

## Property finder's agreement

**Finder:** [ ]

**Client:** [Name]

**Date:** [Date]





- 2.8. Any agreement by either party not to do or ██████████  
███████████ ██████████ ██████████ ██████████  
███████████ ██████████ ██████████ ██████████  
████████.

### **3. Entire agreement**

- 3.1. This agreement contains the entire ██████████  
███████████ ██████████ ██████████ ██████████  
████████.
- 3.2. Each party acknowledges that, in entering into this agreement, ██████████  
███████████ ██████████ ██████████ ██████████  
███████████ ██████████ ██████████ ██████████  
███████████.
- 3.3. Conditions, warranties or other terms implied ██████████  
███████████, ██████████ ██████████ ██████████  
███████████.
- 3.4. Nothing in this agreement shall create a partnership or ██████████  
███████████ ██████████ ██████████ ██████████  
███████████ ██████████.
- 3.5. Neither party shall have, nor represent that ██████████  
███████████ ██████████ ██████████ ██████████  
████████, ██████████ ██████████ ██████████.

### **4. The basic contract**

- 4.1. The Finder shall seek ██████████ ██████████  
███████████ ██████████ [ ██████████ ].
- 4.2. This agreement is personal to the Finder. ██████████  
███████████ ██████████ ██████████ ██████████  
███████████.
- 4.3. Neither party may assign or ██████████ ██████████  
███████████ ██████████ ██████████ ██████████.

- 4.4. For the purpose of this agreement, [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED]:
  - 4.4.1 the Finder has provided details of Land to the Client [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED], [REDACTED], [REDACTED]  
[REDACTED], [REDACTED]
  - 4.4.2 the Client has instructed the Finder (orally or [REDACTED])  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED].
- 4.5. The Client now agrees to [REDACTED]  
[REDACTED].
- 4.6. The Finder agrees that the [REDACTED]  
[REDACTED], [REDACTED]
- 4.7. The Client has an obligation to inform the Finder if it is already [REDACTED]  
[REDACTED]  
[REDACTED].

## 5. Finder's general duties

The Finder agrees that it will:

- 5.1. look after the [REDACTED]  
[REDACTED];
- 5.2. not disclose the name of the Client [REDACTED]  
[REDACTED]  
[REDACTED].
- 5.3. [comply with the reasonable instructions [REDACTED]  
[REDACTED]  
[REDACTED]].
- 5.4. not make or give any promise, [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].

## 6. Finder's Fee: payment procedure

The Client [REDACTED] :

- 6.1. The sum of € [amount] [REDACTED] :  
[REDACTED]  
  - 6.1.1 the sum of € [amount] when [REDACTED]  
[REDACTED],  
[REDACTED];
  - 6.1.2 the sum of € [amount] when [REDACTED]  
[REDACTED],  
[REDACTED];
  - 6.1.3 the sum equating to [number] % of [REDACTED]  
[REDACTED],  
[REDACTED]  
[REDACTED].

*OR*

- 6.2. The Client will pay the Finder's Fee to the Finder calculated as [number] % of the [REDACTED]  
[REDACTED],  
[REDACTED],  
[REDACTED]  
[REDACTED].

*OR*

- 6.3. The Client will pay the Finder's Fee calculated as € [number] per [REDACTED]  
[REDACTED] / [REDACTED] / [REDACTED] / [REDACTED] / [REDACTED]  
[REDACTED],  
[REDACTED].

*OR*

- 6.4. The Client will pay the Finder's Fee in instalments., The first instalment of the sum € [REDACTED] [REDACTED], [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED] % [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED], [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED].
- 6.5. If the Client buys Land adjacent to the Land introduced by the Finder, and such Land is managed as if it [REDACTED]  
[REDACTED]

[REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

- 6.6. If the Client fails to pay Finder's Fee [or any money] due [REDACTED]  
[REDACTED], [REDACTED] [8] % [REDACTED]  
[REDACTED], [REDACTED].
- 6.7. In all questions of currency conversion, the conversion calculation shall  
be made at the time the payment becomes due and it shall be made by  
reference to [www.xe.com](http://www.xe.com), or such other converter as the parties shall  
agree.
- 6.8. All sums payable under this agreement are exclusive of any value  
added [REDACTED], [REDACTED]  
[REDACTED], [REDACTED], [REDACTED].

