

## SALES INSPECTION REPORT AND EXCLUSIVE SELLING AGENCY AGREEMENT

### 1. AGENCY

Agency  Trading As

Address

Postcode

Licence No  A.C.N.

Telephone  Fax

Mobile  Email

### 2. PROPERTY ADDRESS

Address

Postcode

### 3. OWNERS

Name

Address

Postcode

A.C.N.  (if applicable)

Telephone  Fax

Mobile  Email

### 4. ESTIMATED MARKET PRICE

Agent's Opinion \$  or in the range from \$  to \$

### 5. PRICE TO BE OFFERED FOR SALE

\$  or in the range from \$  to \$

### 6. AGENT'S RECOMMENDED FORM OF SALE

Agent's recommended form of sale is Private Treaty

### 7. FIXTURES AND FITTINGS TO BE INCLUDED

### 8. SPECIAL TERMS

Occupation: Vacant Possession  Subject to Tenancy

Covenants/Easements/Defects/Orders etc.

Special Instructions about marketing or showing the property

### 9. OWNER'S SOLICITOR/CONVEYANCER

Solicitor  Licensed Conveyancer

Name

Firm

Address

Postcode

Telephone  Fax  DX

Mobile  Email

Signature of Salesperson  Date

### 10. COMMISSION

The commission for the sale of this property is  % of the sale price / \$  This means that if your property sells for the Agency's opinion of the estimate of price, the Agency is entitled to \$  inc GST

### 11. TERM

This agreement is for an initial term of  weeks and concludes on the

### 12. MARKETING PLAN

The Marketing Plan and schedule of related fees which the Agency is entitled to are attached or are as follows:

Type of Expense	Amount	When Due and Payable
<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<b>Total</b>		\$ <input type="text"/>

These fees and charges cannot be changed unless the Owner agrees in writing.

### 13. DISCLOSURE OF REBATES, DISCOUNTS, COMMISSIONS

The Agency may receive the following discounts, rebates or commissions from third parties in respect of expenses payable by the Owner or by the Agency on the Owner's behalf pursuant to this agreement.

Name of third party	Estimated Amount
<input type="text" value="NIL"/>	\$ <input type="text" value="NIL"/>
<input type="text"/>	\$ <input type="text"/>

### 14. CONSUMER GUIDE

The owner acknowledges that the Owner received a copy of the consumer guide "Agency Agreements for the sale of residential property" on the

### 15. COOLING OFF PERIOD

You the Owner have a cooling-off period for this Agreement. If you do not wish to continue with this Agreement after you have signed, you may cancel it until 5.00pm on the next business day or Saturday. However, if you were provided with a blank copy of this Agreement and a copy of the "Agency Agreements for the Sale of Residential Property" on the previous business day and not more than one month prior to signing this agreement, you have the right to waive the cooling-off period.

### 16. AUTHORISATION

The Owner(s) of the property under this Agreement agree to appoint the Agency as an Agent for the sale of this property. I/We also acknowledge that I/we have received a copy of this Agreement at the time of signing and that all documents referred to throughout the Agreement and attached to the Agreement, form part of the Agreement.

**I/We acknowledge that I/we have read and understood this Sales Inspection Report and Exclusive Agency Agreement and the additional information appearing on the reverse side of this Agreement.**

Date

Signature of Owner

Date

Signature of Owner

Date

Signature of Salesperson

Name of Salesperson

## ADDITIONAL INFORMATION

### A. Important Information

By signing this agreement, you, as the owner (or having an interest in the property) and party to this agreement, are agreeing to appoint the Raine & Horne Agency nominated in clause 1 of this Agreement as a real estate agent to sell your property. You also warrant that you are authorised to enter into this agreement. Section 55 of the Property, Stock and Business Agents Act 2002 makes it compulsory for a real estate agent to obtain a written agreement to sell your property.

### B. Exclusive Agreement

**IMPORTANT:** This is an exclusive agency agreement. This means you may have to pay the agent commission even if another agent (or you) sell the property or introduce a buyer who later buys the property.

### C. Estimated Market Price

It is the opinion of this Agency that the true estimate of price of the property is detailed in clause 4 of this contract. The property will be listed for sale at the price, or price range, nominated in clause 5 of the contract.

### D. Authority to Deduct

Where the deposit is held by the Agency, the Agency is entitled to deduct the commission and fees at the time of settlement. Expenses will include any taxes or bank fees incurred by the Agency and attributable to this transaction.

### E. Commission

On the unconditional exchange of contracts of your property, the Agency is entitled to the payment of commission plus GST. Actual payment of this fee is ordinarily made on settlement.

Once a contract for sale becomes unconditionally exchanged, the Agency has completed its duties to you as an Agent. If the Owner does anything after the exchange of the contract that prevents the sale from settling, or the purchaser withdraws after the contract becomes unconditional, the Agency is still entitled to the commission set out above.

### F. Warning about agency agreements

**WARNING:** Have you signed an agency agreement for the sale of this property with another agent? If you have, you may have to pay two commissions if this agreement or the other agreement you have signed is a sole or exclusive agency agreement.

### G. Release of Deposit

After selling a property, you may wish to use the deposit that is kept in trust to purchase another property. This can only be done if your purchaser agrees to it. In these circumstances, the deposit will be released less the amount of commission owing to this Agency under this Agreement. You will take all steps to ensure that these instructions are also given to your solicitor or licensed conveyance, if the funds are kept in their trust account.

### H. Term of Agreement

This agreement is for the term nominated in clause 11 of this contract and concludes on the date nominated in that clause. The term will be extended for further periods of the same amount of time, unless you advise the Agency in writing that you wish to terminate the contract at the expiration of that period.

If this Agreement is for a fixed term that exceeds ninety (90) days, you are entitled to terminate the Agreement, without penalty, at any time after the first ninety (90) days, by giving thirty (30) days' notice in writing to the Agency.

If you wish to terminate the Agreement at the end of any term, you must advise the Agency in writing prior to the expiration date that you wish to terminate. When this Agreement is terminated, this Agency will provide you with a list of persons who were introduced to your property. If any of these persons purchase the property within 120 days, this Agency will be entitled to receive the commission set out above.

### I. Marketing Plan

If you require this Agency to undertake marketing of your property, please see clause 12 or the attached schedule of fees for this service.

### J. Contract for the Sale of Land

Prior to marketing or showing your property to any prospective purchaser, the Agency must have in its office a Contract for the Sale of Land. You are advised to contact your solicitor or licensed conveyance to prepare this Contract. The Agent is not authorised to enter into or sign a Contract for the Sale of Land on your behalf.

### K. Indemnity

The Owner will hold and keep indemnified the Agency against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Agency in the course of or arising out of the performance or exercise of any of the powers, duties or authorities of the Agency under this agreement.

### L. Privacy Policy

In order for the Agency to assist you to sell your property, the Agency will need to obtain personal information.

The Agency may also need to collect information in order to promote the services of the Agency and/or seek potential clients.

The Agency will not disclose any personal information, unless:

- a. it is to be used to market and sell your property; or
- b. it is to be used to market the Agency; or
- c. Such information as required by law to be disclosed.

You may access the Agency's file relating to your property, at any time by contacting the Licensee in Charge of the Agency. You also have the right to correct any information that may be inaccurate, incomplete or out-of-date.

### Endorsed by Licensee in Charge

Name

Paul Errichiello

Signature