TOWNSVILLE PROPERTY CENTRE

PH (07) 4773 7333
www.townsvillepropertycentre.com.au

Dear Potential Client,

I would like to personally thank you for entrusting *Townsville Property Centre* with the marketing and sale your property.

We take our responsibility to you very seriously and make a commitment to deliver the very best real estate service available anywhere in the market.

Please complete the form to the best of your knowledge, including your full name, address and contact details on Page 1, Part 1 – Client Details.

Please then initial the bottom of every page and sign page 4 & 7 as either client 1 and or 2 as per your details on Page 1, Part 1 – Client Details.

Then kindly email the form to tpc@townsvillepropertycentre.com.au or fax back to 07 4773 7300.

Again, thank you for giving us the opportunity to work with you, I assure you our entire team's total commitment to achieving your objectives. If at any time you wish to discuss any aspect of the marketing and sale of your property, please call me on *4773 7333.*

Yours sincerely
Townsville Property Centre

Mark McIntyre
Sales Manager

Property occupations Form 6

Queensland Government

Appointment and reappointment of a property agent, resident letting agent or property auctioneer

Property Occupations Act 2014

This form is effective from 1 December 2014

ABN: 13 846 673 994

Part 1—Client details

Client 1

Note: The client is the registered owner of the property, land, or owner of the business. It can be either a company or individual.

Client name .....

Address .....

.....

Suburb ..... State ..... Postcode .....

Phone ..... Fax ..... Mobile.....

Email address.....

Client 2

Note: Annexures detailing additional clients may be attached if required.

Client name .....

Address .....

.....

Suburb ..... State ..... Postcode .....

Phone ..... Fax ..... Mobile.....

Email address.....

Part 2—Licensee details

Licensee type

More than one box may be ticked if appropriate.

Note: Annexures detailing conjuncting agents may be attached if required.

☑ Real estate agent ☐ Resident letting agent ☐ Property auctioneer

Agency name (if applicable) Townsville Property Centre

Licensee name R & M McIntyre Investments Pty Ltd

Licence number 3243510 Expiry 11 / 07 / 2016 (DD MM YYYY)

Address 641 Ross River Road

Suburb KIRWAN State QLD Postcode 4817

Phone 07 4773 7333 Fax 07 4773 7300 Mobile Not applicable

Email address tpc@townsvillepropertycentre.com.au

Part 3—Details of property or business that is to be sold, let, purchased, or managed

Please provide details of the property, land, or business as appropriate.

Note: Annexures detailing multiple properties may be attached if required.

Description .....

Address .....

Suburb ..... State ..... Postcode .....

Lot ..... Plan .....

Title reference TO BE ADVISED Parish/County .....

Part 4—Appointment of property agent

Section 1
Performance of service

Annexures detailing the performance of service may be attached if required.

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

☑ Sale ☐ Purchase ☐ Letting / collection of rent / management

☐ Auction Auction date / / DD MM YYYY

☐ Other (please specify) .....

Section 2
Term of appointment

Sole and exclusive appointments: for sales of one or two residential properties, the term is negotiable and agent can be appointed or reappointed up to a maximum of 90 days per term.

☐ Single appointment for a particular service or services

Start / / DD MM YYYY End / / DD MM YYYY

☐ Continuing appointment for a service or a number of services over a period

Start / / DD MM YYYY

Section 3
Price

State the price for which the property, land or business is to be sold or let.

Note: Bait advertising is an offence under the Australian Consumer Law.

☐ Reserve ☑ List ☐ Letting

$.....

- For auctions: If a reserve price is unknown at the time of appointment, it can be advised *in writing* at a later date.

For residential property auctions and residential properties to be marketed without a price:

- If the client agrees to marketing via an *electronic listing provider*, the client agrees for the agent to disclose to the *electronic listing provider* a price or price range of

$..... to establish a search criteria.

Section 4
Instructions/conditions

The client may list any condition, limitation or restriction on the performance of the service.

