



Property Buyer Advantage

# Exclusive Buyers Agency Agreement

## PARTIES

Principal (BUYERS NAME/S).....  
 ABN/ACN: ..... Registered for GST:  Yes  No  
 Address: ..... Postcode: .....  
 Emails: Phone: (W)..... (M)..... (H).....  
 Identification for Principal:  Yes  
 Passport /Drivers Licence.....

**BUYER'S AGENT DETAILS:** JS Martin Buyers Agent Pty Ltd t/as Property Buyer Advantage  
 Shop 1, 15 Oaks Ave Dee Why NSW 2099  
 T: 9982 1474 M: 0456 780 387  
 E: buyers@propertybuyeradvantage.com.au  
 ABN: 42 637 819 982 Corporation Licence Number: 10093324  
 Licensee in Charge Number: 849575

## PROPERTY

Type of property to be purchased: .....  
 Location: .....  
 General description of the property to be purchased: .....  
 .....

## TERMS AND CONDITIONS OF PURCHASE

Approximate price range in which the Principal wishes to acquire the property: .....  
 Special instructions about the property to be purchased: .....  
 Vacant possession:  Yes  No  Either

## PRINCIPAL'S SOLICITOR/CONVEYANCER

Name of Solicitor: ..... Email: .....  
 Address: ..... Postcode: .....  
 Phone: (W) ..... (M) ..... (F) .....

## Agency Period

1. In consideration of the Agent promising to use their best endeavours, the Principal hereby grants to the Agent the right to act on behalf of the Principal in accordance with this agreement commencing on: / / until such time as the Principal purchases property as set out in clause 3 ii or the expiration of 12 months from the date hereof, whichever first occurs. This agreement may be terminated by either party giving seven (7) days' notice in writing but without prejudice to either parties rights accrued or obligations incurred prior to the effective termination.

## Agent's Authority

2. i. The Agent is authorized to identify and recommend potential properties to the Principal pursuant to the terms and conditions set out in the statement of property details above (or as amended) Yes  No

ii. The Agent is authorized to negotiate on behalf of the Principal for the purchase of the property pursuant to the terms and conditions set out in the statement of property details above (or as amended) Yes  No

iii. The Agent is authorised to bid on behalf of the Principal at the auction of a prospective property approved by the Principal in writing. This clause may be varied in writing. Yes  No

## Agents Remuneration

3. i. A non-refundable retainer fee of \$.....(including GST) applies.

ii. The Principal acknowledges that the Agent shall be entitled to a buying fee of \$.....including GST). The total amount for this service is the sum of 3 i and 3 ii \$..... (including GST). For any property that is purchased outside of the above price brackets, the fee will as per the fee pages attached to this agreement.

The Principal hereby agrees to pay the fee in accordance with this agreement in the event that the Agent introduces to the Principal a vendor of a property or the property and the Principal:

- a. enters into a contract for the purchase of the property;
- b. procures another person or entity to enter into a contract for the purchase of the property (whether by novation or otherwise);
- c. where the property is owned by a company, enters into a contract for the purchase of any shares of that company;
- d. where the property is owned by a company, procures a further person to enter into a contract for the purchase of any of the shares of that company (whether by novation or otherwise);
- e. by any other means whatsoever becomes the legal and beneficial owner or both of the property; or
- f. where the property is owned by a company, by any means whatsoever becomes the legal and beneficial owner or both of any of the shares of that company.

iii. A termination fee of \$..... is due and payable by the Principal if the Principal terminates the agreement.

iv. The Agreed Fee in 3 ii is due and payable by the Principal on exchange of any of the contracts referred to in (a) to (f) above or on completion of the transfer of the legal or beneficial ownership or both referred to in (e) and (f) above or upon demand if any of the contracts referred to in (a) to (d) above or the transfer of the legal or beneficial ownership or both referred to in (e) and (f) above are not completed owing to the default of the Principal.

v. The parties also expressly agree that the Agent shall also be entitled to payment of the agreed buyers fee in 3 ii, if the vendor of a property or a property is introduced to the Principal by the Agent at any time prior to the termination of this agreement, and the Principal satisfies any of the requirements set out in 3 ii (a) to (f) 3 months after such termination.

## **Expenses**

4. The Principal is liable for any building/pest inspections, strata searches and legal conveyancing. The Principal agrees to advance the funds for these services or reimburse the costs to the Agent upon receipt of an invoice.

## **Variation of Fees and Expenses**

5. The services to be provided by the Agent and any fees or expenses payable by the Principal to the Agent pursuant to this agreement cannot be varied except as agreed by the Principal in writing.

## **Financial Institution Taxes or Deductions**

6. The Agent shall be entitled to be reimbursed for any taxes or deductions debited by banks or other financial institutions against the Agent's account and attributable to the affairs of the Principal.

## **Contract for Sale**

7. The Agent is not authorized to enter into or sign a contract for sale on behalf of the Principal, unless they hold a power of attorney as instructed by the Principal.

## **Conjunction**

8. Unless otherwise instructed, the Agent may allow other agents to act in conjunction with them in order to effect a purchase but only one fee will be payable.

## **Limit of Agent's Services**

9. The Agent shall not perform any other services in connection with the purchase other than as specified in this agreement (or as amended).

## **GST**

10. Any amounts referred to in this agreement which are payable by the Principal to the Agent in respect of services provided by the Agent under this agreement, including reimbursement of expenses, are expressed inclusive of the Goods and Services Tax (GST), at the rate of 10% (the current rate). If the current rate is increased or decreased, the parties agree that any amounts referred to in this agreement will be varied accordingly.

