

**GENERAL CONDITIONS OF BUSINESS**  
**REAL ESTATE AGENCY**  
**«MORETA» VODICE, KAMILA PAMUKOVIĆA 57**  
**GENERAL TERMS**

**Article 1.**

General conditions of dealings of the agent in the real estate business (in the following text: General conditions) arrange the business relationship between the agency for real estate dealings ( in the following text : the Agent ) and a physical or a legal body ( in the following text : the Bidder ) who makes a contract about mediation with the Agent .

General conditions make a part of the contract about mediation entered into by the Agent and the Bidder.

**Article 2.**

Certain terms and conditions related to the General conditions have the following meanings:

-The Agent in the real estate transactions- the agency for mediation and trade of real estate « Moreta », from Vodice, Kamila Pamukovića 57

-Mediation in real estate are actions of the agent in real estate which are related to joining of the Bidder and the third party, negotiations and preparations for making legal actions the subject of which is a certain property , especially in purchasing, selling or exchanging, hiring, renting and so on.

-Real estates are land properties together with everything which is permanently connected with it, tangible or intangible rights on the surface or under it, in accordance with general acts about ownership and other real rights.

-The Bidder is a physical or a legal body who makes a contract with the Agent in the real estate about mediation ( the seller, the buyer, the renter, the lease holder, or other possible participants in real estate dealings).

-The third party is a person whom the Agent in the real estate business tries to join with the Bidder in order to negotiate entering into legal actions the subject of which is a certain property.

-The mediating commission is the fee that the Bidder is under obligation to pay to the Agent for the service of mediating.

**REAL ESTATE TENDER**

**Article 3.**

Our offer is based on the information we receive in writing or orally from the Bidder. There is a chance of an error in description or the price of the property and the possibility that the property offered had already been sold, rented or that the property owner withdrew from selling.

Our offer and notifications the Bidder must keep confidential information and should transfer it to the third party only with our written approval.

If the recipient of our bid had been informed about properties we offered to him he is under obligation to inform us about it in writing, through electronic mail (e-mail), a fax or a recommended letter.

## **THE PRICE OF REAL ESTATE**

### **Article 4.**

The prices of real estates are stated in Euros and payable in Kunas.

## **THE CONTRACT ABOUT MEDIATING**

### **Article 5.**

Through the contract about mediating the Agent is under obligation to bring into contact with the Bidder a person to whom to negotiate making the contract, and the Bidder is obliged to pay the commission to the Agent if the contract is made.

The contract about mediating ( in the following text : the Mediating contract ) is made between the Agent and the Bidder .

In the Mediating contract all the relevant data about buying/selling the property must be truly, correctly and completely shown.

### **Article 6.**

When selling a property owned by more persons it is necessary to obtain a written approval of all joint owners in which they accept the Mediating contract.

## **THE OBLIGATIONS OF THE AGENT**

### **Article 7.**

When signing the Mediating contract the Agent is under obligation to perform these activities:

1. try to find and bring into contact with the Bidder a person with whom to make a contract about a mediating deal.
2. to inform the Bidder about the average market price of a similar property.
3. to make investigation into documents by which the seller's title to the property or another real right on the offered property is proved and warn the Bidder of evident falseness or possible risks in relation to the unorderd status of the property in the Land Registry entry, registered real rights or other rights of a third party to the property.
4. to do necessary actions for the presentation of the property in the market, to advertise the property in a suitable manner and do all other activities as arranged in the Mediating contract which surpass the usual presentation and for which is entitled to additional, formerly agreed charges.

5. to enable a survey of the property.
6. to mediate in negotiations and try to bring to making the contract.
7. to keep the personal information about the Bidder confidential information and on a written order by the Bidder keep secret the information about the property being mediated or issues related to it .
8. if the subject of a contract is a land property the Agent should do the local authority search, check any planning applications that may affect it in accordance with the regulations and planning documents for the land.
9. to inform the Bidder about all circumstances relevant to the intended deal of which he knows or he should be familiar with.

#### **Article 8.**

The Agent is under obligation to keep confidential all information he obtains in the progress of mediating and related to the Bidder, the property being mediated or in relation to the property or the proposal being executed based on special authority.

If he violates his obligation of keeping confidential information the Agent must reimburse all the parties who suffered damages because of disclosing or not keeping the secret.

It is not regarded as a violation of obligation of keeping confidential information when the Agent in order to protect discloses the information to parties with whom he tries to join the Bidder and it was necessary for the Agent to do so to meet his obligation in the Mediating contract made with the Bidder.

### **THE COMMITMENTS OF THE BIDDER**

#### **Article 9.**

Upon signing the Mediating contract the Bidder commits himself to perform the following activities:

1. to inform the Agent of all circumstances relevant to the proposed mediating and give the accurate information about the property,
2. to give evidence of all documents which prove his title to the property to the Agent, or if he has any other real rights on the property which is the subject of the contract,
3. to ensure the Agent or another party interested in the proposal the survey of the property ,
4. after the completion of the mediating proposal or the preliminary contract in which he committed himself to finish the mediating process to pay to the Agent the commission for mediation, unless stipulated otherwise,
5. only in case it is stipulated to reimburse the Agent for expenses incurred in the progress of mediation, if these surpass the usual mediating expenses.
6. to inform the Agent in writing about any change relevant to the proposed business deal for which he authorised the Agent,
7. the Bidder is not under obligation to come to negotiations for completion of a mediating contract with a third party, found by the Agent, nor to complete the legal work and the provision of the contract stating differently is not valid. The bidder will be held responsible for the damages if he did not act in good faith.

