



APPOINTMENT OF REAL ESTATE AGENT (COMMERCIAL AND INDUSTRIAL SALES, LEASING AND PROPERTY MANAGEMENT)

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).

Name/s:

Company name (if applicable):

BN / ACN:

Registered for GST: Yes No ABN:

Address:

Phone:

Fax:

Mobile:

Email:

Part 2 - Agent details

Agency name: *NBS (Gold Coast) P/L ATF Business Brokers Int'l Trust
T/As National Business Sales*

Registered for GST: Yes No ABN: 63 190 192 368

Licensee name: *Patrick Lui*

Address: *Suite 8, Pegasus Centre, 42 Bundall Road, Bundall Qld 4217
(PO Box 8299, GCMC Bundall Qld 9726)*

Phone: *(07) 5592 3399* Fax: *(07) 5592 3844* Mobile:

Email: *info@nbs.net.au*

Licence number: *3090594*

Exp: *11/08/2008*

Part 3 - Property/business details

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

Business Name

Business Number:

Address:

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:

- | | | |
|---|---|---|
| <input type="checkbox"/> Letting/leasing of property | <input type="checkbox"/> Collection of rent | <input type="checkbox"/> Purchase |
| <input type="checkbox"/> Sale by auction | <input type="checkbox"/> Sale by private treaty | <input type="checkbox"/> Sale by tender |
| <input type="checkbox"/> Other real estate service/s (please specify) | | |

(if insufficient space, please attach schedule)

4.2 Assignment clause

Please mark the box whether you agree or disagree with the assignment.

In the absence of a marked box 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:

Refer to attached Items Schedule.

(if insufficient space, please attach schedule)

Part 6 - Single or continuing appointment

The appointment is a: Single appointment (for a particular service). Continuing appointment (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): _____ WIWO
or: \$ _____ + SAV _____ + TOL _____ + OTHER _____
and/or: \$ _____ for the Freehold Property

or

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

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):
REFER TO ATTACHED MEDIA SCHEDULE

Authorised amount (\$):

12.1.2 Other (e.g. photocopying, telephone calls, facsimile transmissions, postage, title searches, etc):
Description of expense

NIL

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 (%)

NIL

Part 13 - Signatures

Client 1

Please note: If more than 4 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

Client 3

Signature

Signatory (print name)

Date signed

Client 4

Signature

Signatory (print name)

Date signed

Agent

Signature

Signatory (print name) NATIONAL BUSINESS SALES

Date signed

SCHEDULES OR ATTACHMENTS (IF APPLICABLE)

BUSINESS SALES AND PURCHASE



Accredited Agency

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ITEMS SCHEDULE

A. Advice as to Market Price

[Cross Applicable Box]

- The Client acknowledges that the Agent has not given the Client a market price in obtaining an initial listing for the Business.
The Client acknowledges that the Agent has given the Client a market price in obtaining an initial listing of the Business in the following range:
\$..... to \$.....

The material facts which the Agent took into account in arriving at the Business' market price are:
[Cross Applicable Box]

- listed in the attached comparative marketing analysis [attach analysis]
[X] listed below:
a) Return on Investment (ROI) expected by potential buyers, b) Historical earnings plus some add-back adjustments, c) Future growth prospects, d) Risk profile of the business and of the industry, e) Recent comparable sales in the same industry, if any
(Example: comparable sales in the district)
[If additional space is needed, please supply these details in an Annexure]

B. Conjunctions

The client instructs the Agent to accept conjunctional arrangements for a Conjunction Sale of the Business with other agents during the term of this Appointment:
[Cross Applicable Box]

- No
[X] Yes Apportionment of Commission is: Appointment Agent % /Conjuncting Agent %
Approved Conjunctional Agents:

C. Solicitors Details for Client

Name:
Address:
Telephone: Facsimile:
Email:

D. Asbestos Materials

The Client states that an asbestos management plan which complies with the Code of Practice for the Management and Control of Asbestos in the Workplace: [Cross Applicable Box]

- Has been produced for the property
Has not been produced for the property
Is not required for the property

Refer Section 73 Workplace Health & Safety Regulations

Client 1: Company Name:
 Owner/Director's Name:
 Signature: Date:

Client 2: Company Name:
 Owner/Director's Name:
 Signature: Date:

Client 3: Company Name:
 Owner/Director's Name:
 Signature: Date:

Client 4: Company Name:
 Owner/Director's Name:
 Signature: Date:

Agent Company Name: *NBS (Gold Coast) P/L ATF Business Brokers Int'l Trust T/As National Business Sales*
 Licensee Name: *Patrick Lui*
 Authorised Broker:
 Licence No. *3090594* Certificate No.
 Signature: Date:

The following terms and conditions have been approved by The Real Estate Institute of Queensland.

1. PRICE

1.1 The Client instructs the Agent that the Price at which the Agent must offer to sell the Business will be the Price stated in Item 7 of the Appointment.

2. AGREED COMMISSION

2.1 The "Agreed Commission" as referred to in Item 10 of the attached PAMD Form 21a shall be charged on the total sale price of the freehold property and/or the business which includes the goodwill, fixtures, fittings, chattels and the plant and equipment, stock at value, industrial and intellectual property, work in progress, permits, licences and any other assets of the business and also any leased assets or outstanding debts assigned by the seller to the buyer of the business.