Note: Annexures detailing instructions/conditions may be attached if required.

PROPERTY IS TO BE SOLD BY PRIVATE TREATY NEGOATIONS AS PER PROPERTY CLAUSE "B" OF THE ATTACHED SCHEDULE AND
CLAUSES 1,2,3,4,5,6,7,8,9,10 AND 12 AS CONTAINED IN THE ATTACHED TERMS AND CONDITIONS APPROVED BY THE REIQ.
THE BUILDING INSPECTOR BOB GILLIS FROM QCOM BUILDING INSPECTIONS TOWNSVILLE AND TATIC PEST CONTROL IS PROHIBITED
FROM ENTERING THE PROPERTY SUBJECT TO THIS AGREEMENT.

Part 5—Termination of appointment

Residential sales of 1 or 2 properties only

Open listing: You may terminate in writing with 30 days notice or less if both parties agree.

Sole or exclusive: You may terminate in writing with 30 days notice, but the appointment will not be terminated until it has been in effect for at least 60 days.

Non-sales (for example: letting, collection of rents etc)

You may terminate in writing with 30 days notice or less if both parties agree.

Part 6—SALES: Open listing, sole agency or exclusive agency

A client may appoint an agent to sell a property, land or business on the basis of an open listing, or a sole agency, or an exclusive agency.

When you must pay the agent
To the client

This information shows when you will have to pay the agent if the property is sold during the term of the agent's appointment.

☐ Open listing

- You appoint the agent to sell the property, but you retain a right to appoint other agents on similar terms, without penalty or extra commission.
- No end date required.
- Appointment can be ended by either you or the agent at any time by giving written notice.
- The agent is entitled to the agreed commission if he or she is the *effective cause of sale*.

Part 6—SALES: Open listing, sole agency or exclusive agency continued

Note: If you sell your property after this appointment expires and the agent introduced the buyer to your property, the agent may be entitled to commission.

☐ Sole ☐ Exclusive

Sole and exclusive appointments

If you appoint a new agent during an existing agent's sole or exclusive term and the property is sold during that term, you may have to pay:

- A commission to each agent (two commissions)
- Damages for breach of contract arising under the existing agent's appointment.

Exclusive appointments

The client will pay this agent whether this agent, any other agent, or person (including the client themselves), sells the property during the term of the appointment.

Part 7—Commission

To the client
The commission is negotiable.

Make sure you understand when commission is payable. If you choose 'Other' and the contract does not settle, the agent may still seek commission.

To the agent
You should ensure that commission is clearly expressed and the client fully understands the likely amount and when it is payable. Refer to section 104 and 105 of the *Property Occupations Act 2014*.

The client and the agent agree that the commission including GST payable for the service to be performed by the agent is:

3% of the sale price

.....

When commission is payable

☑ For sales, including auctions, commission is payable if a contract is entered into and settlement of the contract occurs.

☐ Other .....
(for specific other circumstances in which commission is payable see annexure).

For all other types of appointments:
Upon Settlement

.....

Part 8—Authorisation to incur fees, charges and expenses

The client authorises the agent to incur the following expenses in relation to the performance of the service/s. Annexures may be attached if required.

Section 1
Advertising/marketing

To the client
Your agent may either complete this section or attach anexures of marketing/ advertising activities.

No Sale No Charge Package - Payable if sold Upon Settlement

Authorised amount $599.00

When payable DD / MM / YYYY

Section 2
Repairs and maintenance
(if applicable)

The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is $ Not applicable

Part 8—Authorisation to incur fees, charges and expenses continued

Section 3
Other

Description of fees and charges.

The agent may either complete this section or attach annexures.

Description	Dollar amount	When payable
TITLE SEARCH	AT COST	UPON INVOICE
BODY CORP DOCS (if applicabl	AT COST	UPON INVOICE

Section 4
Agent's rebate, discount, commission or benefit incurred in the provision of or performance of the service

Service	Source	Estimated amount

Part 9—Signatures

WARNING: THE CLIENT IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS FORM.

