

**Appointment and reappointment of a real estate agent, resident letting agent or auctioneer***Residential sales and purchase, leasing and property management
Property Occupations Act 2014*

This form is effective from 1 May 2024

ABN: 13 846 673 994

Part 1—Client details**Client 1**

Note: The client is the person or entity appointing the agent to provide the services. This may be the owner (or authorised representative of the owner) of the property that is to be sold or may be a prospective buyer seeking to purchase a property.

Client name Naomi Brooke Pearce

ABN

ACN

Are you registered for GST? ☐ Yes ☐ No

Address 47 Chalk Circuit

Suburb North Lakes

State QLD

Postcode 4509

Phone 0400656668

Fax

Mobile

Email address naomi.pearce@teststs.com

Client 2

Note: Annexures detailing additional clients may be attached if required.

Client name James William Joseph Pearce

ABN

ACN

Are you registered for GST? ☐ Yes ☐ No

Address 123

Test Street

Suburb Griffin

State QLD

Postcode 4503

Phone 0400550097

Fax

Mobile

Email address jwpearce@teststs.com

Part 2—Licensee details**Licensee type**

More than one box may be ticked if appropriate.

Note: Annexures detailing conjuncting agents may be attached if required.

Licensee name

Where a corporation licensee is to be appointed, state the corporation's name and licence number.

Where a sole trader is to be appointed, state the individual's name and licence number.

☒ Real estate agent ☐ Resident letting agent ☐ Property auctioneer

Trading name Northside

Licensee name (corporation, if applicable)

Image Sales Pty Ltd

ABN 58 640 877 345

ACN

Licence number 4407391

Expiry DD / MM / YYYY

Address 57 Kirby Road

Suburb Aspley

State QLD

Postcode 4034

Phone +610731855944

Fax

Mobile

+0401412428

Email address aaron@imageproperty.com.au

Part 3—Details of property that is to be sold, let, purchased or managed

Please provide details of the property or land as appropriate.

Note: Annexures detailing multiple properties may be attached if required.

Description

Address 47 Chalk Circuit

Suburb North Lakes

State QLD Postcode 4509

Lot Plan

Title reference

Part 4—Appointment of property agent

Section 1

Performance of service

Annexures detailing the performance of service may be attached if required.

The client appoints the agent to perform the following service/s:

☒ Sale ☐ Purchase ☐ Letting / collection of rent / management

☐ Auction Auction date DD / MM / YYYY (must be completed)

☐ Other (please specify)

Section 2

Term of appointment

Sole and exclusive appointments: for sales of one or two residential properties, the term is negotiable and agent can be appointed or reappointed up to a maximum of 90 days per term. There are no limitations on the length of an appointment for anything other than a residential property sale.

☒ Single appointment for a particular service or services

Start DD / MM / YYYY End DD / MM / YYYY

☐ Continuing appointment for a service or a number of services over a period

Start DD / MM / YYYY

Section 3

Price

State the price for which the property is to be sold or let.

Note: Bait advertising is an offence under the Australian Consumer Law.

☐ Reserve ☐ List ☐ Letting

\$.....

- For auctions: If a reserve price is unknown at the time of appointment, it can be advised *in writing* at a later date.
- For residential property auctions and residential properties to be marketed without a price: If the client agrees to marketing via an *electronic listing provider*, the client agrees for the agent to disclose to the *electronic listing provider* a price or price range of

\$..... to establish a search criteria.

Section 4

Instructions/conditions

The client may list any condition, limitation or restriction on the performance of the service.

Note: Annexures detailing instructions/conditions may be attached if required.

Part 5—Termination of appointment

Residential sales of 1 or 2 properties only	Open listing: You may terminate in writing at any time. Sole or exclusive: The client and agent can agree in writing to end the appointment early. For appointments of 60 days or more, either party can end the appointment by giving 30 days written notice, but the appointment must run for at least 60 days unless both parties agree to an earlier end date.
Open listing	You may terminate an open listing for residential property sales at any time.
Other fixed term appointments (excluding residential property sales)	The parties may agree to a fixed term appointment of their choice. This term may be ended earlier by mutual agreement.
Continuing appointments (for example: letting, collection of rents etc)	You may terminate in writing with 30 days notice, or less if both parties agree.

