

Appointment of real estate agent

—Commercial and industrial sales, leasing and property management

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 appointment 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 for the agent.

Instructions

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 (other than residential property); or
- to perform one or more letting, leasing or property management services for the client (other than residential property).

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/business details

Please provide details of the
property or business (e.g.
industrial premises) to be sold,
leased or managed.

Address

Suburb State Postcode

Lot Plan Title reference

Description of property/type of business

Part 4—Appointment of agent

4.1 Appointment of agent

If insufficient space, please attach schedule.

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

- Letting/leasing of property Collection of rent Purchase
- Sale by auction Sale by private treaty Sale by tender
- Other real estate service/s (please specify)

.....
(if insufficient space, please attach schedule)

4.2 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 5—Performance of service

Conditions, limitations or restrictions include multi-list or conjunctual sales, when and how any auctions may be conducted, time restrictions and vendor directions.

Agent and client to agree on and outline here how the services will be performed and any conditions, limitations or restrictions on the performance of the services:

.....
.....
(if insufficient space, please attach schedule)

Part 6—Single or continuing appointment

The appointment is a: Single appointment Continuing appointment
(for a particular service). (for a number of services over a period).

End of continuing appointment:

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

Agreed notice (if less than 90 days) is: days.

The term of the appointment can be renewed by mutual agreement between the agent and client by completing *PAMD Form 23 Reappointment of real estate agent, pastoral house or auctioneer*.

Part 7—Listing price, leasing or rental charge

Reserve or listing price (sales):

.....

.....

.....

..... OR

Listed leasing or rental charge (letting and property management):

.....

.....

.....

.....

Part 8—Open listing, sole agency or exclusive agency

Under Queensland law, there is no maximum period of a sole or exclusive agency appointment for commercial and industrial property. 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 client may appoint an agent to sell a property on the basis of an open listing, sole agency or an exclusive agency.

For sole and exclusive agency only

If the client is dissatisfied with the agent's service and appoints a new agent during the existing agent's term, and the property is sold during that term, the client may have to pay two commissions (a commission to each agent) and damages for breach of contract arising under the first agent's appointment.

Leasing and property management may also be subject to a sole or exclusive agency agreement and will be subject to the terms of that appointment. **NOTE:** sole or exclusive agency for leasing or property management is not regulated under this Act.

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

Open listing Sole agency Exclusive agency

Start date End date

Part 9—End of sole/exclusive agency, option to continue as open listing

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 10—Commission

10.1 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.

Under Queensland law there is no maximum cap on commission charged for commercial real estate appointments, only what is negotiated and agreed upon by the client and agent.

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 \$
Other (please specify) \$

Percentage: Commission expressed as a percentage is worked out only on the sale price or the amount of rent or leasing fee actually collected.

Amount: Commission expressed as an amount represents the commission payable if the property is sold, rented or leased at the listed charge (see Part 7 above). If the actual sale price, or the amount of rent collected, is higher or lower than the listed charge, then the amount of commission payable may vary from the amount stated above.

10.2 When payable

Agent and client to agree when commission is payable.

.....

Part 11—Fees and charges

11.1 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):

.....

Part 11—Fees and charges continued

11.2 When payable

Agent to specify when fees and charges are payable.

.....

11.3 Maximum value

Letting/leasing management only.

The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is: \$

Part 12—Expenses

12.1 Authorisation to incur expenses

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

Attach schedule if extra space is required.

Note: Only the actual amount of any expense can be retained or recovered by the agent, if expenses are authorised.

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.)

12.1.1 Advertising/marketing (if any):

.....

..... Authorised amount \$:

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

Description of expense

.....

12.2 Agent's rebate, discount, commission or benefit

The client agrees and acknowledges the agent may receive the following rebate, discount, commission or benefit in relation to any expenses the client may incur in connection with the performance of the service:

Source

Estimated amount (\$) / Value (%)

.....

Part 13—Signatures

Client 1

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

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 / /

Client 2

Signature

Signatory (print name)

Date signed / /

Agent

Signature

Signatory (print name)

Date signed / /

SCHEDULES OR ATTACHMENTS (if applicable)