

Obligations of THE PRINCIPAL

THE PRINCIPAL shall hereby sell his/her property to any purchaser introduced by THE AGENT at the price, charges and conditions hereof.

During the period hereof and for two years thereafter, if THE PRINCIPAL or another agent engages in selling the property described herein (*compromis, sous-seing, vente*) [provisional sale agreement, private deed, sale agreement] THE PRINCIPAL agrees he shall inform THE AGENT without delay and notify him thereof by recorded delivery mail stating the name, surname and address of the purchaser, the name of the *notaire* [solicitor, licensed conveyancer] instructed to convey the title to the property and the final price of sale.

Such a notification will terminate this agency agreement and may prevent a commitment of THE AGENT with another purchaser and will save THE PRINCIPAL the consequences thereof including possible actions brought by THE AGENT or that purchaser.

THE PRINCIPAL shall produce at THE AGENT's request any document required to complete the sale including any vendor's title to property, any agreement, any deed, any certificate. If the event of a plurality of owners, the signatory owner(s) hereof have the consent of every other owner and the signatory owner(s) hereof is/are acting not only in their own names but also in accordance with a verbal agency agreement made with every other owner(s).

THE PRINCIPAL, in addition to a square footage report complying with the *loi Carrez* [French law] (in the event of the sale of a unit belonging to a multiple-occupancy building), shall produce at his/her own expense with as little delay as possible and at the latest on the date of signature of the sale agreement every report pertaining to the *Dossier de Diagnostic Technique* [home condition report] including a lead report (mandatory for buildings whose planning permissions were granted before January 1st 1948), an asbestos report (mandatory for buildings whose planning permissions were granted before July 1st 1997), a termite report [timber infestation report], a gas installation report and an electrical installation test report without which the vendor may not exonerate himself/herself from his/her liability under the latent defects warranty corresponding to the missing report, along with a *état relatif aux risques naturels et technologiques* [natural and technological risks report], whose omission is sanctioned by the right of the purchaser to claim a reduction in price or the rescission of the sale, and a *diagnostic de performance énergétique* [energy performance certificate] whose omission may entail sanctions under ordinary law.

« **Art.L. 121-21.** – The provisions of this section apply to any person and any third party purporting to purchase goods, sale goods, rent goods or to supply hire purchase agreements, lease with purchase option agreements or to provide services and adopting doorstep selling tactics, whether solicited or not, at the domicile or the residence or the workplace of an individual. The provisions of this section also apply to canvassing activities taking place away from business premises including where a trader organize directly or indirectly meetings or excursions in order to carry out the operations delineated in the foregoing paragraph.

Art. L. 121-22. – Provisions of sections L. 121-23 to L. 121-29 do not apply to occupations for which doorstep selling is regulated by specific legal rules.

Provisions of sections L. 121-23 to L. 121-28 do not apply to:

1° (*L. n° 95-96, Febr. 1st 1995, section 7*) goods intended for current consumption supplied at the doorstep by regular roundsmen or their representatives in the agglomeration in which their businesses are registered and in their surroundings.

2° et 3° (*abrogated by L. n°95-96, Febr. 1st. 1995, sect. 7*).

4° Sales, rentals or hire purchase of goods or provisions of services where they relate directly to activities pertaining to agriculture, industry, trade, handicraft production or any other occupation.

Article L. 121-23. – Operations referred to in section L. 121-21 shall be effected under a contract, a copy of which must be supplied to the client upon signature, that must contain the following details, on pain of nullity:

1° Names of supplier and agent;

2° Address of supplier;

3° Address where contract concluded;

4° Precise description of nature and characteristics of goods or services offered;

5° Contract execution conditions including delivery method and delivery deadline for goods, or execution of services;

6° Total price to be paid and payment method; if it is an instalment or credit sale, the forms required under credit sale regulations, and the nominal and the *taux effectif global* of interest

[TEG, overall effective rates of interest is sometime compared to APR in the UK] determined under the conditions of section L. 313-1;

7° The right of termination under section L. 121-25, the conditions for exercising this right and, clearly displayed, the complete text of sections L. 121-23, L. 121-24, L. 121-25 and L. 121-26. 121-..

Article L. 121-24. – The contract referred to in section L. 121-23 must include a detachable form intended to facilitate the exercise of the right to terminate under the provisions of section L. 121-25. The *Conseil d'État* [an organ of the French national government] will set forth by decree the details that must be stated on such forms. This contract may not include any clause conferring jurisdiction.

