

## AUTHORITY OF AGENT TO ACT ON BEHALF OF BUYER

To ..... ("the Agent")  
I/We ..... ("the Buyer")  
of .....

**IT IS HEREBY AGREED**

**1. AUTHORITY**

The Buyer authorises the Agent from and including the date of this Agreement until midnight on ...../...../..... inclusive ("the Authority Period") and any extension of the said period to

- \* A) present to the Buyer selected real estate or businesses for consideration for purchase at a price of approximately \$..... or such other price agreed to by the Buyer, and/or provide general advice;
- \* B) negotiate the purchase of a property/business selected by the Buyer or a Property introduced to the Buyer by the Agent.  
(\* delete or complete as appropriate whenever asterisk (\*) appears)

**2. AGENT'S FEE**

**Notice: Fees charged by real estate agents are not fixed by law, and are to be agreed between buyer and agent.**

"GST" means the Goods and Services tax introduced pursuant to A New Tax Sytem (Goods and Services Tax) Act 1999.

- 2.1 If Clause 1A applies then in consideration for the Agent agreeing, during the Authority Period, to present properties or businesses or to provide general advice to the Buyer and in recognition of the professional advice and services, the Buyer agrees to pay to the Agent a non-refundable fee INCLUSIVE OF GST \$ ..... ("the non-refundable fee") payable whether the Buyer enters into a contract of sale or not for which, \*the Buyer's cheque is attached, or \*is to be paid within seven (7) days of the date of invoice. [.....] initials
- 2.2 If Clause 1B applies, then the Agent shall be entitled to be paid an Agent's Buying Fee if during the Authority Period the Agent either negotiates the purchase of a property or business selected by the Buyer, or effectively introduces the Buyer to a property or business and the Buyer subsequently enters into a binding contract for the purchase of a property or business or gets another associated person or entity to buy a property or business or otherwise becomes a legal or beneficial owner of a property or business.

The following Agent's Buying Fee has been agreed:

- \* (a) The Agent's Buying Fee inclusive of GST is \$ ..... , or [.....] initials
- \* (b) The Agent's Buying Fee is \$ ..... plus GST totalling \$ ..... , or [.....] initials
- \* (c) The Agent's Buying Fee is ..... % of the actual Purchase Price plus GST [.....] initials  
For example, if the actual Purchase price is \$ ....., then the Buying Fee is \$ ..... plus GST, totalling \$ ..... , or
- \* (d) as per attached Schedule ..... [.....] initials  
(\* delete or complete as appropriate whenever asterisk (\*) appears)

**3. MARKETING CHARGES AND EXPENSES**

The maximum Marketing Charges and Expenses the Buyer authorises the Agent to incur on the Buyers behalf are

\$ ..... [.....] initials

**If the Buyer disputes the fee payable to the Agent on the grounds that it is unjust the Buyer may refer the dispute to the Real Estate and Business Agents' Supervisory Board or REIWA for adjudication.**

Signature of Buyer(s)...../...../.....

Signature of the Agent/Agent's Representative ...../...../.....

**A TRUE COPY OF THIS DOCUMENT HAS BEEN RECEIVED BY EACH OF THE SIGNATORIES HERETO:**

Signature of Buyer(s)...../...../.....