

APPOINTMENT OF REAL ESTATE AGENT (SALES AND PURCHASES)

WARNING THE CLIENT IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS FORM.

This Form enables a person (the "Client") to appoint a Real Estate Agent for the sale or purchase of property, land and businesses.

1. CLIENT

Name: **The Business name**.....
Address:Address of business.....
.....Town.....QPost Code.....
Telephone no:..... Facsimile no:.....
Mobile telephone no:..... Email:.....
ABN:..... Registered for GST: YES NO

2. AGENT

Name:.. **Hodge Business Brokers**.....
ABN: **48286816640**.....
Address: **3 Tinonee Crt., Mackay Qld. 4740.**.....
.....
Telephone no:.. **07 49533861**..... Facsimile no: ... **07 49530947**.....
Mobile telephone no: ... **0427879672**..... Email: ... **peter@hbb.net.au**.....
Licence no: **REP2405527**..... Licence expiry date: .. **27/08/2004**.....

3. PROPERTY

Address: Q4740.....
.....
Lot: Plan:
Title Reference:

4. APPOINTMENT of AGENT

The Client appoints the Agent to perform the following service/s:

Sale of:.....
(e.g. place of residence, land, business)

Purchase of:.....

Sale by auction

The Client ~~does~~/does not [*delete as appropriate*] authorise the Agent to sell by auction.

4.1 Performance of Service

To the Agent: State how you will perform the service AND any conditions, limitations or restrictions on the performance of the service. (e.g. holding of open house, performing service as multi-list or conjunction sale, when and how auction to be conducted) *If space is insufficient, please attach additional sheet*

.....The property/ business will be actively promoted to successfully completion a contract of sale.....

4.2 Reserve or listing price:.....

4.3 Single or Continuing Appointment

The appointment is a:

- Single appointment (for a particular service)
 Continuing appointment (for a number of services over a period)

End of continuing appointment:

To the Client: If the appointment is a continuing appointment, you may revoke it by giving 90 days notice in writing to the Agent, unless you and the Agent agree to a shorter notice period (but it must not be less than 30 days).

5. OPEN LISTING, SOLE AGENCY or EXCLUSIVE AGENCY

You may appoint an Agent to sell a property on the basis of an Open Listing or a Sole Agency or an Exclusive Agency.

Open Listing

You appoint the Agent to sell the property, but you retain a right to appoint other agents on similar terms, without penalty. The Agent's appointment can be ended by either you or the Agent at any time.

Sole Agency and Exclusive Agency

You appoint the Agent for a specified term. For sales of up to 3 residential properties, the term is negotiable up to a maximum term of 60 days, after which the Agent can be reappointed for one or more further terms. In the case of 3 or more residential properties, the 60 day limit does not apply.

If you are dissatisfied with your Agent's service and want to appoint a new agent during the existing Agent's term, and your property is sold during that term, you may have to pay:

- (a) **two commissions:** a commission to each agent
(b) **damages for breach of contract** arising under the existing Agent's appointment.

When You Must Pay the Agent

The table below shows when you will have to pay the Agent, if the property is sold during the term of the Agent's appointment

Open Listing	Sole Agency	Exclusive Agency
You must pay the Agent if:	You must pay the Agent if:	You must pay the Agent if:
<input checked="" type="checkbox"/> You sell <input checked="" type="checkbox"/> Another agent sells <input checked="" type="checkbox"/> Agent sells	<input checked="" type="checkbox"/> You sell <input checked="" type="checkbox"/> Another agent sells <input checked="" type="checkbox"/> Agent sells	<input checked="" type="checkbox"/> You sell <input checked="" type="checkbox"/> Another agent sells <input checked="" type="checkbox"/> Agent sells

If you need more information before you make a choice between Open Listing, a Sole Agency or an Exclusive Agency, ask your legal adviser.

5.1 Open Listing, Sole Agency or Exclusive Agency

The appointment will be for a:

Open Listing

Sole agency

Exclusive agency

Start date _____

Start date _____

End date _____

End date _____

For the sale of residential property, the term of a Sole or Exclusive Agency is negotiable between the Client and the Agent up to a maximum term of 60 days.

5.2 End of Sole/Exclusive Agency: Option to continue as open listing

To the Client: At the end of the Sole/Exclusive Agency, you may elect to continue the appointment of the Agent as an Open Listing, which may be ended at any time by you or the Agent.

The appointment **will** continue as an Open Listing until(insert date)

The appointment **will NOT** continue as an Open Listing.

6. COMMISSION

TO THE CLIENT: *The Property Agents and Motor Dealers Regulation 2001 sets a maximum amount of commission chargeable by your Agent for residential property.*

Please note you have a right to negotiate an amount lower than this amount of commission.

In any other transaction the fees and services are negotiable.

6.1 Agreed Commission

The Client and the Agent agree that the total commission and GST payable for the service to be performed by the Agent is:

TOTAL COMMISSION % of the sale price inc. Stock or a minimum of \$5,000.....

GST 10%

TOTAL PAYMENT....% of the sale price inc. Stock or a minimum of \$5,000 plus GST...

To the Client: Percentage – Commission expressed as a percentage is worked out only on the actual sale price.

Amount – Commission expressed as an amount represents the commission payable if the property is sold at the listed price (see section 4.2 above). If the property is actually sold at a higher or lower price, the amount of commission payable may vary from the amount stated.

6.2 When Payable .On Settlement.....[Agent to insert when commission is payable]

7. FEES and CHARGES

Please note that fees and charges chargeable under this Appointment are inclusive of Goods and Services Tax (GST).

7.1 Amounts payable

.....**Nil**.....**N/a**.....

7.2 When payable

.....**N/a**.....

8. EXPENSES

8.1 Authorisation to incur expenses

The Client authorises the Agent to incur the following expenses in relation to the performance of the service/s: *[Agent to complete in relation to each service or category of service]*

8.1.1 Advertising/Marketing (if any):

..... Nil.....N/a.....
.....
.....

8.1.2 Other [e.g. photocopying, telephone calls, facsimile transmissions, bank charges, postage, auctioneer's travel costs] *[please specify nature and amount of expense]*

..... Nil... N/A...
.....
.....
.....

8.2 Agent's rebate, discount, commission or benefit

To the Agent: State the source and the estimated amount or value or any rebate, discount, commission or benefit that you may receive in relation to any expenses that you may incur in connection with the performance of the service:

Source	Estimated Amount (\$)/ Value (%)
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.....N/a.....
.....

9. SIGNATURES

To the Client: If you want more information before you sign this form, you can visit the Office of Fair Trading's website at www.fairtrading.qld.gov.au

Client

Name:

Name:

X Signature:

Signature:

Date:

Date:

Agent

Name:

Signature:

Date:

When performing this service, the Agent must comply with the code of conduct for Agents as set out in the *Property Agents and Motor Dealers (Real Estate Agency Practice Code of Conduct) Regulation 2001*. You can obtain a copy of this Code of Conduct on the Office of Fair Trading's website at www.fairtrading.qld.gov.au, from your local Office of Fair Trading (see White Pages) or by phoning (07) 3246 1500.

SCHEDULES OR ATTACHMENTS (if applicable)