

Residential Sales Agency Agreement



Sale Property	_____ ("Property")		
	Suburb: _____	State: _____	Postcode: _____
Legal Entity/ Full Names	_____ ("Vendor/s")		
Address	_____		
	Suburb: _____	State: _____	Postcode: _____
Contact Details	Primary Contact First Name: _____	Surname: _____	
	W: _____	M: _____	H: _____ E: _____
Agent	Company Name/Legal Entity: _____		
	Company Representative: _____		
	Address: _____		
	Suburb: _____	State: _____	Postcode: _____
	ABN/ACN: _____	RLA No: _____	
	W: _____	M: _____	F: _____ E: _____
<input type="checkbox"/> The Vendor acknowledges receipt of the Form R1 prior to signing the agreement. <input type="checkbox"/> The Agent will provide a copy of this agreement to the vendor within 48 hours of its execution. <input type="checkbox"/> Comparable sales attached or provided previously. <input type="checkbox"/> The Vendor(s) gives the Agent authority to serve documents and notices including a Notice of Expiry, using this email supplied or any other email advised by the Vendor in writing.			
The duration of this agreement is <input type="checkbox"/> 90 days OR <input type="checkbox"/> other _____			
This agreement is a <input type="checkbox"/> Sole (exclusive) agency OR <input type="checkbox"/> General (non exclusive) agency			
Agents Estimated Selling Price	\$ _____		
Vendors Acceptance Price	\$ _____		
Advertised Price	\$ _____		
Method of Sale	<input type="checkbox"/> Auction <input type="checkbox"/> Private Treaty	Description _____	
Settlement Period	_____		
The Agent's Professional Fee has been agreed to _____ % (GST inclusive) of the selling price OR _____			
Expenses	The Vendor approves the marketing plan and expenses as set out on the attached annexure Marketing Schedule, of a total Marketing Package of \$ _____. All marketing expenditure is to be paid upfront on the date of this agreement unless otherwise agreed by the Agent. Despite anything else in this Agreement, the Vendor agrees to pay all marketing expenses approved and expended regardless of whether the Property is sold. If the Property is not sold or completion of the sale does not take place, the Vendor agrees to pay any outstanding marketing expenses on demand.		
Included Chattels	<input type="checkbox"/> Not applicable		
<input type="checkbox"/> Built-in furniture	<input type="checkbox"/> Fixed floor coverings	<input type="checkbox"/> Light fittings	<input type="checkbox"/> Dishwasher
<input type="checkbox"/> Rubbish bins	<input type="checkbox"/> Window treatments and fittings		
Other _____			
Excluded Chattels	<input type="checkbox"/> Not applicable <input type="checkbox"/> Vendor's; and/or <input type="checkbox"/> Tenant's		
<input type="checkbox"/> Personal effects and chattels	<input type="checkbox"/> Freestanding furniture	<input type="checkbox"/> Loose floor coverings	<input type="checkbox"/> Dishwasher
<input type="checkbox"/> Rubbish bins	<input type="checkbox"/> Garden pots and ornaments		
Other _____			
Tenancy	Is the sale subject to an existing tenancy? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Managing Agent _____	Agent contact details _____		
Tenant Name/s _____	Tenant contact details _____		
Term <input type="checkbox"/> Fixed <input type="checkbox"/> Periodic	Commencement Date _____	End Date _____	Rent _____
Is the bond with tribunal <input type="checkbox"/> Yes <input type="checkbox"/> No Security bond \$ _____			
<input type="checkbox"/> Are you registered for GST? <input type="checkbox"/> Yes <input type="checkbox"/> No The Vendor agrees to obtain their own independent taxation advice and provide the Agent with any GST and tax implications for the sale of the property <input type="checkbox"/> Should the Vendor have a swimming pool or spa, the Vendor acknowledges the legal requirement to ensure it is safety compliant with fencing prior to settlement in accordance with the Development Act Section 71AA 1993. <input type="checkbox"/> The Agent has authority to accept an offer by executing an agreement to sell the property on behalf of the Vendor <input type="checkbox"/> Vendor to advise previous agency (if any) that the property has been withdrawn and any Agreement lawfully terminated <input type="checkbox"/> Vendor agrees to appoint a third party to undertake the preparation of the Section 7 Statement ("Form 1 Services") and to pay directly the third party for those services. <input type="checkbox"/> Other matters agreed (if any): _____			

