

Appointment of real estate agent—Sales and purchases

Property Agents and Motor Dealers Act 2000

This form is effective from 1 July 2009

ABN: 97 406 359 732

Department of **Employment, Economic Development and Innovation (DEEDI)**

WARNING

The client is advised to seek independent legal advice before signing this form.

This form must be completed and given to the client before the agent performs any service for the client.

Failure to do so may result in a penalty and loss of commission.

This form enables a person (the 'client') to appoint a real estate agent (the 'agent') for the sale or purchase of property, land and businesses.

Instructions

Please complete in **BLOCK** letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY. If you need help completing this form, please contact the Office of Fair Trading on 13 13 04.

Part 1—Client details

To be completed by the client (the person/company who the service will be performed for).

First names Last name

Company name (if applicable)

BN / ACN:

ABN: Registered for GST: Yes No

Address

Suburb State Postcode

Phone () Fax ()

Mobile Email

Part 2—Agent details

Agent's logo (optional).

Agency name

ABN: Registered for GST: Yes No

Licensee name

Address

Suburb State Postcode

Phone () Fax ()

Mobile Email

Licence number Licence expiry / /

Part 3—Property details

Please provide details of the property.

Address

Suburb State Postcode

Lot Plan

Title reference

Part 4—Appointment of agent

4.1 Appointment of agent

If insufficient space, please attach.

The client appoints the agent to perform the following service/s:

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

Sale by auction

The client does does not authorise the agent to sell by auction.

4.1.1 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).

.....

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).

Part 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 one or two residential properties, the term is negotiable up to a maximum term of 60 days. The agent can be reappointed for one or more further terms using *PAMD Form 23 - Reappointment of real estate agent, pastoral house or auctioneer*. In the case of three 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; and
- b) damages for breach of contract arising under the existing agent's appointment.

If you need more information before you make a choice between open listing, a sole agency or an exclusive agency, ask your legal adviser.

The appointment will be for a (please tick one of the following):

Open listing Sole agency Exclusive agency

Start 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.

5.1 End of sole/exclusive agency, option to continue as an open listing

To the client: At the end of the sole/exclusive agency, the client may elect to continue the appointment of the agent as an open listing, which may be ended at any time by the client or the agent.

- The appointment **will** continue as an open listing until (insert date).
- The appointment **will NOT** continue as an open listing.

Part 6—Assignment clause

Tick whether you agree or disagree with the assignment. In the absence of a tick and initials, it is taken that the client does not agree to this assignment clause.

The client agrees that the agent may, at any stage throughout the appointment, assign the appointment to another real estate agent without changing the terms of the appointment.

I **agree** with the assignment clause. I **disagree** with the assignment clause.

Client to initial:

Note: The client will receive notice of the assignment, including the name and business address of the agent being assigned the appointment.

Part 7—Commission

7.1 Agreed commission

Please note that you (the client) will:

- have to pay Goods and Services Tax (GST) on any commission chargeable under this appointment; and
- have the right to negotiate the commission, charges and services.

To the client: The *Property Agents and Motor Dealers Regulation 2001* sets a **maximum amount** of commission chargeable by your agent for residential property.

You have a right to negotiate an amount lower than this amount of commission. In any other transaction, other than residential, the fees and services are not regulated.

Agreed commission: The client and the agent agree that the maximum commission (and GST) payable for the service to be performed by the agent is:

You must express the commission in both formats

Dollar amount	Percentage
Total commission \$ %
GST \$ %
Total payment \$

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 reserve or listing price (see Part 4.2 above). The amount of commission payable may vary from the amount stated.

Part 8—Fees and charges

8.1 Amounts payable

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

Amounts payable (list fee/charge and amount):

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8.2 When payable

Agent to specify when commission, fees and charges are payable.

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Part 9—Expenses

9.1 Authorisation to incur expenses

Agent is to complete in relation to each service or category of service.

Attach schedule if extra space is required.

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.)*

9.1.1 Advertising/marketing (if any):

.....

..... Authorised amount \$:

9.1.2 Other (e.g. photocopying, telephone calls, facsimile transmissions, postage, etc):

Description of expense

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9.2 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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Part 10—Signatures

Client 1

Please note: If more than two clients, please photo copy this page when blank and attach when complete.

All parties are to sign and keep a copy of this appointment.

To the client: If you want more information before you sign this form, visit the Office of Fair Trading's website at www.fairtrading.qld.gov.au or call 13 13 04. All parties are to sign and keep a copy of this appointment.

Signature

Signatory (print name)

Date signed / /

D

D

M

M

Y

Y

Y

Y

Client 2

Signature

Signatory (print name)

Date signed / /

D

D

M

M

Y

Y

Y

Y

Agent

Signature

Signatory (print name)

Date signed / /

D

D

M

M

Y

Y

Y

Y

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*.

**SCHEDULES OR ATTACHMENTS
(if applicable)**