

Subsequent Residential Sales Agency Agreement: Schedule



1. VENDOR 1: Primary contact:
Legal Entity/ Full Name(s):
Telephone: W: M:
Email:

VENDOR 2: Primary contact:
Legal Entity/ Full Name(s):
Telephone: W: M:
Email:

VENDOR 3: Primary contact:
Legal Entity/ Full Name(s):
Telephone: W: M:
Email:

VENDOR 4: Primary contact:
Legal Entity/ Full Name(s):
Telephone: W: M:
Email:

Are there additional vendors? Yes If yes, refer to Annexure - Additional Vendors

VENDOR PRIMARY CONTACT ADDRESS

Street 1:
Street 2:
Suburb: State: Postcode:

2. AGENT: Company Name/Legal Entity:
Company Representative:
Street 1:
Street 2:
Suburb: State: Postcode:
ABN/ACN (if applicable): RLA No:
Telephone: W: M:
Email:

3. PROPERTY: Street 1:
Street 2:
Suburb: State: Postcode:
Council area:
and being the in Certificate of Title, Volume: Folio:
*whole/part of the land
being on Plan No.
*Allotment/Section/Unit/Lot *Strata/Primary/Community/Deposited/Filed
in the area named in the Hundred of
Strata/Community Manager: T: N/A
Other description of Property:

INITIALS

Initials not required if using electronic signature

Subsequent Residential Sales Agency Agreement: Schedule



4. TERM

- 90 days or _____ days from the date of all parties signing this Agreement
 More than 90 days (refer to Annexure - Sales Agency Agreement in Excess of 90 days)

5. AGENT'S ESTIMATE OF SELLING PRICE

Single Figure: \$ _____

Comparable Sales: As attached

6. VENDOR'S ACCEPTABLE SELLING PRICE:

Single Figure: \$ _____

Vendor(s) please note clause 7.2 and sub-clause 7.2.7 in the Original Agreement.

7. MANNER OF SALE AND ADVERTISING

The Prescribed Minimum Advertising Price (PMAP) is the higher of the Agent's Estimate of Selling Price and the Vendor's Acceptable Selling Price. An agent is not permitted to advertise or represent the likely selling price of the property at less than the PMAP.

PRIVATE TREATY advertised at:

- Single Figure \$ _____ OR
 Range \$ _____ to \$ _____ OR
 No Price Representation to be quoted

PUBLIC AUCTION advertised at:

- Single Figure \$ _____ OR
 Range \$ _____ to \$ _____ OR
 No Price Representation to be quoted

to be held at *the Property _____

on ____/____/____ at _____
*am/pm

The reserve price is to be specified in writing by the Vendor prior to the auction. The reserve price **must not**, at any time before or during the auction, be set at an amount exceeding 110% of the selling price sought by, or acceptable to, the vendor as indicated above.

EXPRESSIONS OF INTEREST closing ____/____/____ at _____
*am/pm

Other (specify) _____

8. MARKETING PLAN: As attached As described below

The Vendor will pay the following marketing expenses:

Advertising / Marketing:

Print Media	_____	\$ _____
Electronic Media	_____	\$ _____
Photographs	_____	\$ _____
Signs	_____	\$ _____
Sketch / Floor plan	_____	\$ _____
Brochures / Leaflets	_____	\$ _____
Auctioneer's Fees	_____	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____
Total		\$ _____

INITIALS

Initials not required if using electronic signature

Subsequent Residential Sales Agency Agreement: Schedule



9. STATUTORY SEARCHES AND FORM 1 PREPARATION

The vendor will pay the following statutory searches and Form 1 preparation costs.

Statutory Searches \$

Form 1 Preparation \$

10. EXPENSES

Advance Expenses \$ including GST

Expenses limit \$ including GST (excluding Administration Fee)

Applicable to Term of the Sole Agency; OR

For initial marketing period expiring on / /

11. PAYMENT OF EXPENSES

The Vendor's Marketing Expenses and Statutory Costs will be paid:

In advance and payable by the Vendor into the Trust Account of the Agent no later than / /

Within 7 days of an account from the Agent; and

With any balance owing payable at settlement.