Part 6—Property sales: open listing, sole agency or exclusive agency

To the client

You may appoint an agent to sell a property on the basis of an open listing, or a sole agency, or exclusive agency.

The following information explains the circumstances under which you will, and won't, have to pay a commission to the agent if the property is sold during their term of appointment.

☐ OPEN LISTING

- You appoint the agent to sell the property but you retain a right to appoint other agents on similar terms, without penalty or extra commission.
- No end date required.
- Appointment can be ended by either you or the agent at any time by giving written notice.

When you must pay the agent

- The agent is entitled to the agreed commission if the agent is the effective cause of sale.

When you don't have to pay the agent

- If the client sells the property privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, did not attend open house inspections etc.

☐ SOLE AGENCY

When you must pay the agent

- If you appoint a new agent during an existing agent's sole agreement term and the property is sold during that term, you may have to pay:
 - A commission to each agent (two commissions)
 - Damages for breach of contract arising under the existing agent's appointment

When you don't have to pay the agent

- If the client sells the property privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, did not attend open house inspections etc.

☐ EXCLUSIVE AGENCY

When you must pay the agent

- The client will pay the appointed agent whether this agent, any other agent, or person (including the client themselves) sells the property during the term of the appointment.
- If the client sells the property, the exclusive appointment expires and if the agent was the effective cause of sale (introduced the buyer to the property) the agent may be entitled to commission.

At the end of the sole or exclusive agency, the parties ☐ Agree ☐ Do not agree

that the appointment will continue as an open listing. (Please tick whichever is relevant.)

The Client acknowledges and accepts that the following notice is provided in accordance with the Agent's obligations under section 103 of the *Property Occupations Act 2014* (QLD):

(1) The agent has discussed with the client:

- a) whether the appointment of agent is to be for a sole agency or exclusive agency; and
- b) the proposed term of the appointment; and
- c) the consequences for the client if the property is sold by someone other than the agent during the term of the appointment.

Part 6—Property sales: open listing, sole agency or exclusive agency continued

Acknowledgement for sole and exclusive agency

I/we acknowledge the appointed agent has provided me/us with information about sole and exclusive agency appointments.

Client

Date / /
DD MM YYYY

Client

Date / /
DD MM YYYY

Agent

Date / /
DD MM YYYY

Part 7—Commission

To the client

The commission is negotiable. It must be written as a percentage or dollar amount.

Make sure you understand when commission is payable. If you choose 'Other' and the contract does not settle, the agent may still seek commission.

To the agent

You should ensure that commission is clearly expressed and the client fully understands the likely amount and when it is payable. Refer to section 104 and 105 of the *Property Occupations Act 2014*.

The client and the agent agree that the commission **including GST payable** for the service to be performed by the agent is:

.....

When commission is payable

☒ For sales, including auctions, commission is payable if a contract is entered into and settlement of the contract occurs.

☐ Other
(for specific other circumstances in which commission is payable see annexure).

For all other types of appointments:

.....

This area has been intentionally left blank.

Part 8—Authorisation to incur fees, charges and expenses

The client authorises the agent to incur the following expenses in relation to the performance of the service/s. Annexures may be attached if required.

Section 1 Advertising/marketing

To the client

Your agent may either complete this section or attach annexures of marketing/advertising activities. In either case, the *authorised amount* must be written here.

Campaign Creation and Property Reporting - \$149.00
eBrochure All Buy - \$0.00
Luxe Unlimited - Buy - \$4,733.00
Premiere All Unlimited Buy - \$2,749.00
Property Showcase - \$193.00
Property Showcase Buy - \$840.00
Suburb Sponsorship - \$869.00

Authorised amount \$9,533.00.....

When payable / /
 DD MM YYYY

Section 2 Repairs and maintenance (if applicable)

Residential Sales

The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is \$.....

Property Management

Routine Repairs

The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is \$.....

Emergency Repairs (S214 of the *Residential Tenancies and Rooming Accommodation Act 2008*)

For residential rental properties, the value for Emergency Repairs is 4 weeks rent per property (s219A of the *Residential Tenancies and Rooming Accommodation Act 2008*).