This form enables the client to appoint, or reappoint, a property agent, resident letting agent or property auctioneer (the 'agent') for the sale, letting/management, collection of rent, auction or purchase of real property, land or businesses. 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 for the agent. If you are unclear about any aspect of this form, or the fees you will be charged, do not sign it. Seek legal advice. If you need more information about this form including what an agent needs to disclose, you can visit the Office of Fair Trading website at **www.fairtrading.qld.gov.au** or phone on **13 QGOV** (13 74 68).

Client 1

Full name .....

Signature ..... D D / M M / Y Y Y Y

Client 2

Full name .....

Signature ..... D D / M M / Y Y Y Y

Agent

A registered real estate salesperson working for an agency can sign this form on behalf of the licensed agent.

Full name .....

Signature ..... D D / M M / Y Y Y Y

Schedules and attachments

List any attachments.

Annexure A - Marketing Annexure
Annexure B - No Sale No Charge Package Annexure

Part 10—Reappointment

Use this section to reappoint your agent. A new appointment form is required if any of the terms or conditions are to change. Your agent can only be reappointed within 14 days before the contract ends - not before.

I/we (the client) reappoint .....

.....(the agent) to D D / M M / Y Y Y Y

Clients name .....

Signature ..... D D / M M / Y Y Y Y

Clients name .....

Signature ..... D D / M M / Y Y Y Y

This is the end of the approved form. Please note, any annexures/schedules form part of the appointment contract.

REIQ
REAL ESTATE INSTITUTE QUEENSLAND
Accredited Agency

Appointment of Real Estate Agent
(Residential Sales)

ITEMS SCHEDULE

A PRIOR APPOINTMENT

Pursuant to Section 21 of the *Property Occupations Regulation 2014* (Qld), prior to accepting this Appointment of Property Agent, the Agent must take reasonable steps to find out whether the Client has already appointed another property agent to perform the service(s) listed in this Appointment of Property Agent.

☑ The Client acknowledges that the Agent has taken reasonable steps to find out whether the Client has already appointed another property agent to perform the service(s) listed in this Appointment of Property Agent.

☐ The Client further warrants that another property agent has not been appointed to perform the service(s) listed in this Appointment of Property Agent.

☐ If the Client is not able to warrant that another property agent has **not** been appointed to perform the service(s) listed in this Appointment of Property Agent, the Client acknowledges that a statement in accordance with Section 21 (4) of the *Property Occupations Regulation 2014* (Qld) has been provided by the Agent.

Note: A copy of the statement provided to the Client must be annexed to this Appointment of Property Agent.

B ADVICE AS TO MARKET PRICE

(Select applicable Box)

Has the Client requested information regarding the price at which the Property is to be offered for sale? ☐ Yes ☐ No

If Yes, ☐ The Client acknowledges receipt of the Comparative Market Analysis; OR

☐ The Client acknowledges receipt of the written explanation showing how the Agent decided the market value of the Property.

COMPARATIVE MARKET ANALYSIS

Compares the Property with at least 3 properties sold within the previous 6 months that are of a similar standard or condition to the Property and are within 5km of that Property.

☐ Listed below; OR

☐ Listed in the attached Comparative Market Analysis (attach analysis)

ADDRESS OF PROPERTY:	SALE PRICE:	DISTANCE FROM PROPERTY:
	$	
	$	
	$	
	$	
	$	

Comments:

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Note: Pursuant to sections 214 and 216 of the Property Occupations Act 2014 (Qld), where the Property is to be marketed without a price and/or the Property is residential property to be sold by auction, the Agent must not disclose a price guide for the Property or what he/she considers is a price likely to result in a successful or acceptable bid for the Property.

However, the Agent may give a person a Comparative Market Analysis, or the written explanation showing how the Agent decided the market value of the Property, if the Client provides written consent.

