

## Sole Selling Agency Agreement SA

This agreement is made on \_\_\_\_/\_\_\_\_/\_\_\_\_

### BETWEEN:

#### Agent Details

Agency:	.....	ABN	.....
Agent:	.....	ACN	.....
Address:	.....	Licence	.....
	.....	No.	.....
Email	.....	Phone	.....

GST Registered ☐ Yes ☐ No

Note: If the Agent trades as a corporation the licence number is the corporation's licence number

### AND

#### Vendor Details

Name:	.....	ACN:	.....
Address:	.....	ABN:	.....
Email:	.....	GST:	Registered <input type="checkbox"/> Yes <input type="checkbox"/> No
Phone:	.....		

☐ Vendor Identity Checked

The Vendor has appointed the Agent to act as sole agent for the sale of property at:

### PROPERTY

Address: ..... Postcode: .....

Together with inclusions as specified in the Contract of Sale, if known:

☐ blinds ☐ curtains ☐ insect screens ☐ stove ☐ range hood ☐ fixed floor coverings ☐ solar panels  
☐ built-in wardrobes ☐ dishwasher ☐ light fittings ☐ pool equipment ☐ clothesline ☐ TV antenna

Other:

Covenants/easements/defects/notices/orders as specified in the Contract of Sale, if known:

Special conditions (if any) as specified in the Contract of Sale:

### Previous Agency

☐ Not applicable

☐ Previously listed for sale with .....

***The Vendor must issue written notice to every former agent to end any existing sales agency agreements and must provide the Agent with a copy of each notice.***

### Vendor Disclosures

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Agent: .....

Vendor: .....

Building works done without necessary consents and approvals  
 Encroachments or fences not on their true boundaries  
 Breaches of the *Strata Titles Act 1988* or articles, the *Community Titles Act 1996* or by-laws  
 Notices, orders or charges received but not yet complied with  
 Other details relevant to the Property:  
 Non-compliance with swimming pool safety requirements as outlined in the *Planning, Development and Infrastructure Act 2016* or associated legislation or relevant standards.

☐ None Known; or ☐ As Described Below  
☐ None Known; or ☐ As Described Below  
☐ None Known; or ☐ As Described Below  
☐ None Known; or ☐ As Described Below  
☐ None Known; or ☐ As Described Below  
☐ None Known; or ☐ As Described Below

Offered: ☐ with vacant possession ☐ subject to existing tenancies

Recommended method of sale: .....

If the property is to be sold via auction:

Auction date: \_\_\_\_/\_\_\_\_/\_\_\_\_ and time:.....

Price	
Agent's estimated selling price (or price range – range must not be more than 10% between highest and lowest price)	\$..... to \$..... (range)
The Vendor instructs the Agent to market the Property (including GST, if any and must not be less than Agent's estimated selling price) at:	\$.....
Auction Reserve Price:	\$.....

Vendor's ☐ Solicitor ☐ Conveyancer

Firm: .....	Solicitor/Conveyancer Name: .....
Email: .....	Address: .....
Phone: .....	Service Address: .....

## 1. Duration of agency

- 1.1. In return for the Agent's commitment to actively market and seek a buyer, the Vendor grants the Agent exclusive selling rights for a period of ..... days from today ("Sole Agency Period"). The parties may extend this period by signing a further written notice.

**\*Note: Sole Agency Period must not be longer than 90 days.**

- 1.2. If this Agreement does not state when the Sole Agency Period is to end, the Sole Agency Period ends:  
 1.2.1. in the case of a sale by auction, 30 days after the date of the auction;  
 1.2.2. in any other case, 60 days after the date this agreement is signed.

## 2. Agent's Commission

- 2.1. If the Property is sold during the Sole Agency Period by the Agent, another agent, or the Vendor, the Agent earns a commission of \$..... (GST-inc.) or .....% of the sale price.

All Parties Should Initial All Pages

Agent: .....

Vendor: .....