Section 3 Other

Description of fees and charges.

The agent may either complete this section or attach annexures.

Description	Amount	When payable
.....		
.....		
.....		
.....		

Section 4 Agent's rebate, discount, commission or benefit incurred in the provision of or performance of the service

Service	Source	Estimated amount
.....		
.....		
.....		
.....		

This area has been intentionally left blank.

Part 9—Signatures

WARNING: THE CLIENT IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS FORM.

This form enables the client to appoint, or reappoint, a property agent, resident letting agent or property auctioneer (the 'agent') for the sale, letting/management, collection of rent, auction or purchase of real property. This form 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. If you are unclear about any aspect of this form, or the fees you will be charged, do not sign it. Seek legal advice. If you need more information about this form including what an agent needs to disclose, you can visit the Office of Fair Trading website at www.qld.gov.au/fairtrading or phone on 13 QGOV (13 74 68).

Client 1	Full name Naomi Brooke Pearce Signature D D / M M / Y Y Y Y
Client 2	Full name James William Joseph Pearce Signature D D / M M / Y Y Y Y
Agent A registered real estate salesperson working for an agency or an authorised representative of a corporate entity, in accordance with the <i>Corporations Act 2001</i> (Cth) can sign this form on behalf of the licensed agent.	Full name Aaron Jones Signature D D / M M / Y Y Y Y
Schedules and attachments List any attachments.	

Part 10—Reappointment

Use this section to reappoint your agent. A new appointment form is required if any of the terms or conditions are to change. Your agent can only be reappointed within 14 days before the contract ends - not before. Limitations apply on reappointments for sole or exclusive agency appointments for residential property sales.	I/we (the client) reappoint (the agent) to D D / M M / Y Y Y Y
	Client's name Naomi Brooke Pearce Signature D D / M M / Y Y Y Y
	Client's name James William Joseph Pearce Signature D D / M M / Y Y Y Y

This is the end of the approved form. Please note, any annexures/schedules form part of the appointment contract.

Residential Sales Agency Agreement

Key Details

Seller's Details

The Seller confirms that they are:

- ☒ 1. the owner of the Property (and are registered as such on the title); or
☐ 2. authorised to act on behalf of the owner of the Property (by law)

Where option 2 is selected, Seller to provide further details of authority below:

Auction - Specifics

If the Seller has selected a sale by Auction in Part 4 of the Form 6, the following information must be filled out and clause 8 of this Agreement will apply:

Auction Date: _____ at _____ *am/pm

Auction Location: _____

Auctioneer: _____

Auction fee: _____

Reserve Price: _____

Preferred Settlement Date
/ Timeframe:

☐ 30 days ☐ 60 days ☐ 90 days ☐ other: _____

Specific Terms of Sale: _____

Non-Auction - Specifics

If the Seller has selected a sale by means other than Auction in Part 4 of the Form 6, the following information must be filled out:

Alternate Method of Sale: ☐ Private Treaty

☐ Tender / Expression of Interest

Closing Date (for Tender/EOI campaigns): _____

Preferred Settlement Date
/ Timeframe:

☐ 30 days ☐ 60 days ☐ 90 days ☐ other: _____

Specific Terms of Sale: _____

Anticipated Sale Price (if confirmed): _____ or

Anticipated price range: _____ to \$ _____

(for the purposes of the electronic listing providers)

Seller's Public Liability Insurance

The Seller confirms that they hold the following insurances:

Insurance Policy Details: _____

Insurer: _____

Cover: \$ _____ Expiry: _____

Seller's Solicitors Details

Name: _____

Address: _____

Suburb: _____ State: _____ Postcode: _____

Email: _____

Telephone: _____ Facsimile: _____ DX: _____ Ref: _____

Residential Sales Agency Agreement

General Conditions

DISCLAIMER

All parties to this document are strongly advised to obtain independent legal advice prior to executing this document. By signing this document, each party acknowledges that they have had the opportunity to seek such advice and either have done so or have chosen not to do so of their own accord. This document and its attachments are a legally binding agreement, and each party confirms that they fully understand their rights and obligations under the terms of this document.