3. ENTITLEMENT TO COMMISSION

3.1 The Client agrees to pay the Agent commission as specified in the Appointment if a Contract of Sale of the Business/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:

- (1) the Contract of Sale of the Business/Property is completed; or
- (2) the Client defaults under the Contract of Sale and that Contract is terminated by reason of or following that default; or

- (3) the Contract of Sale is not completed and the whole or part of the deposit paid is liable to be forfeited; or
- (4) the Contract of Sale is terminated by mutual agreement of the Client and the buyer.

3.2 For the purposes of Clause 3.1 a Relevant Person is, where the Appointment is for:

- (1) an Exclusive Agency, any person (including the Client); or
- (2) a Sole Agency, any person other than the Client; or
- (3) an Open Listing, the Agent only.

4. AUTHORITY TO PAY COMMISSION

4.1 The Client:

- (1) authorises the Agent, and
- (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 and any outstanding advertising monies to which the Agent is entitled immediately upon:
 - (a) the entitlement to commission arising; and
 - (b) production of the Appointment and this Schedule or a copy of them.

4.2 The Client agrees that the Agents receipt for the payment of commission under Clause 4.1 completely discharges the deposit holder from any duty to account to the Client for the commission paid to the Agent.

5. COMMUNICATION OF EXPRESSIONS OF INTEREST

- 5.1 The Client acknowledges that, but for this Schedule or unless otherwise agreed by the Client in writing, S.11(2) of the Code of Conduct would require the Agent to immediately communicate to the Client each expression of interest, whether written or oral, about the sale.
- 5.2 Despite S.11 of the Code of Conduct, the Client:
- (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;and
 - (2) acknowledges that by signing this Schedule, the Client is taken to have directed in writing that S.11(2) of the Code of Conduct does not apply to this Appointment.

6. CONJUNCTIONS

- 6.1 If the Property is a place of residence, business or land, the Client acknowledges that before accepting the Appointment, the Agent:
- (1) explained to the Client:
 - (a) general issues about a Conjunction Sale; and
 - (b) issues about a Conjunction Sale relevant to the sale of this Business/Property if the sale is to be a Conjunction Sale; and
 - (2) disclosed to the Client the Agents policy about Conjunction Sales.
- 6.2 If the Agent is to accept conjunctural arrangements, the percentage apportionment of commission between agents will be as specified in Item B of the Schedule.

7. SOLICITOR DETAILS FOR CLIENT

- 7.1 The Client states that details of the Clients solicitor are as stated in Item C of the Schedule.

8. DISCLOSURE OF RELEVANT FACTS

- 8.1 The Client states that:
- (1) the Business is the Clients own business;
 - (2) the Agent is entitled to sell the Business on behalf of the Client; and
 - (3) any particulars about the Business provided to the Agent by the Client are correct.
- 8.2 The Client authorises the Agent at the Clients cost to:
- (1) take reasonable steps to find out or verify:
 - (a) the ownership of the Business/Property; and
 - (b) the description of the Business/Property; and
 - (2) take such other reasonable steps to find out or verify the facts material to the sale or exchange that a prudent agent would find out or verify in order to avoid error, omission, exaggeration or misrepresentation.
- These steps may be taken before listing the Business/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.

9. NO PRIOR APPOINTMENT OF ANOTHER AGENT

The Client states that there are no unexpired sole agencies or exclusive agencies for the sale of the Business/Property.

(Note: If this statement is not correct, this clause must be deleted and the Client must sign a written statement in accordance with the Code of Conduct acknowledging the appointment of another agent under the sole agency or exclusive agency prior to entering into the appointment.)

10. GUARANTEES

- 10.1 If I execute this agreement as a director of a company for and on behalf of a company or as a trustee of a trust (in consideration of the Agent undertaking the obligations imposed by this agreement) I guarantee the due and punctual payment by the company or the trust to you of all moneys payable under this agreement or the performance by the company or the trust of any obligation under this agreement.
- 10.2 If the company or trust defaults in payment of any moneys payable or the performance of any obligation under this agreement I as guarantor will pay on demand all moneys which are owed pursuant to this agreement and all interest, losses, damages, costs and expenses incurred by the Agent.

11. FACSIMILE AUTHORITY

The Client and the Agent hereby agree that a signed facsimile copy of the PAMD Form 21a and attachments are acceptable as originals and all terms and conditions of this PAMD Form 21a are effective when signed by both parties.

12. DEFINITIONS

In this Schedule:

- (1) "**Act**" means the *Property Agents and Motor Dealers Act 2000*;
- (2) "**Agent**" means the party named as Agent in Item 2 of the Appointment;
- (3) "**Appointment**" means the PAMD Form 21a Appointment of Real Estate Agent (Commercial and Industrial Sales, Leasing and Property Management) appointment form prescribed under the Act;
- (4) "**Client**" means the party named as Client in Item 1 of the Appointment;
- (5) "**Code of Conduct**" means the *Property Agents and Motor Dealers (Real Estate Agency Practice Code of Conduct) Regulation 2001* ;
- (6) "**Commission**" means the commission stated in Item 10 of the Appointment;
- (7) "**Conjunction Sale**" means a sale conducted in conjunction with other agents;
- (8) "**Items Schedule**" means the Items Schedule forming part of this Schedule;
- (9) "**Property**" means the property described in Item 3 of the Appointment;
- (10) "**REIQ**" means The Real Estate Institute of Queensland;
- (11) "**Schedule**" means this Schedule to the Appointment and any annexures to it;
- (12) "**Term**" means the term of the Appointment;
- (13) "**TOL**" means take over lease.