

An agreement between the Agent and the Seller ("**the Agreement**") authorising the Agent to offer the Property for sale on the following terms and conditions:

Seller's Name ("**The Seller**")
 Address: Post Code:.....
 Tel: Fax: Mobile: Email:

Name and Address of Licenced Real Estate and Business Agent:
 ("**The Agent**")
 Address:

NB Delete or complete as appropriate wherever asterisk (*) appears in this Agreement

IT IS AGREED

<p>1. AUTHORITY PERIOD The Seller authorises the Agent to find a Buyer for the Property at:</p> <p>Number Street Suburb Whole/Part Lot Survey / Strata / Deposited / Plan / Diagram No Whole/Part Cert. of Title Vol Folio ("the Property") during the Exclusive Period from and including the date of this Agreement until midnight on / / inclusive. ("the Exclusive Period")</p>	<p>2. LISTING PRICE: \$ OR \$ TO \$</p>
<p>3. SELLING FEE NOTICE: Fees charged by real estate agents are not fixed by law and are to be agreed between a seller and agent. If the Seller disputes the fee payable to the Agent on the grounds that it is unjust the Seller may refer the dispute to the Real Estate and Business Agents' Supervisory Board or REIWA for adjudication.</p> <p>The following Selling Fee has been agreed:</p> <p>*(i) The Selling Fee inclusive of GST is \$ OR [.....] initials *(ii) The Selling Fee inclusive of GST, being% of the actual selling price of the property. (e.g., if the actual Selling Price is \$ then the Selling Fee is \$ OR [.....] initials *(iii) As set out in the attached schedule: [.....] initials</p>	
<p>4. AGREEMENT TO PAY MARKETING EXPENSES The Seller *AGREES/DOES NOT AGREE to pay to the Agent separate Marketing Expenses. If so then: <i>Select option</i></p> <p>*(i) The Seller agrees to pay up to a maximum of \$ towards the Marketing Expenses. If so, the sum of \$ is paid and is to be held in the Agent's Trust Account and will be used to pay the charges and expenses as they arise from time to time OR [.....] initials *(ii) The Seller agrees to pay up to a maximum of \$ to reimburse the Agent for Marketing Expenses. If the Property is sold during the Agent's authority period and the Agent receives the Selling Fee, then the Agent will waive reimbursement of the Marketing Expenses OR [.....] initials *(iii) As per attached schedule [.....] initials</p>	
<p>5. COSTS OF IDENTIFICATION OF AGENTS IN ADVERTISEMENTS</p> <p>(i) Pursuant to clause 8 of the REIWA Members' Codes of Practice, REIWA members who are agents are required in all advertisements to clearly show the agent's full trading name, together with the telephone number of the agent's principal licensed office or relevant branch office. (ii) The Seller *AGREES/DOES NOT AGREE to pay for the advertising costs otherwise payable under this Agreement associated with the Agent complying with the requirements of clause 8 of the REIWA Members' Codes of Practice. <i>Select option</i></p>	
<p>6. SELLER INTRODUCES BUYER Despite anything else to the contrary the Seller and Agent agree that if, during the Exclusive Period, the Seller introduces the ultimate Buyer of the Property themselves, the Seller *WILL/WILL NOT be liable to pay the Selling Fee to the Agent. <i>Select option</i> [.....] initials</p>	
<p>7. SALES TAKES PLACE AFTER THE EXCLUSIVE PERIOD The Seller *AGREES/DOES NOT AGREE to pay to the Agent the Selling Fee in circumstances where the sale of the Property to a Buyer introduced to the Property by the Agent during the Exclusive Period does not take place until after the expiration of the Exclusive Period provided that the sale takes place prior to midnight on / / 20 <i>Select option</i> [.....] initials <i>Insert Date</i></p> <p>Should the Seller elect in this clause not to be liable to pay the Selling Fee to the Agent if the sale of the Property to a Buyer does not take place until after the expiration of the Exclusive Period, then the Agent will not be entitled to the Selling Fee but the Agent is entitled to Marketing Expenses in the manner referred to in this Agreement if the Property is not sold.</p>	

Signature of Seller: Date: / /

Signature of Seller: Date: / /

Signature of Agent or Agent's Representative: Date: / /

A TRUE COPY OF THIS DOCUMENT HAS BEEN RECEIVED BY THE SELLER

Signature of the Sellers:

8. AGENT'S ENTITLEMENT TO THE AGENT'S SELLING FEE

- (a) The Selling Fee will be payable upon settlement of a transaction if during the Exclusive Period:
 - (i) the Property is sold or exchanged;
 - (ii) at any time a Buyer introduced by the Agent to the Seller or the Property, contracts to buy the Property, or gets another person or entity to buy the Property or otherwise becomes a legal or beneficial owner of the Property; or
 - (iii) the Property is sold to a Buyer in any of the above circumstances but Settlement does not occur due to the fault of the Seller;
- (b) If after the end of the Exclusive Period the Seller enters into a Selling Agency Agreement to sell the Property through another lawfully authorised Real Estate Agent, and where the new listing agent is entitled to a selling fee, then the Agent will not be entitled to a Selling Fee and clauses 7 and 8(a)(ii) will not apply.