1. Definitions

1.1 Unless the contrary intention appears, defined terms in these General Conditions have the following meaning:

- (a) **'Act'** means the *Property Occupations Act 2014* (QLD).
- (b) **'Agent'** means the estate agent specified in the Form 6 and includes the Agent's representative and an estate agent employed by the Agent;
- (c) **'Agreement'** means this agreement including the 'Form 6 – Property Occupations' form, these General Condition and Annexures.
- (d) **'AML Expenses'** means the expenses incurred by the Agent to obtain and verify information and documentation about the Seller and the Buyer (and where relevant, their subsidiaries, affiliates, related parties, related entities and relatives) in order to comply with relevant laws and regulations (including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth)), as specified in the Annexure AML Expenses, or otherwise agreed between the parties in writing;
- (e) **'Business Day'** means any day which is not a Saturday, Sunday or a proclaimed public holiday in the State of Queensland;
- (f) **'Buyer'** means the person who purchases or intends to purchase the Property and has entered into a Sale Contract with the Seller for the sale of the Property;
- (g) **'Commission'** means the remuneration the Agent is entitled to receive under this Agreement for the Services for the amount set out in the Form 6;
- (h) **'Deposit'** means the deposit amount stated in the Form 6 paid by the Buyer under a Sale Contract for the sale of the Property;
- (i) **'Form 6'** means the 'Form 6 - Property Occupations' form at the front of these General Conditions;
- (j) **'General Conditions'** means these general conditions;
- (k) **'GST'** means the goods and services tax payable in accordance with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (l) **'Introduced to the Property'** means the Buyer of the Property realising that the Property was for sale or available for purchase by any direct or indirect marketing by the Agent, including but not limited to word of mouth, signage, brochures, telephone call, discussions, open inspections, internet advertising and any other forms of literature, communication and marketing;
- (m) **'Marketing Expenses'** means the marketing, advertising and other expenses as specified in the Form 6, the Annexure 6 - Marketing Plan or otherwise agreed between the parties in writing;
- (n) **'Person'** means an entity recognised as a person of law includes a natural person, a corporation and incorporated association;
- (o) **'Property'** means the property specified in the Form 6 and the Annexure 7 - Property Information;
- (p) **'Regulations'** means the *Property Occupations Regulation 2014* (QLD);
- (q) **'Sale Contract'** means a sale contract entered into by the Seller and a Buyer relating to the Property;
- (r) **'Sold'** is the result of obtaining a binding offer (not requiring signing of a Sale Contract) and will trigger Commission being payable;
- (s) **'Seller'** means the 'Client(s)' specified in Part 1 of the Form 6; and
- (t) **'Services'** means the services undertaken by the Agent under this Agreement including the promotion, advertising, marketing of the Property with the aim of selling the Property.
- (u) **'Term'** means the period stated in the Form 6 in which the Agent is appointed by the Seller to market the Property for sale in accordance with clause 6.

2. Relationship

The Seller appoints the Agent to perform the Services pursuant to the terms of this Agreement. The Agent agrees to perform the Services in consideration for the Commission and other fees payable by the Seller.

3. Acknowledgements

The Seller confirms that the acknowledgements and warranties in Annexure 3 - Seller Acknowledgements are true and correct.

4. Non-Exclusive Agency

4.1 If the agent appointment selected in Part 6 of the Form 6 is an 'open listing', the Seller acknowledges that:

- (a) the Seller retains the ability to appoint other agents without penalty;
- (b) there is no end date to the appointment; and
- (c) the appointment can end at any time upon written notice being provided by either party.

5. Exclusive Agency or Sole Agency

5.1 If the Agent is appointed as an exclusive agency or sole agency appointment under Part 6 of the Form 6, the Seller acknowledges that the Agent's appointment under this Agreement is an exclusive appointment and continues until the earlier of the expiration of the Term and the termination of this Agreement.

5.2 During the Term of the exclusive or sole agency appointment, the Seller undertakes to not contract with or engage the services of any other sales agent, sales agent representatives or any third party to market or sell the Property.

5.3 An exclusive or sole agency of at least sixty (60) days can be revoked at any time provided at least thirty (30) days prior written notice is given by the terminating party to the non-terminating party in accordance with section 114 of the Act.