## THE MEDIATING COMMISSION

### Article 10.

The Agent is entitled to the mediating commission fee in the total amount of 6 % ( in the following text : the commission). The Agent is under obligation to charge the commission for his work in the amount stipulated in the Mediating contract. The Agent is entitled to the commission as a whole fee, immediately after the first legal act has been signed (preliminary or purchase contract). In this commission VAT of 22% is not included.

### Article 11.

The mediating commission is paid by the buyer for the service of mediating in purchasing a property is 2%. The commission of the said 2 % makes one part of the total commission, and another part of the commission is 3% is to be paid by the seller of the property, and all is in accordance with the Law of binding relationships.

### Article 12.

If the party offers oneself to the Agent a commission larger than stipulated, the Agent may accept such an award, under a condition that it is not in obvious disproportion to the service and the result of his work and to the financial status of the client.

### Article 13.

The Agent may stipulate the right to expenses for covering necessary orders and ask for advance payment of certain expenses.

### Article 14.

In the case of mediation in which the Bidder himself or through a third party found a person of interest , the Agent can, in accordance with his conscience, charge real expenses arisen from the business dealings.

### Article 15.

It is considered that the Agent enabled the Bidder a contact with another party in negotiating a proposed deal if he made it possible for the Bidder to meet the other party ( a physical or a legal body) to whom he negotiated closing a deal, especially so if :

- directly took or sent the Bidder to, or a third party, in seeing the proposed property;
- organised the meeting between the Bidder and the other party in the contract in order to negotiate closing of the legal act;
- gave the Bidder the name, telephone or fax number of another person authorised to making legal acts or gave him the precise location of the asked property.

## PRICE LIST

### Article 16.

<b>BUYING AND SELLING</b>	
<b>Commission is charged in percentage of the total agreed price</b>	
The highest total commission	6 %
The lowest total commission	2 %
<b>SELLING</b>	
Commission for mediating in selling a property (is paid by the seller )	1-3 %

<b>BUYING</b>	
Commission for mediating in buying a property (is paid by the buyer)	1-2 %
<b>EXCHANGE</b>	
When changing a property commission is charged from both parties in the exchange and the percentage is taken from the value of the property which the party obtained in this exchange	1-2 %

When leasing and hiring properties the following price list is valid:

<b>LEASE AND HIRE</b>	
<b>LEASE- commission from the lease holder</b>	
Percentage from the monthly rent ( occurring once )	
100 %	minimal
150 %	For lease lasting 10 years or more
150%	Maximal
<b>HIRING – Commission from the tenant</b>	
Percentage from the monthly rent ( occurring once )	
100 %	Minimal for rent
150 %	For rent or hire of duration of 3 to 9 years
200 %	For rent or hire of duration of 10 years or more

<b>OTHER SERVICES</b>	
Business consulting and hiring the agent	250,00 kn/hour
** Evaluating value of the property in the market	300,00 kn
* Service of obtaining the Land Registry entry, office copy entries, the ownership or other documents issued by communal administrative units in the town where the agency is located	200,00 kn + tax expenses
* Service of obtaining the Land Registry entry, office copy entries, the ownership or other documents issued by communal administrative units outside the town where the agency is located	200,00 kn/hour + tax expenses
* Service of making a preliminary contract of purchase	500,00 kn
* Service of making title-deeds	200,00 kn

* * Service of making a contract of purchase	1.000,00 kn
* Making a draft for proposal to to be entered in the Land Registry book in Court department of Land registry	500,00 kn + tax expenses of 250,00 kn
* Submitting for tax payment of the purchase tax	300,00 kn

*To the above mentioned amounts VAT is added*

*\*\* for the paid amount the mediating commission for the selling of a property is reduced*

## **TERMINATING THE CONTRACT**

### **Article 17.**

The mediating contract is made for the period of 12 months and ends with the expiry date, unless a contract has been made within the period or if a party in the contract cancelled it.

The Bidder will acknowledge the mediation even after the contract expired if the contact with a third party has been made while the contract was still valid.

If the Bidder breaches the contract on his own, before its date of expiry he is under obligation to reimburse the Agent for all mediating expenses made before the breach of the contract in 7 (seven) days.

When the contract is terminated because of its expiry date the parties in the contract have no claims to each other. The Bidder is obliged to pay the Agent only the expenses stipulated to be paid by the Bidder.

If in the period of 2 years after the termination of the contract the Bidder makes the legal act with a client to whom was joined through the Agent, and with whom the Agent mediated in the period when the contract was valid, he is under obligation to pay the mediating commission in whole, unless otherwise stipulated in the contract.

## **FINAL TERMS**

### **Article 18.**

For relations between the agent and the agency and other parties concerned and which are not arranged by these General terms or by a mediating contract, the other regulations are applied such as the Law about mediating in real estate business and the Law about binding relations.

The Court in Šibenik is authorised for any legal dispute unless arranged differently.

In use since 01 January, 2009.

**“ MORETA ”**

**Real estate agency**

I, Nada Bašelović, a court interpreter for the English language appointed by the decision of the chairman of the County Court in Šibenik, number 4 Su-264/02 from 1st July 2002, certify that the above translation is completely faithful to the original written in the Croatian language.

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Šibenik, 6th April, 2009  
No.02/2009

Nada Bašelović  
Sudski tumač za engleski jezik



Račun 2/2009.

Za izvršene usluge prevođenja sa hrvatskog na engleski jezik, a na osnovi Pravilnika o stalnim sudskim tumačima ( NN .132/05 čl. 27. od 07. studenog 2005.g.) :

1. Opći uvjeti
2. Ukupno 1000,00 kuna.

Nada Bašelović

Šibenik, 06.04.2009.g.



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