



# Agency Agreement – Exclusive – FOR SALE

This Agreement conforms to the Property & Stock Agency Act 2002

**AGENT:**

<b>Phillip Banks Pty Ltd.</b> [ABN: 51 115 105 390] Real Estate Licensee 10067771   Licensee: Robert Salisbury		
Address: 2.05 / 10 Tilley Lane, Frenchs Forest NSW 2086   GST Registered: <b>YES</b>   Tel: +61 0404 117 773		
Email: <a href="mailto:info@phillipbanks.com">info@phillipbanks.com</a>   <a href="http://www.phillipbanks.com">www.phillipbanks.com</a>   Trading As: 'Phillip Banks'		

**AGENT: Joint**

Address:
Email:

**PRINCIPAL:**

Name:	ABN/ACN:	GST: YES	NO
Proof of ID:	Proof of Ownership:	Permission:	
Address		Postcode:	
Telephone:			
Other:			

**PRINCIPAL's Solicitor/Conveyancer:**

Name:	Firm:
Address	Postcode:
Contact:	

**PROPERTY Address of Property FOR SALE:**

Address:			
Size :	Rates \$	Parking \$	\$
Additional:			Other:
Vacant:			

**THIS IS AN EXCLUSIVE AGREEMENT FOR THE MARKETING AND SALE OF PROPERTY.**

**Agent's Appointment**

1. a. Principal grants Agent an 'Initial Agency Period' of / / 20 to / / 20 during which the Principal grants rights to Agent to seek prospective Buyers for Property.
  - b. This signed Agreement extends the Initial Agency Period, until such time as the Property is Sold, unless terminated in writing, by either party, allowing a minimum of **days notice**. Notice of termination shall not prejudice any obligations or rights to either party held or sustained prior to termination.
- b. Principal authorises Agent to act for the Principal's behalf, to;
  - i. Undertake initial inspection;
  - ii. Arrange inspections by prospective buyers;
  - iii. Inform prospective Buyers of special conditions pertaining to sale (if so, attached).
  - iv. obtain reference checks;
  - v. to recommend buyers
  - vi. To receive a Buyer's initial payment.
  - vii. To receive a Buyer's bank guarantee/security deposit, where if required.



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### Price

- 2. a. Price at which the Property is to be offered (or price rate) (including GST, if any) \$
  - i. Recommend method of sale
  - ii. Agent's opinion to the current estimated selling price (or price range) (including GST, if any).  
\$

### Agent's Remuneration

- 3. The Principal agrees to pay the Agent a Commission fee of: **SEE ATTACHMENT ONE** (excluding GST) of the Sale price, together with any amounts due to the Agent pursuant to the schedule overleaf, should the Agent introduce to the Principal, prior to the Principal terminating the agreement, any party who:
  - a. executes the Sale of the Property, or procures another person to execute a Sale of the Property irrespective of by whom such documents are prepared; or
  - b. enters into possession of the Property or procures another person to enter into possession of the Property; or
  - c. pays for the Property or procures another person to pay for the Property.

### Inspection

- 4. Subject to clause 2 b. ii, any prospective Buyers is entitled to inspect the Property in the following circumstances:  
**Only with the AGENT**.....

### Promotional Activities

- 5. The Property is to be adverted as per
  - a. **ATTACHMENT ONE**
  - b. Principal gives permission to Agent to erect onsite a For Lease Sign: **YES/ NO** and acknowledges that Agent is not responsible for any liability, damages or injuries incurred as a result of such.

### Service Fee, Charges and Expenses

- 6. In addition Agent shall be entitled to the following, for additional services in connection with this agreement.  
Fees:  
Item..... Amout \$.....When due and payable.....

### Variations of Fees or Expenses

- 7. Any variations to fees or expenses shall be agreed in writing by the Principal.

### Authority to Deduct

- 8. When monies are paid to the Agent, for the Principal, the Agent is hereby authorised to deduct from such monies, any fee, expense or otherwise, payable to the Agent by the Principal, before accounting to the Principal.

### Limit of Agent's Service

- 9. The Agent undertakes to perform and only perform service in conneciton with the Sale of the Property as set out herein.

### Financial Institution Taxes or Deductions

- 10. The Agent shall be entitled to be reimbursed for any taxes or deductions debited by banks or other financial institutions against the Agent's account that are attributable to the affairs of the Principal.

### GST

- 11. Should the Agent be registered for Goods and Services Tax ("GST") then the rate applicable to all fees, expenses or payments due, that are liable to GST, shall be accounted for and recompenses at the rate that is deemed liable accordng to current legislation: being, at the time of this Agreement 10%. In the event that the GST rate should change, then all payments shall be charged at the the rate that is current due to tax legislation.



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### Agent's Indemnity and Liability

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

### Financial and Investment Advice

13. The Principal acknowledges that any financial or investment advice provided by the Agent to the Principal is of a general nature only whose preparation does not take into account the individual circumstances, objectives, financial situation or needs of the Principal. The Principal is advised to consult with their own independent financial and /or investment adviser.

### Private Policy

14. The Agent uses personal information collected from or about the Principal to act as the Principal's Agent and to perform their obligations under this agreement. The Agent may also use such information collected to promote the services of the Agent and /or seek potential clients. The Agent may disclose information to other parties including advisors, media organisations, property data service providers, on the internet, to potential tenants, or to clients of the Agent both existing and potential , as well as to tradespeople, owners' corporations, valuers, government and statutory bodies, and to third parties as required by law. The Agent will only disclose information to other parties as require to perform their duties under this agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988. If the Principal would like to access this information, the Principal can do so by contacting the Agent at the address and contact numbers contained in this agreement. The Princial can also correct this information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected. If the information is not provided, the Agent may not be able to act on the Principal's behalf effectively or at all.

### Disclosure of Rebates, Discounts or Commissions in Respect of Expenses

15. The Agent may receive the following benefit, for expenses incurred by the Principal or the Agent on behalf of the Principal due to the course of pursuing this agreement.. If so they are listed below:  
Name of Third Party.....Estimated Benefit \$...../ Or.....

### Principal's Authority

16. The Principal warrants that the Principal has authority to enter into this agreement.

### Acknowledgments

17. a. The parties acknowledge that the attached Schedule forms part of this agreement.  
b. The Principal acknowledges being served with a copy of this agreement.

### Signatures

<b>Signature of Principal:</b>	Date:     /     / 202
<b>Signature of Principal:</b>	Date:     /     / 202
<b>Signature of Agent:</b>	Date:     /     / 202
<b>Signature of Agent:</b>	Date:     /     / 202



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ADDITIONAL INFORMATION