12. DISCLOSURE OF AGENT'S BENEFITS: None known refer to attached Form R2 Refer Annexure

Note: A benefit includes a rebate, discount, refund or some other benefit the Agent or another person will receive, or expects to receive from any third party, in connection with the sale or purchase of the Property.

13. OTHER VARIATIONS

INITIALS

Initials not required if using electronic signature

Subsequent Residential Sales Agency Agreement: Terms and Conditions



RECITALS

- A. The Vendor(s) and the Agent have previously entered into a Residential Sales Agency Agreement and associated variations agreed in writing from time to time (collectively referred to as the "Original Agreement")
- B. The Original Agreement has either expired or agreed to be terminated between the Vendor(s) and the Agent in accordance with the terms of the Original Agreement.
- C. The Vendor(s) and the Agent wish to enter into a new and subsequent Residential Sales Agency Agreement upon the terms and conditions herein (referred to as the "Subsequent Agreement").

TERMS AND CONDITIONS

In this Agreement, unless a contrary intention appears:

1. The Parties acknowledge and agree that the Original Agreement has now expired or agreed to be terminated by the Parties in accordance with the Original Agreement (as the case may be) and that this Subsequent Agreement represents a new agreement between the Parties.
2. Except as provided for in this Subsequent Agreement, the terms and conditions (and associated Schedule items) contained in the Original Agreement (including any variations) are expressly incorporated and agreed into this Subsequent Agreement.
3. Any capitalised definitions contained in this Subsequent Agreement have the corresponding meaning as contained in the Original Agreement except that the Schedule Items 4, 5, 6, 7, 8, 9, 10 and 11 of this Subsequent Agreement are intended to replace and be read instead of Schedule Items 5, 7, 8, 9, 19, 21, 22 and 23 respectively of the Original Agreement.
4. In the event of any inconsistency between the terms and conditions (and associated Schedule items) of this Subsequent Agreement and the terms and conditions (and associated Schedule items) of the Original Agreement, the terms and conditions (and associated Schedule items) of this Subsequent Agreement will prevail to the extent of that inconsistency.
5. Except as provided for in this Subsequent Agreement, and for the avoidance of any doubt, the following provisions contained in the Original Agreement are expressly incorporated and agreed into this Subsequent Agreement:
 - 5.1. the rights of the Vendor to terminate;
 - 5.2. the sole or general agency type of arrangement originally specified;
 - 5.3. the ability or otherwise of the Agent to accept an offer for the land on behalf of the Vendor;
 - 5.4. the description of the Property;
 - 5.5. the Agent's RLA number;
 - 5.6. the included and excluded chattels;
 - 5.7. the conditions upon which the Agent is entitled to claim a commission or fees for the sale of the Property and other related matters; and
 - 5.8. warrant that the Agent will comply with its obligations under the *Land and Business (Sale and Conveyancing) Act 1994* (and the Regulations) and will act in the Vendor's best interests.

ELECTRONIC COMMUNICATION

The parties to this agreement each consent to either of them or their representatives signing this agreement and any notices or documents under the Act by electronic signature pursuant to the *Electronic Communications Act 2000* and delivering this agreement and any notices or documents under the Act by email pursuant to the Act and the *Electronic Communications Act 2000*.

INITIALS

Initials not required if using electronic signature

Subsequent Residential Sales Agency Agreement: Execution Page



EXECUTED AS AN AGREEMENT

- The Vendor acknowledges receipt of the Form R1 prior to signing this agreement.
- The Vendor agrees that the agent is able to provide a copy of this agreement to the vendor within 48 hours of its execution.

Signed by or on behalf of Vendor 1

Date:

Vendor Name

Signed by or on behalf of Vendor 2

Date:

Vendor Name

Signed by or on behalf of Vendor 3

Date:

Vendor Name

Signed by or on behalf of Vendor 4

Date:

Vendor Name

Signed by or on behalf of the Agent

Date:

Vendor Please Note:

1. REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

Payment by EFT into Trust Account

BSB:

Trust Account Number:

Trust Account Name:

Reference:

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

INITIALS

Initials not required if using electronic signature