## 7. Termination

Either party may terminate this agreement:

- 7.1. On [one] [REDACTED].
- 7.2. Immediately, if the other party has committed a serious [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] 28 [REDACTED]  
[REDACTED];
- 7.3. Immediately, if a receiver or [REDACTED] ( [REDACTED]  
[REDACTED] ) [REDACTED] [REDACTED]  
[REDACTED].
- 7.4. Any termination of this agreement shall be without prejudice to [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].
- 7.5. Termination shall not affect the right of Finder to any Finder's [REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED].

## **8. Confidential Information**

In respect of the Confidential [REDACTED], [REDACTED]  
[REDACTED]:

- 8.1. use its best endeavours [REDACTED];  
[REDACTED];
- 8.2. not store, copy, or use the Confidential [REDACTED]  
[REDACTED] [REDACTED];
- 8.3. not use or disclose Confidential Information except to [REDACTED],  
[REDACTED],  
[REDACTED];
- 8.4. explain to all relevant employees, agents and sub-contractors [REDACTED]  
[REDACTED]  
[REDACTED].
- 8.5. from the date of this agreement until five years after termination date, [REDACTED]  
[REDACTED]  
[REDACTED].
- 8.6. This paragraph does not apply to disclosure:
  - 8.6.1 made by order of the court;
  - 8.6.2 of information or knowledge which comes [REDACTED]  
[REDACTED];
  - 8.6.3 as may be minimally necessary to [REDACTED]  
[REDACTED].
- 8.7. The obligations set out in this paragraph [REDACTED]  
[REDACTED].

## **9. Limitation of liability**

- 9.1. [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED]
- 9.2. [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED], [REDACTED]  
[REDACTED].
- 9.3. [REDACTED]  
[REDACTED]:
  - 9.3.1 indirect or consequential loss; or
  - 9.3.2 [REDACTED], [REDACTED]  
[REDACTED]; [REDACTED]
  - 9.3.3 [REDACTED]  
[REDACTED]  
[REDACTED].  
  
[REDACTED]  
[REDACTED]  
[REDACTED].
- 9.4. [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].  
[REDACTED], [REDACTED].
- 9.5. [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED], [REDACTED]  
[REDACTED] € [ 10 , 000 ]. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

## **10. No competition**

- 10.1. [REDACTED]  
[REDACTED]  
[REDACTED]  
, [REDACTED], [REDACTED], [REDACTED],  
[REDACTED]  
[REDACTED]  
[REDACTED].
- 10.2. [REDACTED]  
[REDACTED]  
[REDACTED]  
, [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].
- 10.3. [REDACTED]  
[REDACTED]  
[REDACTED].

## **11. The Guarantor**

[REDACTED]  
■■]

- 11.1. The Guarantor hereby irrevocably gives the following guarantees:

- 11.1.1 [REDACTED]  
[REDACTED];
  - 11.1.2 [REDACTED]  
[REDACTED]  
[REDACTED];
  - 11.1.3 [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].
- 11.2. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

## **12. Miscellaneous matters**

- 12.1. ....  
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- 12.2. ....  
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- 12.3. ...., ....  
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- 12.4. ....  
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- 12.5. ....  
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- 12.6. ....  
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- 12.7. ....  
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- 12.8. ....  
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**Signed by** [Finder's personal name], on behalf of [company name] as its representative who personally accepts liability for the proper authorisation to enter into this agreement:

**Signed by**[personal name], duly authorised for the Client:

**Signed by** the guarantor [personal name], duly authorised for the Client: (the "Guarantor")

## **The Schedule: Description of acceptable Property Opportunities and rate of payment to Finder**

**Here set out :**

### **Full description of Land / property sought:**

extent

location

area

cost

necessary characteristics

### **and as to payment, if not set out already in the body of the agreement**

method of calculation of payment

basis of calculation

any adjustments to the calculation

when the payment is due