The Client:

☐ Authorises

☐ **Does not** authorise

the Agent to give a potential Buyer either the Comparative Market Analysis or the written explanation showing how the Agent decided the market value of the Property.

C MANAGING AGENT OF PROPERTY (If Applicable)

AGENCY:

PROPERTY MANAGER:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

D SOLICITOR'S DETAILS FOR CLIENT

NAME:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: FAX: EMAIL:

☐ To be provided to the Agent by the Client at a later date as not known by the Client when entering into this Agreement.

E PUBLIC LIABILITY

INSURER: OWNER TO PROVIDE

AMOUNT OF COVER: $

POLICY NUMBER: OWNER TO PROVIDE

EXPIRY DATE:

F AUCTION

The Client instructs and authorises the Agent to sell the Property by Public Auction.
(Select applicable box)

☐ No - Clause 11 of this Agreement will not apply.

☐ Yes - Clause 11 of this Agreement will apply and the following details must be completed.

(1) Date of Auction:

(2) Place of Auction:

(3) Time of Auction:

(4) Fee for Auctioneer: $

(5) Terms of Sale: ☐ Cash, with Settlement 30 days from the date of the Contract ← *Select applicable box*

☐ Other (*please specify*):

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G PRIVACY

☑ The Client acknowledges that they have, where necessary, been provided with and completed, a Privacy Notice and Consent by the Agent in the form **annexed** to this Appointment of Property Agent or located on the Agent's website at:

www.townsvillepropertycentre.com.au

and they fully understand that the collection and use of personal information contained in the *Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer*, this Schedule, the Essential Terms and Conditions and any additional annexures, is in accordance with the Privacy Notice and Consent.

H REQUIREMENTS FOR SOLE OR EXCLUSIVE AGENCY

☑ The Client acknowledges and accepts that the following notice is provided in accordance with the Agent's obligations under Section 103 of the *Property Occupations Act 2014* (Qld):

(1) The Agent has, in accordance with the requirements of the Property Occupations Act 2014, discussed with the Client:

(a) whether the Appointment of Agent is to be for a sole agency or and exclusive agency; and

(b) the proposed term of the appointment; and

(c) for an appointment for the sale of residential property other than a commercial scale appointment, the Client's entitlement to negotiate a term of the appointment up to a maximum of 90 days; and

(d) the consequences for the Client if the Property is sold by someone other than the Agent during the term of the Appointment.
(Note: The Client should refer to Clause 5 of the Essential Terms and Conditions)

☑ The Client acknowledges that the above matters have been discussed before signing the Appointment of Property Agent.

I FACTS MATERIAL TO THE SALE OF THE PROPERTY

Note: Agent must take reasonable steps to find out/verify any facts material to the sale of the Property

J SIGNATURES

Client 1: _____ Date: _____

Client 2: _____ Date: _____

Agent: _____ Date: _____

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PROPERTY DESCRIPTION DETAILS

RES

Property type *(select one)*

- ☐ House
- ☐ Unit
- ☐ Duplex
- ☐ Apartment
- ☐ Mobile Home
- ☐ Townhouse
- ☐ Acreage
- ☐ Farm
- ☐ Vacant Land

For sale at price: $ _____

OR ☐ Auction ☐ Tender

☐ Negotiation

Search Price Indicator

Min $ _____

Max $ _____

Agency Period

From _____

To _____

↑ *Enter expiry date of listing agreement*

ADDRESS: _____

_____

SUBURB: _____ STATE: _____ POSTCODE: _____

Room details *(Total number of rooms)*

Bedrooms		BI	
Lounge			
Dining			
Lounge/Dining Comb			
Rumpus/Family			
Media room			
Bathroom			
Kitchen			
Dining/Kitchen Comb			
Pantry			
Ensuite			
Separate toilets			
Separate shower			
Laundry			
Study/Office			
G/shed/Shed/Stables			
Other rooms			