- 2.2. After the Sole Agency Period, the same commission is payable if the Vendor sells to a purchaser whom the Agent (or anyone else, including the Vendor) first effectively introduced during the Sole Agency Period.
- 2.3. Commission is calculated on the gross (GST-inclusive) sale price.
- 2.4. On the Agent's current price estimate, commission would be approximately  
\$..... (GST-inc.)
- 2.5. Commission becomes payable on demand:
  - 2.5.1. at settlement;
  - 2.5.2. if settlement fails through the Vendor's default post-exchange;
  - 2.5.3. if the parties mutually rescind post-exchange;
  - 2.5.4. if the Vendor terminates for purchaser default and the commission does not exceed the forfeited deposit;
  - 2.5.5. in the case of auction, the Agent procures an unconditional contract for the sale of the Property containing a price offer for the Property, at or above the Vendor's reserve price, or, such other price as may be agreed by the Vendor in writing.

**IMPORTANT:** this is a Sole Agency agreement. This means you may have to pay the agent commission even if another agent (or you) sell the property or introduce a buyer who later buys the property.

**WARNING:** Have you signed an agency agreement for the sale of this property with another agent? If you have you have to pay 2 commissions (if this agreement or the other agreement you have signed is a sole or exclusive agency agreement).

### 3. Auction

- 3.1. Where the Property is to be sold by public auction:
  - 3.1.1. the Vendor authorises the Agent to appoint an auctioneer to assist in conducting an auction of the Property;
  - 3.1.2. the Vendor may refuse a binding offer made between the date of this agreement and the date of the Auction without incurring any liability to pay Marketing Expenses or the commission calculated in clause 2.
- 3.2. If the Auction is cancelled by the Vendor:
  - 3.2.1. Within 14 days of the date of this Agreement – the Vendor must pay
    - (i) the total Marketing Expenses and
    - (ii) one-quarter of the commission calculated on the reserve price.
  - 3.2.2. After 14 days but on or before the Auction date – the Vendor must pay
    - (i) the total Marketing Expenses and
    - (ii) an amount equal to the commission calculated in clause 2..
- 3.3. Notwithstanding any other provision in this Agreement, the Vendor reserves the right to withdraw the Property from sale at any time after the Auction, including where the bidding has reached or exceeded the Reserve Price, provided that:
  - 3.3.1. The Vendor provides written notice to the Agent within 24 hours of the Property being knocked down;
  - 3.3.2. The Vendor reimburses the Agent for all Marketing Expenses incurred up to the point of withdrawal, as itemised in Clause 6; and
  - 3.3.3. The Vendor pays the Agent a withdrawal fee equal to the full commission calculated in Clause 2 based on the highest bid received at the Auction, plus the expenses specified in Clause 6.

### 4. Inspection

Prospective purchasers may inspect the Property at times and dates agreed to by the parties.

### 5. Marketing

- 5.1. The sale of the Property is to be advertised as follows:  
.....

- 5.2. The Vendor permits the Agent to erect "For Sale" sign.

- 5.3. The Vendor accepts that no liability can be imposed on the Agent for loss, damage or injury caused by the sign.

All Parties Should Initial All Pages

Agent: \_\_\_\_\_

Vendor: \_\_\_\_\_

**6. Marketing Expenses**

- 6.1. The Vendor will repay authorised marketing or other expenses incurred during this Agreement, as itemised below. If "due and payable" is blank, expenses are payable on invoice whether or not a sale occurs.

Expense	Amount (GST Inc)	*Due and payable

**7. Variation**

- 7.1. Services, fees or expenses may be changed only by written agreement.

**8. Deposit Handling**

- 8.1. Deposits are held by the Agent as stakeholder until completion. If early release is agreed, the Vendor irrevocably directs the Agent to retain enough to cover commission and expenses first.
- 8.2. If deposits are held by the Vendor's solicitor/conveyancer—or if the Agent does not hold sufficient funds—the Vendor irrevocably instructs that practitioner to pay the Agent's commission and expenses from the deposit (and if necessary, from settlement proceeds) when due, before releasing any balance to the Vendor.
- 8.3. The same irrevocable direction applies where a purchaser authorises early release of the deposit.

