

**THE REPUBLIC OF UGANDA**

**IN THE MATTER OF THE CONTRACTS ACT, 2010**

**AND**

**IN THE MATTER OF AN AGENCY AGREEMENT**

**THIS DEED** is made this .....day of .....the year 2018

**BETWEEN**

**M/s Bakaima Investments Ltd Ham Towers 3<sup>rd</sup> Floor Makerere Hill road P.O. Box 37261, Kampala**  
(Hereinafter referred to as "**the Principal**")

**AND**

.....of **P.O.Box**..... (Hereinafter referred  
to as "**the Agent**") Area of Operation.....Residential.....

**WHEREAS** the Principal is engaged in carrying on the business projects of Real Estate Agency and development including but not limited to;

- Construction
- Buying and selling property
- Renting a property/properties

**AND**

**WHEREAS** the principal is desirous of engaging the services of the agent(s) in carrying on its aforementioned business projects situated in Uganda, and the agent is willing to find the buyer(s)/ purchaser(s) for the same,

**NOW IT IS HEREBY AGREED** as follows:-

1. The Principal hereby appoints the agent(s) to be its agent in Uganda and abroad for the purposes of selling, brokering, and negotiating the business aspects of the principal the particulars of which shall be identified from time to time.
2. The agent(s) undertake and agrees with the principal that he will at all times during the continuance of the agreement , observe the terms and conditions set out herein below:
  - a) The agent(s) will use his/her best endeavor including but not limited to marketing listed properties to introduce a new purchaser/vendor.
  - b) The agents may use the services of any other agent or sub agent for this purpose without charge to the principal.
  - c) The agent shall physically and fully inspect the estate/property on market.

- d) The agent shall provide brokerage services only on behalf of the principal.
- e) The agent shall only use those real estate forms /documents authorized by the principal.
- f) The agent shall disclose to the principal of any correspondence or document made or received.
- g) The agent shall defend any matter/dispute as a result of his/her fraud on the side of the client he/she introduced to the principal.

3. In the event of the agent introducing a person who subscribes a property for sale, he/she shall be paid 25%, the person that introduces a buyer shall be paid 25% and the Principal 50% from the net commission earned from the contract.

**Note:** if a property subscribed by the sales Agent is sold by the Principal & no other Agent involved he/she shall be paid 50% after acknowledging the receipt of commission.

4. Either party may terminate this agreement by giving a 5(five) days' notice on the ground of fraud whether constructive or express, by the other party.

5. Every question or difference whatsoever which shall at any time hereafter arise between the parties shall;

a) Be solved amicably between the parties, or

b) Referred to a single arbitrator appointed by the parties.

Where the said arbitrator fails to settle the matter, recourse shall be to resort to courts of law.

6. For the purpose of this agreement a sale shall be considered complete upon exchange between the purchaser and seller or lawful representatives of formal binding contracts and signing all the transfer forms by both parties and the principal acknowledging receipt of the commission agreed upon.

7. The agreement is made on the understanding of both parties and no terms and conditions whatsoever are to be implied other than those expressly stipulated herein.

**IN WITNESS THEREOF** the parties hereto append their signatures thereto.

SIGNED and DELIVERED

By the said .....

.....

**PRINCIPAL**

In the presence of

.....

**WITNESS**

SIGNED and DELIVERED

By the said.....

.....

**AGENT**

In the presence of

.....

**WITNESS**