Residential Sales Agency Agreement

General Conditions

6. Duration

- 6.1** Unless stated otherwise in the Form 6 or otherwise agreed by the parties in writing:
- (a) the Term of the sole or exclusive agencies will be 90 days after the date this Agreement is signed by, or on behalf of the Seller;
 - (b) the Term of the open listing agency will continue until terminated by either party in writing; and
 - (c) at the end of the Term of any sole or exclusive agencies, the agency will continue as an open listing.

7. Agent's Obligations

- 7.1** The Agent agrees that it will comply with all the Agent's obligations under the Act and Regulations.
- 7.2** The Agent agrees to market the Property in accordance with the following obligations:
- (a) to implement a marketing campaign that is accurate, professional, and positively represents the features, nature, and location of the Property;
 - (b) to comply with all applicable legal obligations relating to disclosure, advertising, and representations under relevant legislation, including the Act, the *Property Law Act 2023* (QLD) and the Regulations; and
 - (c) to act to the extent reasonably practicable in the Seller's best interests and use reasonable endeavours to achieve the best possible price for the Property at all times during the term of this appointment with reference to Annexure 5 - Agent's Estimate of Selling Price.

8. Auction

Where the Seller has selected sale by public auction, the following provisions apply:

- 8.1** The Seller appoints the Agent as the Seller's agent to act on the Seller's behalf in relation to the sale of the Property by public auction. This appointment is effective for the term specified in Part 4 of the Form 6 and applies to the auction sale and any related negotiations.
- 8.2** The auction is to be conducted on the date, at the time, and at the location (including online, if applicable) as specified in Annexure 1 - Key Details or as otherwise agreed by the parties in writing.
- 8.3** The Agent is responsible for organising and conducting the auction in compliance with all relevant laws, regulations, and the standards of conduct applicable to licensed real estate agents in Queensland.
- 8.4** The Seller authorises the Agent to:
- (a) receive and present pre-auction offers to the Seller for consideration;
 - (b) conduct the auction or appoint a licensed auctioneer to do so;
 - (c) execute the Sale Contract on behalf of the Seller with the highest bidder, provided the reserve price specified in Annexure 1 - Key Details has been met or exceeded, or otherwise with the Seller's prior written consent. The Property must not be sold at auction for a price below the reserve without the Seller's express written consent;
- 8.5** If no reserve price is specified in Annexure 1 - Key Details the Seller must notify the Agent in writing of the reserve price prior to the commencement of the auction.

- 8.6** If a licensed auctioneer is appointed pursuant to clause 8.4, the Seller agrees to pay any reasonable auctioneers fee.

9. Sale Price

- 9.1** Unless the Seller requests information regarding the sale price for the Property, the Seller acknowledges they will not receive any advice from the Agent in relation to the market value of the Property.
- 9.2** If the Seller requests information regarding the sale price for the Property, the Agent will either (in their discretion):
- (a) complete Annexure 5 - Agent's Estimate of Selling Price and provide any other information it deems reasonable to demonstrate the market value of the Property; or
 - (b) provide a comparative market analysis to the Seller (either attached to this Agreement or to be provided to the Seller digitally).

- 9.3** Where the Seller provides that the Property is to be marketed without a price or the Property is or may be sold by auction, the Agent will not disclose a price guide for the Property or an amount the real estate agent considers is a price likely to result in a successful or acceptable bid for the Property in accordance with the provisions of the Act.

10. Marketing Expenses

- 10.1** The Marketing Expenses are completely separate to and in no circumstances form part of the Commission.
- 10.2** The Seller acknowledges that:
- (a) it was informed prior to signing this Agreement that the Marketing Expenses were negotiable and that the Marketing Expenses were the subject of negotiation; and
 - (b) the Marketing Expenses must be paid by the Seller to the Agent pursuant to clause 10.2(c) regardless of whether the Agent sells the Property.
 - (c) the Marketing Expenses are payable by the Seller to the Agent:
 - (i) upon execution of this Agreement;
 - (ii) within 14 days of receiving written notice from the Agent to pay the Marketing Expenses; or
 - (iii) immediately upon settlement of the sale of the Property, as specified in the Form 6.
- 10.3** The Agent acknowledges that the Seller will not be liable for the payment of any Marketing Expenses in excess of the amount stated in the Form 6, unless such additional expenses have been agreed by the Seller in writing.