9. DISPUTES

The Seller has the right to refer any dispute that arises with the Agent to a number of different institutions. Depending upon the nature of the dispute these institutions may include the Real Estate and Business Agents Supervisory Board, the civil and criminal legal systems, the Western Australian Department of Commerce, the Australian Competition and Consumer Commission, and the Real Estate Institute of Western Australia (Inc.).

10. AGENT'S AUTHORITY

- (a) The Agent may engage other licensed Real Estate Agents to find a buyer. If so, the Agent may pay a fee to the other agent.
- (b) The Agent is authorised to accept any deposit paid by a Buyer and to hold it as a stakeholder, or in the case of Strata Titled Property being sold before registration of the Strata Plan, as trustee for the Buyer in accordance with Section 70 of the Strata Titles Act, 1985.
- (c) If the Property is sold, the Agent is authorised to give appropriate instructions to aid settlement to the nominated conveyancer of both the Seller and Buyer.
- (d) The Agent is authorised at or prior to settlement to remit the balance of the deposit to the Seller or to the Seller's nominated conveyancer for the purpose of completing the sale after deducting the Selling Fee and any Marketing Expenses. The Selling Fee will be held on trust pending settlement.
- (e) If the Property is sold and there is no deposit, or the deposit held by the stakeholder is insufficient to cover the Selling Fee and Marketing Expenses, the Seller will pay on demand any shortfall and the Seller irrevocably authorises their conveyancer to pay the Agent the shortfall out of any monies held by the Seller's conveyancer.
- (f) The Seller authorises the Agent to sign any compulsory disclosure material given to a Buyer on behalf of the Seller.

11. MARKETING EXPENSES

- (a) If the Property is sold, any balance retained in the Agent's Trust Account (after deducting all outstanding Marketing Expenses) will be refunded in full to the Seller at settlement.
- (b) If the Seller has agreed to pay Marketing Expenses to the Seller then:
 - (i) the Seller agrees to pay the Agent at or prior to settlement all Marketing Expenses incurred by the Agent in promoting the Property; and
 - (ii) if the Property is not sold within the Exclusive Period, the Seller will reimburse the Agent on demand all outstanding Marketing Expenses.
- (c) The Agent will submit to the Seller an itemised account of all Marketing Expenses payable at the conclusion of this Agreement, or as reasonably required.
- (d) Despite anything else to the contrary, if the Seller withdraws the Property from sale, sells the Property to a Buyer introduced to the Property by the Seller or terminates this authority prior to the expiration of the Exclusive Period, the Seller will, amongst other remedies, immediately reimburse the Agent for the Marketing Expenses incurred by the Agent up until the date of withdrawal or termination.
- (e) The Agent may charge interest, at the rate of 9% per annum calculated on a daily basis, on the Marketing Expenses if an account has been rendered to the Seller and is unpaid for longer than 30 days after the date of the account.

12. SELLER APPOINTING ANOTHER REAL ESTATE AGENT

The Seller may not during the Exclusive Period, except through the Agent, appoint another agent to find a buyer. If the Seller contravenes this clause by appointing another agent during the Exclusive Period to find the buyer, that other agent finds such a buyer and the Property is sold to that buyer the Seller will be deemed to have terminated this authority and must pay to the Agent the Agent's Selling Fee and the agreed Marketing Charges and Expenses incurred by the Agent, as described in clause 4, up until the date of termination as liquidated damages. If the Agent's Selling Fee has been agreed to be a percentage of the actual selling price, for the purposes of calculating liquidated damages pursuant to this clause, the Agent's Selling Fee will be deemed to be the equivalent percentage of the Initial Listing Price or the lower amount of a range. [.....] initials

13. DEFINITIONS

"GST" means the Goods and Services Tax pursuant to A New Tax System (Goods and Services Tax) Act 1999.
 "Introduces" or "introduced" used in this form means an effective cause of the relevant sale.
 "Marketing Expenses" means all costs, charges and expenses in marketing, advertising and promoting the Property for sale in any way.
 "sold" and "sale" includes exchange or the disposition of the Property in any manner whatsoever or any part of the legal or beneficial ownership of the Property or a transaction.
 "settlement" and "transaction" each have the same meaning as each is defined in the Real Estate and Business Agents Act.

14. PRIVACY COLLECTION NOTICE

The Agent uses personal information collected from the Seller to act as the Seller'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 media organisations, on the internet, to potential buyers, or to clients of the Agent both existing and potential, as well as to parties engaged to evaluate the property, owners' corporations, government and statutory bodies and financial institutions. Further, the Agent may disclose the information to other real estate and business agents who may in the future be purchasing or considering purchasing the Agent's real estate business, or other goodwill portion of that business. The Agent will only disclose information in this way to other parties who are required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988. If the Seller would like to access this information they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Seller 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 effectively on the Seller's behalf or at all.

COMPETITION IN MARKETING EXPENSES AND THE BENEFITS OF THE EXCLUSIVE AGENCY SYSTEM

REIWA is of the view that the exclusive agency system provides the best professional incentive for agents to sell properties vigorously. Further, agents compete with each other with respect to the amounts charged for Marketing Expenses and it should be noted that agents may agree not to require payment of separate Marketing Expenses in agreements such as the one contained in this form.

IF THIS AGREEMENT IS ON SEPARATE PAGES, THEN THE SELLER SHOULD SIGN THIS PAGE

Signature of Seller: Date: / /

Signature of Seller: Date: / /