Exclusive Property Sales Agreement

In _____, on _____.

Parties

OWNER: _____. Representative and authority, where applicable: _____. All owners or their authorised representatives must be identified and sign.
Email: _____
Website: _____
SS ARCHITECTURE & INTERIOR DESIGN STUDIO, S.L., Spanish tax identification number (NIF) B26987610, C/ Badajoz 60, local, 08005 Barcelona, represented by Mr Ángel Diez Gamboa, attorney-in-fact.
Email: info@theseduction.eu
Website: www.theseduction.eu Hereinafter, SS.

1 Property and price

Address and description: _____, _____, _____. Cadastral reference: _____. Land Registry _____, registered property number _____, unique registry code (CRU) _____. Area and source: _____, _____. Included ancillary property and inventory: _____. Encumbrances, occupants, leases, restrictions, planning status and licences: _____. Sale price: _____ euros (_____), excluding taxes on the transfer. Any change shall require the OWNER’s written authorisation.

2 Appointment and exclusivity

The OWNER appoints SS as exclusive intermediary for the sale of the property. The OWNER shall not appoint other intermediaries or advertise, negotiate or sell the property independently of SS, and shall notify SS of enquiries and offers received within 48 hours. Excluded prior contacts: _____, which may be supplemented in writing within five working days following signature. SS shall communicate offers and coordinate viewings and negotiations. The OWNER shall decide whether to accept a sale. SS may not sign contracts, accept offers or receive funds on the OWNER’s behalf without specific written authorisation.

3 Term and cancellation

Initial term: _____, with a minimum of nine, from _____ to _____, without automatic renewal; extensions shall be agreed in writing. The OWNER may cancel early by written notice given at least thirty calendar days in advance, without a cancellation penalty. Commissions already accrued and the contact protection provisions of this Agreement shall remain in effect.

4 Marketing and off-market sales

SS shall carry out and bear the cost of the activities and materials required for off-market sales: commissioning a professional videographer, filming interiors and exteriors and capturing drone footage, photography, video editing, sales dossiers and presentations, necessary translations and updates, private presentations and direct distribution to selected buyers, investors and collaborators. These activities are included in SS's fees, at no additional cost to the OWNER.

Marketing shall be private and confidential, without property portals, public social media or mass campaigns, unless the OWNER gives prior written authorisation. Viewings and filming shall be arranged in advance. Drones shall be used where legally and technically feasible, with the necessary authorisations. Any extraordinary expenditure outside the included activities shall require prior written approval of its nature and amount.

5 Fees

The OWNER shall pay SS 3% of the final sale price, excluding taxes on the transfer, plus VAT at the legally applicable rate, with no additional collaborator commissions. With VAT at 21%, the total is 3.63%. At the initial price: fees _____ euros, VAT _____ euros, total _____ euros.

Commission shall accrue and be payable against an invoice upon execution of the public deed of sale and receipt by the OWNER of the purchase price then due, provided that SS has actually acted as intermediary, introduced the buyer in writing and there is a direct connection between its involvement and the sale. No fees shall be charged for viewings or rejected offers, or for a sale that falls through for reasons not attributable to the OWNER. If, after the sale agreement has been signed, the public deed is not executed because of a proven breach by the OWNER, SS may claim commission only if the buyer was genuinely in a position to perform their obligations. There shall be no double charging.

6 Obligations and materials

SS shall act diligently, verify the listing information, safeguard documentation and provide an activity report at least monthly, without guaranteeing a sale. The OWNER shall provide access and accurate documentation: title deed, Land Registry extract, cadastral details, encumbrances, occupants, plans, inventory and certificates, habitability certificate and required licences. Incorporated annexes: _____.

The OWNER authorises the use and adaptation, for this sale, of materials lawfully supplied by the OWNER. SS may create its own materials and work with professionals under its coordination and subject to confidentiality obligations, at no additional cost. Ownership of the original materials shall remain unchanged. Materials created by SS shall belong to SS and shall be used solely for this transaction unless otherwise agreed in writing. Active distribution shall cease upon termination.

7 Protected contacts and breach

Only contacts identified and actually introduced by SS in writing and expressly accepted as such by the OWNER shall be protected. Protection shall last for a maximum of six months from the last evidenced activity with each contact. Upon termination, SS shall deliver the final list of contacts who have viewed the property, with the relevant dates. Commission shall be payable under clause 5 only if those contacts, or persons acting directly on their behalf, purchase the property and SS demonstrates the connection with the sale. The OWNER’s evidenced prior contacts are excluded.

Either Party may terminate for a material breach not remedied within ten working days following written notice, or immediately if the breach cannot be remedied. There shall be no automatic penalties. A deliberate breach of exclusivity shall only entitle SS to claim any commission due under clause 5.

8 Confidentiality and data

The Parties and SS’s collaborators shall keep non-public information confidential during the Agreement and for five years thereafter, except for disclosures necessary for the transaction or required by law. SS shall process personal data to perform the appointment and comply with the law, and shall disclose it only to professionals, buyers and authorities as necessary. Data shall be retained for the duration of the relationship and the statutory retention periods. Rights of access, rectification, erasure, objection, restriction and portability may be exercised at info@theseduction.eu or SS’s address. A complaint may be lodged with the Spanish Data Protection Agency (AEPD). Advertising unrelated to the appointment and international transfers shall require the applicable legal basis and safeguards.

9 Withdrawal and signature

If the OWNER is a consumer and enters into the Agreement at a distance or off-premises, the OWNER may withdraw by unequivocal notice to SS by email or post within fourteen calendar days from entering into the Agreement, or thirty in the statutory cases involving unsolicited home visits or promotional excursions, without the notice period in clause 3. The following form may be used: “I hereby notify you that I withdraw from the agreement dated [ ], relating to the property [ ]. Name [ ], address [ ], date [ ] and signature if submitted on paper.” A complete copy shall be provided on a durable medium.

_____ I expressly request that the services begin during the withdrawal period and acknowledge that I will lose that right once they have been fully performed with my prior consent. Earlier withdrawal shall carry no penalty; any charge must comply with the law and the accrual conditions agreed herein. If this option is not selected, SS shall wait until the applicable period has expired.

Communications shall be sent to the stated contacts by a means providing evidence of delivery. Applicable Spanish national and autonomous community legislation and the courts competent under applicable law shall apply, respecting consumer rights. Handwritten or electronic signatures are accepted. All fields and annexes shall be completed before signing.

THE OWNER

Name and capacity: _____

FOR SS

Ángel Diez Gamboa · Attorney-in-fact

_____	_____
Signature	Date
_____	_____
Signature · The Seduction	Date