Construction *(select as applies)*

- ☐ Brick
- ☐ Timber
- ☐ Concrete
- ☐ Hardiplank
- ☐ Fibro
- ☐ Rendered
- ☐ Cladding
- ☐ Brick Veneer
- ☐ Block

Roof *(select one)*

- ☐ Tiles
- ☐ Fibro
- ☐ Iron
- ☐ Colorbond

Style *(select one)*

- ☐ Colonial
- ☐ Contemporary
- ☐ Brick and tile
- ☐ Federation
- ☐ Mediterranean
- ☐ Pole home
- ☐ Queenslander
- ☐ Post War

Type *(select one)*

- ☐ Highset
- ☐ Lowset
- ☐ Split-level
- ☐ Double storey
- ☐ Multilevel

Services *(select as applies)*

- ☐ Town water
- ☐ Sewered
- ☐ Septic
- ☐ Gas in street
- ☐ Cable in street

Car Parking *(# of spaces)*

Garage	
Carport	
Other	

Interior Walls *(select as applies)*

- ☐ Plasterboard
- ☐ Timber
- ☐ Brick
- ☐ Block
- ☐ Fibro

Appliances *(select as applies)*

- ☐ Gas stove
- ☐ Electric stove
- ☐ Oven
- ☐ Hot Plate
- ☐ Rangehood
- ☐ Microwave
- ☐ Refrigerator
- ☐ Dishwasher
- ☐ Disposal Unit
- ☐ Washing machine
- ☐ Dryer
- ☐ Ducted vacuum

Hot water system *(select as applies)*

- ☐ Gas
- ☐ Electric
- ☐ Solar

Features *(select as applies)*

- ☐ Cable TV
- ☐ Fireplace
- ☐ Air conditioned
  - ☐ Ducted
  - ☐ Split Systems
- ☐ Heated
- ☐ Veranda/Deck
- ☐ Entertaining area/Pergola
- ☐ Terrace/Paved
- ☐ BBQ
- ☐ Bar
- ☐ In-ground pool
- ☐ Above-ground pool
- ☐ Fenced
  - ☐ Sides fenced
- ☐ Tennis court
- ☐ Water frontage
- ☐ Water access
- ☐ Jetty
- ☐ Spa
- ☐ Sauna
- ☐ Gym
- ☐ Ceiling fans
- ☐ Security system
- ☐ Intercom system
- ☐ Rain water tank

Community Facilities *(close by)*

Primary school		m
Secondary school		m
Bikeway		m
Park		m
Sporting facilities		m

Transport *(close by)*

Bus		m
Train		m
Ferry		m

Outlook *(select one direction)*

☐ North	☐ East
☐ South	☐ West
☐ North-east	☐ South-east
☐ South-west	☐ North-west

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PROPERTY DESCRIPTION DETAILS *(Continued)*

Age (years):

Land (approx. m^2): Land (approx. ha):

R.P.D.

Electrical safety switch: ☐ Yes ☐ No Smoke alarm: ☐ Yes ☐ No

Encumbrances: ☐ Yes ☐ No

Zoning:

Rates: $ ☐ Quarter ☐ Half year ☐ Year

Vacant Possession: days

Tenanted: ☐ Yes ☐ No

Inspection: ☐ Call listing agent ☐ 24hrs notice required ☐ Specify:

UNIT USE ONLY

Body Corporate Fees (Inc Sink Fund): $ Period:

Floor level: Lift: ☐ Yes ☐ No *(select one)*

COMMENTS

SIGNATURE OF PARTIES

CLIENT:

PHONE: MOBILE: EMAIL:

CLIENT:

PHONE: MOBILE: EMAIL:

AGENT NAME:

R & M McIntyre Investments Pty Ltd

ADDRESS: 641 Ross River Road

PO Box 1601

SUBURB: KIRWAN STATE: QLD POSTCODE: 4817

SALESPERSON:

PHONE: 07 4773 7333 MOBILE: Not applicable EMAIL: tpc@townsvillepropertycentre.com.au

Client's Signature: Agent's Signature:

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ESSENTIAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1 "**Act**" means the *Property Occupations Act 2014* (Qld).

