



SOLE MANDATE AGREEMENT

ENTERED INTO BY AND BETWEEN:

“TYSON PROPERTIES”

AND

ANDRE & KIM FAURE

“THE SELLER”

INTRODUCTION

The Seller owns the property situated at:

103 #2SILO, SOUTH ARM ROAD, THE WATERFRONT

(hereinafter referred to as ‘his property’)

The Seller has decided to sell his property and to utilise the services of **TYSON PROPERTIES**, to the exclusion of all other estate agencies, to market his property, with a view to finding a buyer for his property who is financially able to purchase the property.

AGREEMENT

1. The Seller hereby appoints **TYSON PROPERTIES** as his Sole and exclusive Selling Agent to find a willing and able Purchaser to purchase his property.
2. The Seller requires a gross selling price of R..... **10, 900 000 - 00**.....for his property, or such lesser selling price as he 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.
3. The Seller understands that this mandate precludes him from employing any other agency to market or sell his property, for the duration of the mandate (“the Sole Authority period”).
4. The Seller understands that this mandate also precludes him from selling his property privately, or through another agency, to anyone who was introduced to the property during the course of this mandate (the “Sole Authority” period), even after the mandate has expired.
5. This sole mandate shall remain in full force and effect from the date of signature hereof, until the **25 Sept 2019** ~~1ST DEC 2019~~ (the “Sole Authority” period).
6. The Seller understands that **TYSON PROPERTIES** can only incur the costs of advertising and marketing the property on the basis as set out above and shall accordingly not do anything to prevent or frustrate **TYSON PROPERTIES** from marketing or advertising the property. During this period, the Seller shall accordingly not take the property off the market or let the property to any prospective tenant, and shall:
 - allow the agents of **TYSON PROPERTIES** and their prospective purchasers (and no one else) reasonable access to the property in order to view the property;
 - allow **TYSON PROPERTIES** to display “For Sale” signs on the property;
 - allow **TYSON PROPERTIES** to hold show days on Sundays.;
 - allow **TYSON PROPERTIES** to display and market the property on the internet.

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7. The Seller irrevocably undertakes to pay **TYSON PROPERTIES** commission calculated at 5% INCL. VAT of the purchase price payable on any binding sale and which amount shall be deducted off the purchase price and paid to **TYSON PROPERTIES** by the Seller's conveyancers no later than registration of transfer, whereafter the nett balance of the purchase price shall be paid to the Seller.
8. The Seller understands that a sale agreement concluded between himself and a purchaser shall only be binding once all suspensive conditions (for example, bond approval) have been fulfilled.
9. The Seller understands that a breach of any of the terms of this agreement shall lead to a claim for damages by **TYSON PROPERTIES**.
10. This mandate agreement is binding on the Seller and his deceased estate in the event of his death.
11. Upon expiration of the mandate period, the mandate shall not automatically terminate, but shall continue as an open mandate, allowing **TYSON PROPERTIES** 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 privately.
12. **TYSON PROPERTIES** undertakes to market the Property inter alia by means of the following: Local newspaper advertisements, show houses at mutually convenient dates, Internet advertising, and by introducing existing potential buyers to the Property.
13. **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 business days written notice of such cancellation. In such event, TYSON PROPERTIES shall be entitled to a cancellation penalty in terms of Section 14(3)b of the Act which shall not exceed 10% of the commission that would have been payable on the asking price upon a sale of the property to compensate TYSON PROPERTIES for the reasonable costs incurred by them to employ agents to market the property, and to advertise the property.**
14. 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.
15. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
16. In the event of the property being registered in the name of a CC, Trust or Company, the AGENT shall likewise become entitled to a Service Fee should there be a change of shareholding or beneficiary, to a person who was introduced to the property during the mandate period.

INITIAL
HERE

SIGNED AT Bryanston THIS 25 DAY OF June 2019

SELLER/DULY AUTHORISED:  SPOUSE _____

I, the spouse of the Seller, hereby consent to the foregoing and all the terms and conditions herein contained.

WITNESSES: [1] hmcbeod

[2] _____

FULL NAMES OF SIGNATORY: André Faure

SIGNED AT _____ THIS _____ DAY OF _____ 20____

TYSON PROPERTIES

AGENCY

AGENTS NAME

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