Legal Basis: this "\_Rental Intermediation Agreement\_" has been issued in accordance with and within the framework of Articles 17 and 20 of the Regulation on Trade in Real Estate published in the Official Gazette dated 5 June 2018 and numbered 30442

# **RENTAL INTERMEDIATION AGREEMENT (CONTRACT)**

On the one hand, on the other hand the authorized person with Authorization Number, contact information (here in after referred to as				
RESPONSIBLE PROPERTY CONSULTANT.),				
on the other hand operating at with contact information				
and T.R. Identity Number, (here in after referred to as TENANT),				
on the other hand operating at with contact information				
and T.R. Identity Number, (hereinafter referred to as the LEASOR) arranged				
and signed under the following terms and conditions.				
ARTICLE 2 - SUBJECT OF THE AGREEMENT (CONTRACT)				
2.1. RESPONSIBLE REAL ESTATE CONSULTANT, by bringing the parties together within the framework				
of the task of preparing the possibility of concluding the lease agreement, and having reached their				
agreement; Acknowledging, declaring and undertaking that they will pay the service/commission fee				
amounting to the LEASOR + VAT, TENANT % + VAT over the written rental price, to the				
RESPONSIBLE REAL ESTATE CONSULTANT does in cash and in full.				
2.2. REAL ESTATE INFORMATION				
• Province :				
•Town :				
• Parcel :				
Parcel Area				
•Neighborhood :				
Block/Independent Section No :				
• Village				
• If Land/Field, Surface Area				
• Kind				
• Address				
Monthly Rental Fee				
Annual Increase Rate of Rental Price:				
Payment Method of Rental Fee:				
• Starting Date of Rent : 2022				
ARTICLE 3 - RIGHTS AND OBLIGATIONS OF THE PARTIES (SIDES)				
<b>3.1.</b> For any reason; If one of the parties gives up or prevents the realization of the rental relationship on				
the agreed date, this party; It accepts, declares and undertakes to pay the service/commission fee of both				
parties specified in this contract to the RESPONSIBLE REAL ESTATE CONSULTANT on the agreed rental				

date without any warning. **3.2.** THE TENANT has given a deposit of ............. -TL (......Turkish Lira) to the RESPONSIBLE REAL ESTATE ADVISOR; This deposit will be deducted from the service/commission fee when the lease is realized or the

TENANT gives up.

**ARTICLE 1 – SIDES (PARTIES)** 

- **3.3. For the sake of paying the debt;** TENANT or LEASOR; The RESPONSIBLE REAL ESTATE CONSULTANT accepts, declares and undertakes that he/she has to pay a penalty of .......................-TL (............Turkish Lira) if he/she performs the transaction by deactivating.
- **3.4.** SIDES; If the TENANT and/or the LEASOR was represented by a proxy in the signing of this contract, and it turns out that the person declaring that he is the authorized representative to sign the contract does not have a proxy or is an unauthorized representative afterwards; The person who presents himself

as a proxy and signs in this capacity accepts, declares and undertakes that he will be personally responsible for all debts and especially the commission amount agreed in this contract.