1.2 "**Agent**" means the party described in Part 2 of the Appointment of Property Agent.

1.3 "**Appointment of Property Agent**" means the Queensland Government Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer. These terms and conditions and the Schedule are annexed to the Appointment of Property Agent.

1.4 "**Client**" means the party described in Part 1 of the Appointment of Property Agent.

1.5 "**Commission**" means the commission stated in Part 7 of the Appointment of Property Agent.

1.6 "**Conjunction Sale**" means a sale conducted in conjunction with other property agents.

1.7 "**Property**" means the property described in Part 3 of the Appointment of Property Agent.

1.8 "**Property Description Details**" means the particulars listed in the Property Description Details annexed to the Schedule.

1.9 "**REIQ**" means The Real Estate Institute of Queensland.

1.10 "**Schedule**" means the Residential Sales Schedule forming part of this Agreement.

1.11 "**Term**" means the term specified in Part 4, Section 2 of the Appointment of Property Agent.

2. WHAT MAKES UP THIS AGREEMENT

This **Agreement** comprises the following parts:

2.1 Appointment of Property Agent;

2.2 Schedule;

2.3 Essential Terms and Conditions;

2.4 Any additional annexures.

3. CLIENT APPOINTS AGENT

3.1 For the Commission and other fees payable by the Client, the Agent agrees to sell the Property for the Client in accordance with this Agreement.

4. PRICE

4.1 The Client instructs the Agent that the Price at which the Agent must offer to sell the Property will be the Price stated in Part 4, Section 3 of the Appointment of Property Agent, or any variation to the Price stated in Part 4, Section 3 of the Appointment of Property Agent as instructed in writing at a later date by the Client.

5. ENTITLEMENT TO COMMISSION

5.1 The Client agrees to pay the Agent Commission as specified in Part 7 of the Appointment of Property Agent if a Contract of Sale of the Property is entered into with a Buyer, whether within the Term or after the Term, where the Relevant Person is the effective cause of the sale within the Term, provided that:

5.1.1 the Contract of Sale of the Property is completed; or

5.1.2 the Client defaults under the Contract of Sale and that Contract is terminated by reason of or following that default; or

5.1.3 the Contract of Sale is not completed and the whole or part of the deposit paid is liable to be forfeited; or

5.1.4 the Contract of Sale is terminated by mutual agreement of the Client and the Buyer.

5.2 For the purposes of Clause 5.1 a Relevant Person is, where the Appointment of Property Agent is for:

5.2.1 an Exclusive Agency, any person (including the Client); or

5.2.2 a Sole Agency, any person other than the Client; or

5.2.3 an Open Listing, the Agent only.

6. AUTHORITY TO PAY COMMISSION

6.1 The Client:

6.1.1 authorises the Agent, and

6.1.2 authorises and directs the deposit holder or any other person to whom any deposit is paid under a Contract of Sale, to pay to the Agent any Commission to which the Agent is entitled immediately upon:

(a) the entitlement to Commission arising; and

(b) production of the Agreement or a copy of the Agreement;

6.2 The Client agrees that the Agent's receipt for the payment of Commission under Clause 6.1 completely discharges the deposit holder from any duty to account to the Client for the Commission paid to the Agent.

7. COMMUNICATION OF EXPRESSIONS OF INTEREST

7.1 Unless otherwise agreed in writing between the Client and the Agent, the Client:

7.1.1 only requires the Agent to communicate to the Client:

(a) all written offers about the sale; and

(b) only those expressions of interest which the Agent determines in its discretion are to be communicated to the Client.

