

LISTING NUMBER: _____



Non-Exclusive Agreement/ Open Mandate

Postal Address of Owner:

Tel: _____
Cell: _____
E-Mail: _____

To Icon Property Group (PTY) Ltd:

I / We, the undersigned (Full name & Surname) _____

ID Number/s: _____

Herby appoints: _____ of Icon Property Group as our Marketing Agent to find a Purchaser for:

Erf Number: _____ Unit Number: _____ Door Number: _____ Garage/Carport Number: _____

Situated at _____

Hereby referred to as “the property”, along with the terms and conditions contained herein.

The Purchase Price is R _____

Rand in Writing: _____

1. The Seller hereby grants to the Agent, for the period commencing on the date of signature hereof and terminating on _____ a non-exclusive mandate to offer the property for sale.

2. I / We undertake to pay the Agent a commission of _____ % of the Purchase Price Excluding VAT upon successful sale of the property. I / We warrant that there are no material defects to the property whether latent or patent and should such defects exist, that these have been disclosed to Agent.

3. I / We acknowledge having read and understood the agreement and confirm that no warranties or representations have been made to me/us, that this agreement constitutes the entire agreement with

Head Office
Unit 201 & 202 Pinehurst
Somerset Links
De Beers Ave, Somerset West
(021) 302 1620
Western Cape, South Africa

Delft Branch
Shop V2 Delft Mall
Cnr. Hindle Rd & Delft Main Rd R102
Delft
(021) 956 1002
Western Cape, South Africa

Eersteriver Branch
Super Spar Center
Cnr. Van Riebeeck & Forest Dr
Eersteriver
(021) 903 1532
Western Cape, South Africa

Mitchells Plain Branch
Block E Shop No 103
Watergate Mall
Watergate Boulevard
(021) 203 1606
Western Cape, South Africa

Kuilsriver Branch
64 Kerk Street
Kuilsriver
(021) 203 1620
Western Cape, South Africa

Belhar Branch
Shop No 7, 2 Baberta Link
Belhar
(021) 903 1532
Western Cape, South Africa

Portugal Branch
Av. da Liberdade 110
Lisbon
+27 (21) 203 1620
Portugal

Century City Branch
The Colosseum, 1st Floor
Cnr of Ratanga Rd & Century Way
(021) 203 1620
Western Cape, South Africa

the Agent and I and that no Variation or cancellation of this agreement will be binding unless reduced to writing and signed by the Agent

4. Should the signatory for the owner/s not be the owner of the property, you warrant that you are duly authorized to conclude this Agency Agreement.

5. The addresses of the above agreement shall serve as the contact details and domicile for any legal notices or processes to be communicated to the parties

6. I / We warrant that should defect be declared by the Seller/s, that such defects may be disclosed to a potential buyer, and that, I / We indemnify the Agent from any harm or loss caused by / our failure to disclose any defects.

7. Other Provisions

Signed at _____ On this day _____ of 20____

As Witness _____ Owner _____

As Witness _____ Owner _____

Signed at _____ On this day _____ of 20____

FFC

Property Practitioner

FFC

Management

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MANDATORY DISCLOSURE FORM TEMPLATE

The mandatory disclosure referred to in section 67 of the Act shall be in the following format -
**IMMOVABLE PROPERTY CONDITION REPORT IN RELATION TO THE SALE OF ANY
IMMOVABLE PROPERTY**

1 Disclaimer

This condition report concerns the immovable property situated at *[insert deeds office and physical description]* (the "Property"). This report does not constitute a guarantee or warranty of any kind by the owner of the Property or by the property practitioners representing that owner in any transaction. This report should, therefore, not be regarded as a substitute for any inspections or warranties that prospective purchasers may wish to obtain prior to concluding an agreement of sale in respect of the Property.

2 Definitions

In this form -

- 2.1 "to be aware" means to have actual notice or knowledge of a certain fact or state of affairs; and
- 2.2 "defect" means any condition, whether latent or patent, that would or could have a significant deleterious or adverse impact on, or affect, the value of the property, that would or could significantly impair or impact upon the health or safety of any future occupants of the property or that, if not repaired, removed or replaced, would or could significantly shorten or adversely affect the expected normal lifespan of the Property.

3 Disclosure of information

The owner of the Property discloses the information hereunder in the full knowledge that, even though this is not to be construed as a warranty, prospective purchasers of the Property may rely on such information when deciding whether, and on what terms, to purchase the Property. The owner hereby authorises the appointed property practitioner marketing the Property for sale to provide a copy of this statement, and to disclose any information contained in this statement, to any person in connection with any actual or anticipated sale of the Property.

4 Provision of additional information

The owner represents that to the best of his or her knowledge the responses to the statements in respect of the Property contained herein have been accurately noted as "yes", "no" or "not applicable". Should the owner have responded to any of the statements with a "yes", the owner shall be obliged to provide, in the additional information area of this form, a full explanation as to the response to the statement concerned.

5 Statements in connection with Property

	YES	NO	N / A
I am aware of the defects in the roof			
I am aware of the defects in the electrical systems			
I am aware of the defects in the plumbing system, including in the swimming pool (if any)			
I am aware of the defects in the heating and air conditioning systems, including the air filters and humidifiers			
I am aware of the defects in the septic or other sanitary disposal systems			
I am aware of any defects to the property and/or in the basement or foundations of the property, including cracks, seepage and bulges. Other such defects include, but are not limited to, flooding, dampness or wet walls and unsafe concentrations of mould or defects in drain tiling or sump pumps			
I am aware of structural defects in the Property			
I am aware of boundary line dispute, encroachments or encumbrances in connection with the Property			
I am aware that remodeling and refurbishment have affected the structure of the Property			
I am aware that any additions or improvements made to or any erections made on the property, have been done or were made, only after the required consents, permissions and permits to do so were properly obtained.			
I am aware that a structure on the Property has been earmarked as a historic structure or heritage site			

ADDITIONAL INFORMATION

6 **Owner's certification**

The owner hereby certifies that the information provided in this report is, to the best of the owner's knowledge and belief, true and correct as at the date when the owner signs this report.

7 **Certification by person supplying information**

If a person other than the owner of the property provides the required information that person must certify that he/she is duly authorised by the owner to supply the information and that he/she has supplied the correct information on which the owner relied for the purposes of this report and, in addition, that the information contained herein is, to the best of that person's knowledge and belief, true and correct as at the date on which that person signs this report.

8 **Notice regarding advice or inspections**

Both the owner as well as potential buyers of the property may wish to obtain professional advice and/or to undertake a professional inspection of the property. Under such circumstances adequate provisions must be contained in any agreement of sale to be concluded between the parties pertaining to the obtaining of any such professional advice and/or the conducting of required inspections and/or the disclosure of defects and/or the making of required warranties.

9 **Buyer's acknowledgement**

The prospective buyer acknowledges that he/she has been informed that professional expertise and/or technical skill and knowledge may be required to detect defects in, and non-compliant aspects concerning, the property. The prospective buyer acknowledges receipt of a copy of this statement.

10 **Signatures**

Signed at _____ on _____

Signature of owner _____

Signature of purchaser _____

Signature of property practitioner _____