- 1. Agency Agreement:** You agree to engage us to market and sell your property ("Property") for a price that is acceptable to you (or any other amount agreed by you throughout the Agreement); using the stated process; using the authorised expenses amount; and for the stated period of time either exclusively or not; as stated above.
- 2. Professional Fee** is immediately payable by the Vendor to the Agent: upon completion of the sale of the Property; or the Agent effects the sale of the Property; or during a Sole Agency the Vendor enters into a contract to sell the Property notwithstanding that the purchaser may not have been introduced by, or sourced by, the Agent; or the Agent introduces or otherwise procures a purchaser and the Vendor enters into a contract (including an option to purchase) for the sale of the Property with that purchaser within six (6) months from the date the Agent introduced that purchaser to the Property (unless clause 3 is applicable); or a contract for the sale of the Property is effected by the Agent and entered into by the Vendor, and that contract is terminated due to the breach, default or unwillingness of the Vendor; or the Vendor is a Body Corporate or trustee, and a contract for the sale of the Property through the purchase of an interest in the Body Corporate or beneficial interest of the trust is effected by the Agent; or the Agent procures an unconditional contract for the sale of the Property containing a price offer for the Property at or above the Vendor Acceptance Price, or, in the case of auction, at or above the Vendor's reserve price, or, such other price as may be agreed by the Vendor in writing and, the Vendor refuses to enter into that contract (unless clause 3 is applicable).
- 3. Professional Fee not payable:** to the Agent where if more than one general agency exists, the contract for sale and purchase of the Property is procured or effected by another registered agent; or the Vendor has, following expiration or the termination of the sole agency agreement, entered into a new sole agency agreement with another registered agent (as defined under the Land Agents Act 1994).
- 4. The Vendor warrants that:** it is the owner of the Property with legal capacity or has the written authority to enter into this Agreement; it has, and will continue to, disclose to the Agent all relevant information relating to the Property and that all such information is true and correct; all fittings and fixtures to be included in the sale of the Property are in working order; all disclosures made by the Vendor at any time to the Agent are true and accurate in all respects; it holds appropriate insurance in respect of the Property; it has disclosed to the Agent the existence of any other current agency agreement in place in respect of the Property; and it has sought or will obtain professional accounting advice on the GST and tax implications of this sale or has otherwise made itself fully aware of those implications.
- 5. The Vendor expressly acknowledges** and agrees that: the Agent may receive a benefit as in this Agreement and the Vendor consents to the Agent receiving that benefit(s) (if any); any amount owing by the Vendor to the Agent is deemed a debt of the Vendor to the Agent and if an amount owing by the Vendor remains outstanding for seven (7) days, the Agent may issue a written notice to the Vendor requiring payment within three (3) business days; and in addition to any amounts owing to the Agent, the Vendor is expressly liable for any and all costs associated with the recovery and collection of those monies by the Agent from the Vendor (including legal fees on a full indemnity basis).
- 6. This Agreement can be terminated** by written agreement between the parties and, a withdrawal from sale by the vendor is permitted but such withdrawal does not constitute termination of this Agreement. If this Agreement is entered into as a result of the Vendor making an offer to purchase another property of the Agent, the Vendor may, during this Agreement, terminate this Agreement by written notice to the Agent within seven (7) days of rejection of that offer or lawful termination of any resulting contract.
- 7. The Vendor authorises** the Agent to: advertise and market the Property in such a manner as the Agent considers appropriate; appoint an auctioneer (if any) to assist in conducting an auction of the Property; sign, on behalf of the Vendor, any contract for the sale of the Property effected by public auction and to authorise the auctioneer to sign such a contract on behalf of the Vendor; accept any monies due to the Vendor prior to settlement in respect of the sale or proposed sale of the Property; transfer to itself from trust any monies payable to the Agent under this Agreement; and serve the tenant any written notice/s required under the Residential Tenancies Act 1995 (if applicable).
- 8. The Agent will:** use its best endeavours to sell the Property at the Vendor's Acceptance Price; market and promote the Property for sale in accordance with this Agreement; negotiate the terms and conditions of sale with prospective purchasers in accordance with the Vendor's instructions; provide to the Vendor a copy of any signed offer within forty eight (48) hours of receipt of such offer, or as otherwise agreed with the Vendor; complete and serve all forms and notices required to be served by the Agent on behalf of the Vendor under the relevant laws; unless directed otherwise by the Vendor, utilise the standard form of contract for sale and purchase of property authorised and approved by REISA from time to time; and at all times act in the best interests of the Vendor, and in compliance with its obligations under the Land & Business (Sale & Conveyancing) Act 1994 and associated Regulations.
- 9. The Agent collects and uses the Vendor's Personal Information** and other information about the Vendor and/or the Property acquired by the Agent in the course of acting for the Vendor (collectively "the Information") to perform the services and functions required in connection with this Agreement ("Primary Purpose"). Without limiting the generality of this clause, the Agent may disclose the Information to third parties as may be required to facilitate marketing and promotion activities, to arrange any works, repairs and maintenance in respect of the Property (if applicable), to comply with legislative requirements and for administration purposes; and in addition to the Primary Purpose, the Vendor acknowledges and agrees the Agent may subject to the Privacy Act 1988 (Cth) (where applicable), collect, use and disclose the Information to promote the services of the Agent to the public and/or to seek potential clients; and disclose the Information to third parties such as, but not limited to, other real estate businesses, real estate related bodies, valuers, data collection agencies, financial institutions and media organisations.
- 10. Other matters:**

Agreed by Vendor

Date

Agreed by Vendor

Date

Agreed by Agent

Date

Agent Name