8. DISCLOSURE OF RELEVANT FACTS

8.1 The Client states that:

8.1.1 the Property is the Client's own property;

8.1.2 the Agent is entitled to sell the Property on behalf of the Client; and

8.1.3 the particulars about the Property contained in the Property Description Details are correct;

8.2 The Client authorises the Agent at the Client's cost to:

8.2.1 take reasonable steps to find out or verify:

(a) the ownership of the Property; and

(b) the description of the Property;

8.2.2 take such other reasonable steps to find out or verify the facts material to the sale, exchange or lease that a prudent property agent would find out or verify in order to avoid error, omission, exaggeration or misrepresentation. These steps may be taken before listing the Property and afterwards as the occasion arises;

8.3 The Client will produce to the Agent, at the Agent's request, such information as required by the Agent to satisfy the Agent of the matters referred to in this Clause 8;

8.4 This Clause 8 does not oblige the Agent to undertake searches with public authorities;

8.5 The Client warrants that the Property is safe and free from any defects for the purposes of a property inspection.

9. NOTIFICATION OF SALE TO TENANT

9.1 If the Property is tenanted, the Client states that the managing agent for the Property is as stated in Item C of the Schedule;

9.2 The Client acknowledges that where the Agent accepts an appointment to sell a property that is tenanted:

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9.2.1 The Agent must immediately give written notice of the appointment to any managing agent of the Property; and

9.2.2 The managing agent must immediately give the tenant notice of the appointment of the Agent to sell the Property.

10. COMMUNICATION AND NOTICES

10.1 All written communications under this Agreement must be given to the parties' postal address, facsimile number, email address or mobile telephone number specified in Parts 1 or 2 of the Appointment of Property Agent;

10.2 The Client consents to the use of email and facsimile in accordance with the provisions set out in Chapter 2 of the *Electronic Transactions (Queensland) Act 2001* and the *Electronic Transactions Act 1999* (Cth);

10.3 The Client authorises the Agent to give on behalf of the Client any statement or other notice that may be required to be given by the Client in accordance with any law;

10.4 Nothing in this Clause 10 requires the Agent to give a statement or other notice on behalf of the Client. The Agent may require the Client to sign the statement or other notice on the Client's own behalf.

11. AUCTION

11.1 The Reserve Price shall be the amount specified in Part 4, Section 3 of the Appointment of Property Agent or as instructed by the Client in writing prior to the time of Auction;

11.2 The date, place and time for the Auction shall be as specified in Part 4, Section 1 of the Appointment of Property Agent and Item F of the Schedule or as otherwise agreed with the Client in writing from time to time;

11.3 The general conditions of sale shall be those set out in:

11.3.1 the Conditions of Sale by Public Auction Real Property adopted by the REIQ; and

11.3.2 the copyright form of Contract and the Terms of Contract/Standard Conditions of Sale adopted by the REIQ and approved by the Queensland Law Society as at the date of the Appointment of Property Agent;

11.4 The Agent may, in the Agent's sole discretion, subcontract the performance of the Agent's services in relation to holding the Public Auction by engaging a person licensed as an Auctioneer under the Act to conduct the Public Auction on behalf of the Agent. If the Agent employs an Auctioneer then the Client shall pay the amount as specified in Item F(4) of the Schedule as a fee for the Auctioneer's services.

12. AGENT'S ENTITLEMENT TO TERMINATION PENALTY

12.1 In this Clause 12:

12.1.1 **Relevant Contract** means a relevant contract as defined in the Act; and

12.1.2 **Termination Penalty** means the amount of 0.25% of the Purchase Price under the Contract of Sale as defined in the Act.

12.2 If:

12.2.1 the Contract of Sale is a Relevant Contract; and

12.2.2 the Buyer validly terminates the contract at any time before the cooling-off period ends in accordance with the Act; and

12.2.3 the Client is entitled to retain from the deposit the Termination Penalty,

the Client agrees that the Termination Penalty will be divided equally between the Client and the Agent.

12.3 The Client:

12.3.1 authorises the Agent; and

12.3.2 authorises and directs the deposit holder or any other person to whom any deposit is paid under a Contract of Sale,

to pay to the Agent, the Agent's share of the Termination Penalty to which the Agent is entitled in accordance with the Clause 12.2 immediately upon production of the Agreement or a copy of the Agreement.

