



# LISTING AUTHORIZATION AGREEMENT

*between the Private Owner and Flex Estate*

## Parties

### 1. Owner

Name: .....  
Address: .....  
Postal code & City: .....  
Email: .....  
Phone number: .....  
Hereinafter referred to as: **“Owner”**

### 2. Flex Estate

Trade name: Flex Estate  
Chamber of Commerce (KVK): 78059534  
Located in: The Netherlands  
Email: info@flexestate.nl  
Website: <https://flexestate.nl>  
Hereinafter referred to as: **“Flex Estate”**

Owner and Flex Estate are jointly referred to as the **“Parties”**, and each separately as a **“Party.”**

Initials owner: \_\_\_\_\_

| Initials Flex Estate: \_\_\_\_\_

**Article 1 – Purpose of this Agreement**

1. Owner hereby authorizes Flex Estate to create, edit, and publish a listing (the “Listing”) for the below-described property on behalf of the Owner on the Flex Estate platform.

2. This agreement applies **solely** to the creation and publication of the Listing. Flex Estate expressly does **not** act as a real estate agent, broker, intermediary, or legal adviser.

**Article 2 – Property Details**

This agreement relates to the following property:

- Address: .....
- Postal code & City: .....
- Property type:
  - House  Apartment  Room rental  Commercial property
- Purpose of listing:
  - Sale  Rental

Additional property characteristics (number of rooms, size, special conditions, etc.) must be supplied by the Owner and will be added by Flex Estate to the Listing.

**Article 3 – Role of Flex Estate**

1. Flex Estate provides an online platform where the Owner can present the property to potential buyers or tenants.

2. Flex Estate may, upon request, partially or fully prepare the Listing, including:

- Basic description of the property;
- Processing photos, documents, and information provided by the Owner;

- Publishing the Listing on the Flex Estate platform.

3. Flex Estate does **not**:

- negotiate with potential buyers or tenants;
- provide price advice;
- offer legal, financial, or tax advice.

4. Flex Estate is **not a party** to any sale or rental agreement resulting from the Listing.

Initials owner: \_\_\_\_\_

| Initials Flex Estate: \_\_\_\_\_

#### **Article 4 – Responsibilities of the Owner**

1. The Owner guarantees that:
  - they are legally authorized to sell or rent the property;
  - all information provided to Flex Estate is accurate, truthful, and not misleading;
  - all defects, restrictions, or conditions relevant to potential buyers or tenants are disclosed.
2. The Owner indemnifies Flex Estate against any claims from third parties arising from inaccurate, incomplete, or misleading information or lack of legal authority to sell/rent the property.
3. The Owner remains solely responsible for:
  - direct communication with potential buyers or tenants;
  - conducting negotiations;
  - drafting, reviewing, and signing any sale or rental agreement;
  - arranging a notary or legal/tax professional when needed.

#### **Article 5 – Services and Fees**

1. The preparation and publication of the Listing by Flex Estate fall within the selected package and/or any add-on services purchased through the Flex Estate website.
2. All pricing, payment terms, and package validity are determined by the description on the Flex Estate website at the time of purchase.
3. Once the Listing has been created and published, the service is considered delivered. Cancellation or modification does not entitle the Owner to any refund, unless explicitly agreed otherwise.

#### **Article 6 – Duration and Removal of the Listing**

1. This agreement becomes effective upon the Owner's signature and remains valid as long as the Listing is active during the package term.
2. The Owner may request Flex Estate in writing (e.g., by email) to modify or remove the Listing.
3. Flex Estate may temporarily or permanently remove or block the Listing if:
  - there is a suspicion of fraudulent or misleading information;
  - the content violates laws or Flex Estate's terms;
  - the package term has expired.

Initials owner: \_\_\_\_\_

| Initials Flex Estate: \_\_\_\_\_

**Article 7 – Liability**

1. Flex Estate endeavors to ensure a reliable and secure platform but does not guarantee continuous availability or specific results (such as receiving responses or offers).

2. Flex Estate is not liable for:

- lack of interest or offers;
- damage arising from incorrect or incomplete information provided by the Owner;
- any damage related to negotiations or agreements between the Owner and buyers/tenants.

3. If Flex Estate is liable despite the above, liability is limited to the amount the Owner paid for the relevant service.

**Article 8 – Final Provisions**

1. This agreement is governed exclusively by Dutch law.
2. Parties will first attempt to resolve disputes amicably. If unsuccessful, disputes shall be submitted to the competent court in the Netherlands.
3. Any amendments or additions to this agreement are only valid if agreed in writing by both Parties.

**Signed in duplicate:**

Place: .....

Date: ..... / ..... / .....

**Owner**

Name: .....

Signature: \_\_\_\_\_

**Flex Estate**

Authorized by: .....

Signature: \_\_\_\_\_