

Name: _____

Date: _____

Place: _____

Witness: _____

Witness: _____