**9. Authority to Deduct**

- 9.1. The Vendor authorises the Agent to deduct commission and authorised expenses from monies the Agent holds before accounting to the Vendor or the Vendor's solicitor.

**10. ETF Payment to the Vendor**

- 10.1. Any balance due to the Vendor is to be paid by EFT to

Account Details	
Bank Name:	.....
Account Name:	.....
BSB Number:	.....
Account Number:	.....

**11. Bank Charges**

- 11.1. The Vendor must reimburse any bank fees or taxes debited to the Agent's trust account that relate to the Vendor's transaction.

**12. Contract of Sale**

- 12.1. For residential property, the Agent cannot act unless a draft Contract for Sale is available for inspection.

**13. Conjunction / Joint Commissions**

- 13.1. The Agent may conjunct with other agents and share commission.

**14. GST**

- 14.1. Amounts in this Agreement include GST at 10%. If the rate changes, amounts will vary accordingly. The GST time of supply is settlement.

**15. Agent's Indemnity and Liability**

- 15.1. The Vendor indemnifies the Agent against claims arising from the proper execution of the Agent's duties.

**16. Privacy Policy**

All Parties Should Initial All Pages

Agent: \_\_\_\_\_

Vendor: \_\_\_\_\_

16.1. The Agent gathers personal data provided by, or relating to, the Vendor and other prospective clients and may pass that information to third parties in accordance with this Agreement. Such data may be used to advertise the Agent's services and to source new clients—this can involve sharing details with advertisers, media outlets, online property-data platforms, potential purchasers, current and future clients of the Agent, professionals engaged to appraise the Property, owners' corporations, valuers, government or statutory bodies, and financial institutions. Information will be disclosed only when needed to carry out the Agent's obligations, to achieve the purposes listed above, or as otherwise permitted under the Privacy Act 1988. The Vendor may request access to, or correction of, their personal information by contacting the Agent using the address or phone numbers set out in this Agreement. Certain details must be collected under real-estate and taxation laws; if the Vendor withholds required information, the Agent may be unable to act, or may be limited in acting, on the Vendor's behalf.

### 17. Agent's Disclosure

17.1. The Agent discloses that the Agent may receive rebates, discounts or commissions in relation to expenses incurred for the Vendor as follows:

Name of Third Party	Estimated Amount of Rebate, Discount or Commission
.....	\$.....
.....	\$.....
.....	\$.....

Note: if no benefit write "Nil".

### 18. Vendor's Authority

18.1. The Vendor warrants they are authorised to sign this Agreement.

### 19. Acknowledgements

19.1. The Vendor has received a copy of this Agreement.

19.2. The Vendor understands that, once signed, the Property cannot be sold without paying the agreed commission.

19.3. It is illegal for an agent to accept bids/offers after the Property has been knocked down at auction to the successful bidder;

19.4. The Agent may receive a benefit as disclosed in clause 17 and the Vendor consents to the Agent receiving that benefit;

### 20. Occupational Health and Safety

20.1. The Vendor retains control of the Property and directs the Agent solely to facilitate the sale.

20.2. The Vendor confirms the Property is free of hazards subject to risks and defects they have notified the Agent in writing.

### 21. Cooling-Off Period

21.1. The Vendor may cancel this Agreement three clear business days from the day after this agreement is signed.

### 22. Consent to Electronic Service

22.1. Electronic signatures have the same effect as handwritten signatures.

22.2. Email addresses provided may be used for service of notices.

### 23. Warranty

23.1. The Vendor warrants all information supplied is true and undertakes to update the Agent in writing if it changes.

### 24. Joint and Several

24.1. Where a party is made up of two or more persons or entities, every one of them is liable under this agreement both collectively and individually.

All Parties Should Initial All Pages

Agent: \_\_\_\_\_

Vendor: \_\_\_\_\_

**Signature of Vendor / Authorised Representative:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Name of Signatory:** \_\_\_\_\_

**Signature of Agent / Authorised Representative:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Name of Signatory:** \_\_\_\_\_

All Parties Should Initial All Pages

Agent: \_\_\_\_\_

Vendor: \_\_\_\_\_