APMLS

CONSUMER GUIDES

Brokerage agreement: what you sign and can negotiate

Read the agreement before marketing or searching for a property with a fee commitment.

What matters

• Portuguese law requires a written agreement identifying property and transaction, fee and VAT, insurance/guarantee, extra services and effects of any exclusivity.

• Negotiate services, marketing plan, term, reports and exclusivity before signing. If no term is stated, the law provides a six-month default.

• The fee is generally due on completion; it can be due at the promissory-contract stage if the brokerage agreement says so. Exclusivity has legal consequences to review.

• Ask how the agreement ends, what pending work remains, who pays costs and how amendments are recorded.

• Do not sign blank fields or accept a fee stated only verbally. Keep a complete signed copy.

Questions and notes

01 What is the term, and how do renewal and termination work?

02 Exclusivity: may I sell directly, and what must the firm do?

03 Exactly when does the fee become payable?

Official sources

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