12.4 The Client agrees that the Agent's receipt for the payment of one half of the Termination Penalty under Clause 12.2 completely discharges the deposit holder from any duty to account to the Client for the Agent's share of the Termination Penalty paid to the Agent.

13. INDEMNITY

13.1 The Client shall be liable for and shall indemnify and defend the Agent, its directors, officers, employees, and agents from and against any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

13.1.1 injury, bodily or otherwise, to or death of any person;

13.1.2 loss, damage to or destruction of property, whether real or personal, belonging to the Client, the Agent or others; and

arising from or in connection with any act or omission or negligence of the Client or any other person (other than the Agent) or arising out of or in connection with the Property or this Appointment of Property Agent.

14. CLIENT AND AGENT'S ACKNOWLEDGEMENTS

The Client and the Agent acknowledge that:

14.1 they have received a copy of the Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer, the Schedule, these Essential Terms and Conditions and any additional annexures;

14.2 they have read and fully understood the Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer, the Schedule, these Essential Terms and Conditions and any additional annexures, including the warranties and indemnities contained therein and agree to be fully bound by them.

15. ENTIRE AGREEMENT

15.1 This document constitutes the entire agreement of the parties with respect to the subject matter of this document and supersedes all prior negotiations or expressions of intent or understandings with respect to the appointment of the Agent to the Property.

INITIALS

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Annexure A

PO FORM 6 + REIQ RESIDENTIAL SALES SCHEDULE & TERMS

MARKETING ANNEXURE

Extra Marketing Options - please initial next to the extras you would like.

REA - 30 day Feature Property ($390.00 approx) _____

REA - 30 day Highlight Property ($1,130.00 approx) _____

REA 30 day Premier Property ($1,739.00 approx) _____

Professional Photography ($200.00 approx) _____

Photo Signboard 1800 x 1250mm ($260.00) _____

Photo Signboard 1250 x 900mm ($220.00) _____

Text Signboard 1800 x 1250mm ($220.00) _____

Text Signboard 1250 x 900mm ($132.00) _____

Standard Signboard 1800 x 1250mm ($132.00) _____

Standard Signboard 1250 x 900mm ($70.00) _____

Slim Line Sign 2400 x 1200mm ($380.00) _____

XL Photo Sign 2400 x 1800mm ($550.00) _____

Townsville Bulletin - 1 Module Ad ($397.00) _____

Facebook Marketing (Starting from $10.00 per day) _____

Auction Fee (At TPC Cost) _____

CREDIT CARD AUTHORITY:

Card Type: VISA MASTERCARD AMEX (please circle)

Card Number: _____

Expiry Date: _____/_____CVV_____

Card holders Name: _____

Card holders Signature: _____

It is acknowledged by both the client and the agent that the credit card details below are to be used for any extra marketing fees as initialed above or the purchase of a Title Search and/or Body Corporate Documents required to create a contract for sale or any other listing agreement for properties owned by the client. The use of this credit card for any other purposes, the agent must have consent from the client in writing.

Client 1 Signature: _____

Client 2 Signature: _____

Agent Signature: _____

INITIALS

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TOWNSVILLE PROPERTY CENTRE

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NO SALE, NO CHARGE

Marketing Programme

STANDARD FEATURES

- Immediate advice to all our current buyers on data base.
- Multi-picture property brochure made available to every buyer who inspects your property.
- Standard internet advertisement on all major real estate websites through out Australia.
- Free open homes.

BONUS FEATURES

- Advertising Photos
- Colour Brochures
- Premium quality "FOR SALE" sign board.
- Open Homes
- Listed on over 14 Real Estate Websites.
- Standard Listing on Realestate.com.au
- Email brochures to our huge database

TPC TOWNSVILLE PROPERTY CENTRE INTERNET SALES SPECIALISTS

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www.domain.com.au

www.homehound.com.au

www.premises.com.au

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