All copies of the contract must be hand signed and hand dated by the client.

Article L. 121-25. – Within seven days, including public holidays, as from the date of the making of the order or the commitment to purchase, clients have the right to cancel the same by recorded delivery mail. If this period expires on a Saturday, a Sunday or a public holiday, it is extended to the first working day thereafter.

Any contract clause under which clients waive their rights to cancel their orders or commitments to purchase is null and void.

This section does not apply to contracts concluded under the conditions prescribed in section L. 121- 27.

Article L. 121-26. – Before the cooling-off period prescribed in section L. 121-25 expires, no person may request or obtain from a client whether directly or not, in any form or for any reason, any consideration or commitment, nor effect any service of any kind.

(*L. n° 95-96, Febr. 1st 1995, section 8*): "However, subscription from home to a daily publication or equivalent, within the meaning of section 39 *bis*, *Code général des impôts*, is not subject to the provisions of the foregoing paragraph if the consumer has a permanent right of cancellation, without fee or compensation, accompanied by a reimbursement within fifteen days of the sums paid proportionate to the subscription period outstanding."

(*L. n° 95-96, Febr. 1st 1995, section 8*) In addition, commitments or payment orders may not be executed before expiration of the period stipulated in section L. 121-25 and must be refunded to consumers within fifteen days from the date of cancellation."

Art. L. 121-27. – Phoning or any similar canvassing activity must be followed up by written confirmations of offers made by traders that must be sent to consumers. A consumer may not commit himself/herself without his/her signature. Consumers benefit from the provisions prescribed in sections L. 121-16 and L. 121-19.

Section L. 121-28 (*L. n° 92-1336, Dec. 16th 1992, section 322*). -Any breach of sections L. 121-23, L. 121-24, L. 121-25 and L. 121-26 will be sanctioned by a fine of € 3812 or by imprisonment for a period of one year or both. »

Period of the agreement:

This agency agreement is granted with NO EXCLUSIVE RIGHTS from the date hereof and for 12 months thereafter. This agreement is tacitly renewable, such renewal being limited to 12 months. Each party is granted a right of cancellation hereof subject to a 15 day notice sent by recorded delivery.

Throughout the period of this agreement and for a non-negotiable period of 24 months thereafter, THE PRINCIPAL shall expressly refrain from negotiating directly or indirectly, including with the assistance of another third party, with a purchaser introduced by the agent.

Powers:

THE PRINCIPAL grants full authority to THE AGENT including:

- authority to suggest, present, view and arrange for viewings with anyone
- where appropriate, authority to negotiate with any pre-emption right holder, pre-emptors shall be subrogated in every rights and obligations of the purchaser. Any compensation payable by the purchaser will then be payable by the pre-emptor. THE PRINCIPAL retains his right to refuse to sell if the *prix net propriétaire* [sale price exclusive of any agency consideration] is lower than the asking price agreed herein.
- Authority to effect at no cost [for the vendor] any advertising he/she deems necessary (classified advertisements, display cases, shop windows, etc.) including any advertising on any website of his/her network. Pursuant the *Loi n° 78-17 du 6 Janvier 1978 relative à l'informatique, aux fichiers et aux libertés* [French data protection act] THE PRINCIPAL is granted a right to access and rectify personal data held about him/her.
- Authority to communicate information pertaining to the sale to his/her colleague of his/her choice and authority to delegate his/her powers

Possession: Coming into possession will take place once the completion of the sale is recorded by a notarized deed. The principal warrants that on the date thereof the property will be free from any occupation or rental.

THE PRINCIPAL expressly acknowledges he/she has been given a copy hereof and he/she has read the provisions set forth on both sides of the page.

Void Lines:

Signed at....., date

2007

Void Words:

THE PRINCIPAL(S)

THE AGENT

Read and approved - Valid for agency

Read and approved - Valid for acceptance of agency

Form to return to cancel this agreement (Sections L121-23 à L.121-26, *Code de la Consommation*)

Detachable form to return by recorded delivery mail to the address which is found at the front of page. This form must be dated and signed by the principal
Conditions: This form may be sent at the latest on the seventh day after the date of the signature hereof or, if this period expires on a Saturday, Sunday or public holiday, during the first working day thereafter.



I, the undersigned..... Signature(s) of the principal(s)

Name(s) and surname(s) of the principal(s):

Address of the customer:.....

hereby cancel the agency agreement described below:

Agency agreement registered under number:

Nature of the property:.....

Date of signature of the agency agreement:

Date:

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