- **3.5.** SIDES; If the service/commission fee of the RESPONSIBLE REAL ESTATE CONSULTANT is not paid within the time specified in this contract, this receivable; accepts, declares and undertakes that "commercial advance interest" will be applied from the lease date agreed in the contract.
- **3.6.** TENANT, even if the rental transaction is made on behalf of his spouse, children, siblings, parents, partners, stakeholders, representatives, employees for any reason or reason, or on behalf of 1st and 2nd degree relatives by blood and affinity; accepts, declares and undertakes that it is responsible for the debts and obligations arising from this contract.
- **3.7.** Having undersigned the following stakeholder/stakeholders in the shareholding immovables have declared that they have received authorization from other stakeholders for the execution of this contract; if other stakeholders then claim that they did not authorize the signing stakeholder or hinder the leasing, the stakeholder/stakeholders signing this agreement will be responsible for all debts arising from the contract, valid for the entire real estate. Likewise, the person who signed this contract in the capacity of LEASOR has declared that he is authorized to lease the immovable property and it is not necessary to be the owner in order to make a lease agreement; even if he is not the owner of the immovable, he cannot claim this situation as an excuse for not fulfilling his debts arising from this contract; all debts and responsibilities for him are valid. If it turns out that the person signing in the capacity of the LESSOR's representative is not a proxy or does not have the authority to sign this contract, the person with signature below accepts to be personally responsible for all debts that have arisen or will arise on behalf of the person or persons who have signed this contract as their representative, and especially the service/commission salary, declares and undertakes.
- **3.8.** SIDES; It accepts, declares and undertakes that the provisions regarding the service to be provided to the RESPONSIBLE REAL ESTATE CONSULTANT and the fee to be received in return are subject to the provisions of the brokerage agreement within the meaning of the Turkish Code of Obligations article 520 and the following articles.
- **3.9.** SIDES accept, declare and undertake that they have examined the immovable title deed and zoning records.

## **ARTICLE 4 - NOTIFICATION AND ADDRESS CHANGE**

All kinds of notifications to be made regarding this contract shall be made to the addresses of the SIDES stated above.

The SIDES agree that the above-mentioned addresses are legal notification addresses. In case of any change in the addresses of the SIDES specified in the contract, the notification sent to the addresses written in the contract shall be deemed to have been served whether or not it reaches the addressee, unless the situation is notified to the other party by a notary public.

#### ARTICLE 5 - PRIVACY AND PROTECTION OF PERSONAL DATA

**5.1.** SIDES will comply with the obligation of confidentiality, will not disclose any information such as business plans and projects, design, commercial information and secrets to be applied, commercial reports, commercial strategies, analysis, etc. to third sides during the service to be provided pursuant to the contract, or will not use or make use of this information. In this case, the other party agrees and undertakes to indemnify all kinds of damages that may arise from this. The SIDES accept, declare and undertake to pay for negative and positive damages, unless the other party can prove that they have not violated such an obligation, upon notifying in writing that they have acted in violation of this provision in any way whatsoever. The SIDES shall keep confidential any information they learned about each other during the contract, even after the termination of the contract. This provision will continue to be valid after the termination or expiration of the contract for whatever reason. In case of violation of this obligation, the violating party accepts, declares and undertakes to pay for any negative or positive loss and damage that the other party has suffered or will suffer for this reason, without the need for any further notice or warning.

**5.2.** Personal data that is shared with the RESPONSIBLE PROPERTY CONSULTANT is utilized according to the 6698 numbered Personal Data Protection Law information. The TENANT/LEASOR accepts and declares that he/she has express consent to the processing of personal data within the scope of the measures stipulated in the law.

#### **ARTICLE 6 - TRANSFER PROHIBITION**

TENANT and LEASOR; Without the written consent of the RESPONSIBLE REAL ESTATE CONSULTANT, it cannot directly or indirectly, in whole or in part, transfer the works subject to the contract or this contract or the rights and receivables arising from the contract to any third party or company, or to a third party arising from this contract cannot share in their rights and obligations.

## **ARTICLE 7 - VIOLATION OF DISPUTES**

Resolution of all disputes arising from or related to the contract to be concluded between the SIDES of this contract; Ankara Courts and Ankara Enforcement Offices are exclusively authorized.

In case of disputes between the SDDES, information and documents, commercial books, e-mail correspondences, etc. of the other party will constitute conclusive evidence within the meaning of HMK 193.

### **ARTICLE 8 - ENFORCEMENT**

This contract enters into force on the date it is signed by the sides and ends as specified in the contract unless terminated earlier.

This contract, consisting of 8 (eight) articles and 3 (three) pages, was signed in Ankara on the date of ...... in three copies, with the joint will, mutual acceptance and commitment of the PARTIES...

TENAI			ASOR
	ANK	ARA	

**Additionals:** Signature Circulars