



DUAL MANDATE

for Sale of Residential Property
entered into between

An Independent Property Practitioner
of
eXp REALTY SOUTH AFRICA (PTY) LTD
Registration No 2020/480535/07
(hereinafter 'eXp')
and

(together referred to as "the Agencies")

AND

THE SELLER

ID No _____

(hereinafter 'The Seller')

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 the Agencies 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 purchaser for the Property who is willing and able to purchase the Property.

1. This dual mandate shall remain in full force and effect from the date of signature hereof, until _____ (the "Dual Mandate Period").
2. The Seller requires a gross selling price of R _____ (_____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 Professional fee, 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 Dual Mandate 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 Dual Mandate Period, even after the mandate has expired.
5. The Seller will, not during the Dual Mandate Period, take the Property off the market or let the Property to any prospective tenant, and shall: -



- 5.1. allow the Agencies and their prospective purchasers (and no one else) reasonable access to the Property in order to view the Property;
- 5.2. allow the Agencies to display "For Sale" signs on the Property;
- 5.3. allow the Agencies to hold show days on Sundays; and
- 5.4. allow the Agencies to display and market the Property on their respective marketing platforms and the Internet.
- 6. The Seller irrevocably undertakes to pay a professional fee to the agency appointed in terms hereof which obtains a purchaser for the property 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 such agency by the Seller's conveyancers, on the date registration of transfer of the Property to the purchaser.
- 7. Upon expiration of the dual mandate period, the mandate shall not automatically terminate, but shall continue as a non-exclusive open mandate, unless an extended period is agreed upon, whereafter the Agencies will be allowed to continue to market the Property whilst the Property is on the market to be sold.
- 8. The Agencies undertake 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 advertising platforms of the Agencies; and
 - 8.3. by introducing existing potential buyers to the Property.
- 9. The Seller understands that he/she 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 supported by a valid reason for the cancellation.
- 10. The Seller further understands that he/she 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, the Agencies shall become entitled to the professional fees on the same basis as if the property was transferred should there be a sale of the shares or the members interest to a person who was introduced to the Property by the Agent during the mandate period. Such professional fee shall be paid upon receipt of the purchase price by the Seller.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES

1 _____

NAME OF PROPERTY PRACTITIONER

2 _____

SIGNATURE

Duly authorised,

being an independent property practitioner of **eXp Realty South Africa (Pty) Ltd** and who hereby warrants the validity of his/her/its Fidelity Fund certificate as at the date of signature of this agreement



SIGNED AT _____ ON THIS _____ DAY OF _____ 20____
AS WITNESSES

1 _____

NAME OF PROPERTY PRACTITIONER

2 _____

SIGNATURE

Duly authorised,
being a property practitioner and who hereby
warrants the validity of his/her/its Fidelity Fund certificate as at the date of signature of this
agreement

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____
AS WITNESSES

1 _____

THE SELLER

2 _____

SPOUSE OF SELLER

who by his/her signature hereto agrees to the terms of this mandate
[where Seller married in community of property]