## **Agents Indemnity and Liability**

11. The Principal will hold and keep indemnified the Agent against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Agent in the course of or arising out of the proper performance or exercise any of the powers, duties or authorities of the Agent under this agreement.

### **Financial and Investment Advice**

12. The Principal acknowledges that any financial or investment advice provided by the Agent to the Principal is of a general nature only whose preparation does not take into account the individual circumstances, objectives, financial situation or needs of the Principal. The Principal is advised to consult with their own independent financial and/or investment advisor.

### **Material Fact**

13. i. The Principal warrants that the Principal has supplied the Agent in writing with all material facts in respect of the Principal's proposed property acquisition.

ii. In this clause "material fact" has the same meaning as it has in Section 52 of the Property, Stock and Business Agents Act 2002.

### **Privacy Policy**

14. The Agent uses personal information collected from or about the Principal to act as the Principal'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 advisors, media organizations, property data service providers, on the internet, to potential vendors, or to clients of the Agent both existing and potential, as well as to parties engaged to evaluate the property, owners' corporations, valuers, government and statutory bodies and financial institutions. The Agent will only disclose information to other parties as 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 Principal 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 Principal 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 on the Principal's behalf effectively or at all.

### **Disclosure of Rebates, Discounts or Commissions in Respect of Expenses**

15. In respect of any expenses to be incurred by the Principal or the Agent on behalf of the Principal pursuant to this agreement, the Agent discloses that the Agent may receive the following rebates, discounts or commissions from third parties.

<b>Name of Third Party</b>	<b>Estimated Amount of Rebates, Discount or Commission</b>
Mortgages/Accountants/Financial Planners	\$ Nil
Conveyancers/Solicitors	\$ Nil
Building/Pest inspectors, Strata search companies	\$ Nil

### **Principals Authority**

16. The Principal warrants that the Principal has authority to enter into this agreement.

**Acknowledgement**

17. The Principal acknowledges being served with a copy of this agreement.

**PAYMENT OPTIONS**

**Direct Deposit**

Bank: ANZ  
Name: JS Buyers Agent Pty Ltd t/as Property Buyer Advantage  
BSB: 062-287 Account: 1055 6581

**Credit Card**

Visa       Mastercard       American Express   
Card Number \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Expiry Date: / CCV:

Name on Card..... Amount \$.....  
# I agree to pay the surcharge fee (currently 2.3%)

Signature: .....

**Signature of Principal** ..... Date / /

**Signature of Principal** ..... Date / /

**Signature of Agent**..... Date / /



Property Buyer Advantage

## Our Fees

### OPTION 1: COMPLETE PACKAGE – FULL SEARCH, APPRAISE AND NEGOTIATE

TICK	Property Purchase Price	Engagement Fee (including GST)	Success Fee (includes GST)	Total Fee (includes GST)
<input type="checkbox"/>	\$0 - \$999,999	\$4,000	\$13,900	\$17,900
<input type="checkbox"/>	\$1,000,000 - \$1,499,000	\$5,000	\$15,500	\$20,500
<input type="checkbox"/>	\$1,500,000 - \$1,999,999	\$5,000	\$17,000	\$22,000
<input type="checkbox"/>	\$2,000,000 - \$2,999,999	\$5,000	\$24,900	\$29,900
<input type="checkbox"/>	\$3,000,000 - \$4,999,999	\$6,000	\$29,000	\$35,000
<input type="checkbox"/>	\$5,000,000 - \$5,999,999	\$9,000	\$40,900	\$49,900
<input type="checkbox"/>	\$6,000,000 - \$6,999,999	\$9,000	\$50,900	\$59,900
<input type="checkbox"/>	\$7,000,000 - \$7,999,999	\$10,000	\$69,800	\$79,800
<input type="checkbox"/>	\$8,000,000 - \$9,999,999	\$10,000	\$81,500	\$91,500
<input type="checkbox"/>	\$10 Million +	\$10,000	\$90,500	\$100,500



## Our Fees

### OPTION 2: (YOU FIND THE PROPERTY) WE APPRAISE AND NEGOTIATE

TICK	Property Purchase Price	Engagement Fee (including GST)	Success Fee (includes GST)	Total Fee (includes GST)	Number of negotiations included
<input type="checkbox"/>	\$0 - \$999,999	\$3,000	\$5,000	\$8,000	2
<input type="checkbox"/>	\$1,000,000 - \$1,499,999	\$3,000	\$6,000	\$9,000	2
<input type="checkbox"/>	\$1,500,000 - \$1,999,999	\$3,000	\$8,000	\$11,000	2
<input type="checkbox"/>	\$2,000,000 - \$2,999,999	\$5,000	\$10,000	\$15,000	2
<input type="checkbox"/>	\$3,000,000 - \$4,999,999	\$5,000	\$12,000	\$17,000	3
<input type="checkbox"/>	\$5,000,000 - \$5,999,999	\$5,000	\$20,000	\$25,000	3
<input type="checkbox"/>	\$6,000,000 - \$6,999,999	\$5,000	\$25,000	\$30,000	3
<input type="checkbox"/>	\$7,000,000 - \$7,999,999	\$5,000	\$30,000	\$35,000	3
<input type="checkbox"/>	\$8,000,000 - \$9,999,999	\$5,000	\$35,000	\$40,000	3
<input type="checkbox"/>	\$10 Million +	\$10,000	\$40,000	\$50,000	3

### OPTION 3: (YOU FIND THE PROPERTY) WE BID ON YOUR BEHALF

<input type="checkbox"/>	<b>Bidding at Auction</b>	\$500	\$380	\$880
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