

Agency Agreement

THE REPUBLIC OF UGANDA

IN THE MATTER OF CONTRACT ACT CAP 73

AGENCY AGREEMENT

THIS AGREEMENT is made this day of 20...

BETWEEN

..... (**Insert property owner's name and address**) [hereinafter referred to as 'the Principal'] of the one part

AND

..... (**Insert the agent's name and address**) [hereinafter referred to as 'the Agents'] of the other part.

WHEREAS the Principal is the registered proprietor of property comprised inmeasuring and is desirous of selling part of the said property.

AND WHEREAS the Agents are able, ready and willing to secure a buyer for the said property upon the terms and conditions hereinafter stipulated;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. APPOINTMENT OF AGENT

The Principal hereby appoints the Agent to perform and execute the duties above mentioned and incidental thereto as may be assigned by the Principal. The Agent shall use his/her best efforts, skill, judgment and abilities to effect his/her duties pursuant to the terms of this agreement and to provide all reasonably requested services required in connection therewith.

2. DUTIES OF THE AGENT

- a) The Agent shall perform his/her duties under this agreement in accordance with all applicable laws, rules and regulations and the highest standard of conduct.
- b) The Agent shall not make any representations or warranties on behalf of the Principal without any prior written authorization of the Principal and neither does this agreement provide the Agent with the exclusive right or authority to secure the buyer or the right to

bind the Principal in any manner whatsoever without the prior written authorization of the Principal.

- c) The Agent undertakes to provide to the Principal information and advice regarding any matters being executed by him/her.
- d) Subject to the approval of the Principal, the Agent may cooperate with other persons in the execution of his/her duties but the Agent has no authority to bind the Principal in the payment of any fee, commission or other remuneration of any kind to the said persons unless prior agreed to by the Principal.
- e) The Agent shall be responsible for its own costs.

3. DUTIES OF THE PRINCIPAL

- a) The Principal shall furnish the Agent with the necessary information that may assist the agent in carrying out his/her duties.
- b) The Principal shall ensure timely payment of the Agent's commission.

2. PAYMENT OF COMMISSION

- a) The Principal shall pay the Agent% (**insert agreed percentage**) of the purchase price upon receipt of the purchase price.
- b) The commission shall constitute the total and maximum remuneration which shall be earned by and be payable to the Agent for his/her services.

4. PROHIBITION OF ASSIGNMENT

This agreement may not be assigned by the Agent without the Principal's prior written consent, which may be granted or denied at the Principal's discretion.

6. TERMINATION

If at any time during the term of this agreement, if either the Principal or the Agent is in default of any of their obligations under this agreement, or are unable to fulfill their obligations, then either party shall have the right to terminate this agreement by giving a written notice to the other party of such termination.

7. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of Uganda.

8. ENTIRE AGREEMENT

- a) This agreement constitutes the entire agreement between the Principal and the Agent with respect to the subject matter herein contained and supersedes all prior discussions, negotiations, and agreements whether written or oral between the Principal and Agent.

b) This agreement may not be modified or amended unless such modification or amendment is in writing and duly executed by both parties.

IN WITNESS WHEREOF the Principal and Agent hereunto affix their respective hands and seals the day, month and year first above mentioned.

SIGNED & DELIVERED by the said
.....
(PRINCIPAL)

In the presence of:

SIGNED & DELIVERED by the said
.....
(AGENT)

SIGNED & DELIVERED by the said
.....
(AGENT)

In the presence of:
WITNESS