

STATEMENT OF PROPERTY DETAILS AND BUYERS AGENCY AGREEMENT**PARTIES**

Client Details:

ABN/ACN:	GST Registered: Yes / No
Address:	
Phone: (w)	Mobile:
Phone: (h)	Fax:
Email:	

Agent Details:

Agency Name: Resi Wealth Pty Ltd.	GST Registered: Yes
ACN: 108 549 051	Licensee: Philip Sigglekow
Trading As: ResiWealth Pty Ltd	Licence Number: 1507682
Address: Suite 33, Level 3, 1 Jordan Street, Gladesville NSW 2111	Mobile: 0419 049 449
Phone: 02 9816 2888	Fax: 02 9816 2399
Email: properties@resiwealth.com.au	

Property

Type of Property to be purchased: _____

Location: _____

General Description of Property to be Purchased: _____

Terms and Conditions of Purchase

Approximate price range in which the Client wishes to acquire the Property: \$ _____ to \$ _____

Special instructions about the Property to be purchased: _____

Vacant Possession: Yes / No / Either (these details may be changed by agreement between the Client and the Agent)

Client's Solicitor or Conveyancer

Firm Name:	Contact Name:
Address:	Phone:
Suburb:	Post Code:
Postal Address:	Fax:
	Email:

STATEMENT OF PROPERTY DETAILS AND BUYERS AGENCY AGREEMENT**1. Agency Period**

In consideration of the Agent promising to use their best endeavours, the Client hereby grants to the Agent the right to act on behalf of the Client in accordance with this agreement commencing on:

_____ until such time as the Agent complies with clause 2 (below) or the expiration of;

_____ from the date hereof, whichever first occurs.

2. Agents Authority

- I. The Agent is authorised to identify and recommend potential properties to the Client pursuant to the terms and conditions set out in the statement of property details above (or as amended). Yes / No
- II. The Agent is authorised to negotiate on behalf of the Client 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 Client at the auction of a prospective Property approved by the Client in writing. This clause may be varied in writing. Yes / No

3. Agent's Remuneration

i. A non refundable retainer fee of _____ (inclusive of GST)

If the Agent receives a payment under Clause 3 ii, then the non-refundable retainer fee shall be deducted from the calculation of the buying fee as stated in 3 ii.

ii. The Client acknowledges that the Agent shall be entitled to a buying fee:

calculated as a percentage of the total purchase price including GST, if any of

_____ (% amount) + (GST) = (GST incl.)

OR

as a flat fee, including GST, if any of

_____ (\$ amount) + (GST) = (GST incl.)

OR

as per attached schedule

The Agent's agreed buying fee in the event of a purchase at the Agent's estimate of the purchase price range for the Property would equate to

_____ to _____ (GST incl.)

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

- 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.

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iii. A termination fee of _____ (GST incl) is due and payable by the Client if the Client 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 Client.

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) _____ month (s) after such a termination.

4. Expenses

The Agent shall be entitled to the following expenses incurred. The Client agrees to advance the funds for the following expenses upon request or reimburse the costs to the Agent upon receipt of an invoice.

ITEM DESCRIPTION	AMOUNT PER REPORT	WHEN DUE AND PAYABLE
	\$	
	\$	
	\$	
	\$	

Any fees or expenses payable by the Client to the Agent pursuant to this agreement cannot be varied except as agreed by the Client in writing.

5. Financial Institutions Taxes or Deductions

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 Client.

6. Contract For Sale

The Agent is not authorised to enter into or sign a contract for sale on behalf of the Principal.

7. Conjunction

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.

8. Limit of Agent's Service

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

9. GST

Any amounts referred to in this agreement which are payable by the Client 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). In the event of the current rate being increased or decreased by legislation, the parties agree that any amounts referred to in this agreement will be varied accordingly.

STATEMENT OF PROPERTY DETAILS AND BUYERS AGENCY AGREEMENT**10. Agent's Indemnity and Liability**

The Client 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 of any of the powers, duties or authorities of the Agent under this agreement.

11. Financial and Investment Advice

WARNING: Any financial or investment advice provided by the Agent to the Client is of a general nature only whose preparation does not take into account the individual circumstances, objective, financial situation or needs of the Client. The Client is advised to consult with their own independent financial and/or investment advisor.

12. Privacy Policy

The Agent uses personal information collected from or about the Client to act as the Client'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 organisations, property data service providers, on the internet, to potential vendors, or the 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 Client 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 Client 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 Client's behalf effectively or at all.

13. Disclosure of Rebates, Discounts or Commissions in Respect of Expenses

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

Name of Third Party	Estimated Amount of Rebate, Discount or Commission
_____	\$ _____
<i>If no benefit, write in "nil".</i>	

14. Client's Authority

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

15. Acknowledgement

The Client acknowledges being served with a copy of this agreement.

Signature of Client:

_____ Date: _____

_____ Date: _____

Signature of Agent:

_____ Date: _____