11. Commission

- 11.1** The Seller acknowledges being informed prior to signing this Agreement that the Commission to be paid to the Agent under this Agreement was negotiable and that the Commission was the subject of negotiation.
- 11.2** Subject to clauses 11.3 and 11.5, the Seller agrees to pay the Agent the Commission on the terms of this Agreement if a Sale Contract is entered into either:
- (a) during the Term; or
 - (b) after the expiry of the Term provided the Buyer was Introduced to the Property by the Agent.
- 11.3** Subject to clause 11.5, the Commission is payable on the Property being Sold in each of the following circumstances:

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- (a) settlement of the sale of the Property under the Sale Contract occurring;
 - (b) the Sale Contract being terminated by mutual agreement of the parties after the Property is Sold;
 - (c) the Sale Contract terminated after the Property is Sold due to the default of the Seller; and
 - (d) the Sale Contract is terminated after the Property is Sold for reasons other than the default of the Seller and the deposit is forfeited to the Seller.
- 11.4** The Seller acknowledges that the Agent will be entitled to receive the Commission under clauses 11.2(a) and 11.2(b) regardless of whether the selling price of the Property is different to or outside the range of the Agent's genuine estimation of the selling price (as stated in the Form 6) as it is reasonably necessary to protect its legitimate interest.
- 11.5** Notwithstanding any other provision of this clause 11, the Seller will not be liable to pay the Commission to the Agent:
- (a) if the Agent is appointed as a sole agent pursuant to Part 6 of the Form 6, and the Property is sold to a Buyer who was Introduced to the Property by the Seller; and
 - (b) if the Agent is appointed as an open listing agent pursuant to Part 6 of the Form 6, and the Property is sold to a Buyer who was Introduced to the Property by any person other than the Agent.
- 12. Payments**
- 12.1** The Seller must immediately pay or authorise its conveyancer or solicitor to pay the Agent the Commission upon settlement of the sale of the Property.
- 12.2** The Seller agrees that the Agent is entitled to and may deduct from the Deposit received and held by the Agent any amounts towards the payment of Marketing Expenses, Commission, AML Expenses and any state and federal taxes reasonably necessary to protect its legitimate interest and required to be paid by law (including GST). For the avoidance of doubt, if the Deposit is insufficient to satisfy all amounts payable by the Seller to the Agent, the Seller must pay the outstanding balance to the Agent within a reasonable time of demand.
- 12.3** If a Deposit is received by the Seller's conveyancer or solicitor, the Seller irrevocably appoints the Agent as its attorney to direct the payments described in clause 12.2 to the Agent.
- 12.4** The Seller will not be relieved from its obligation to pay the Commission if the Property does not settle due to the Seller defaulting under an enforceable Sale Contract, which default is not caused by the Agent.
- 13. Late Payments**
- 13.1** If the Seller fails to pay any amount under this Agreement within 30 days of receiving an invoice from the Agent issued in accordance with this Agreement, the Agent will be entitled to charge any overdue amounts at the rate that is 2% above the Reserve Bank of Australia "cash rate" as set from time to time.
- 13.2** Interest will be calculated on a daily basis from the due date until and including the date the overdue amounts are paid in full.
- 13.3** The Seller shall pay the Agent for the outstanding amount, the interest and any and all reasonable costs and expenses in pursuing any overdue amounts from the Seller.
- 14. Seller Disclosure**
- 14.1** The Seller acknowledges that they are required to provide a completed and signed Seller Disclosure Statement to a prospective Buyer prior to entering into a Sale Contract (**Disclosure Statement**). The Sale Contract voidable by the Buyer.
- 14.2** The Seller confirms and agrees that they will accurately complete Annexure 2 - Seller Disclosure for the purposes of the Disclosure Statement.
- 14.3** The Seller confirms and agrees that either:
- (a) the Agent is authorised to prepare a draft Disclosure Statement using the information provided by the Seller in Annexure 2 - Seller Disclosure, which the Seller will review, verify the correctness of the responses and sign prior to any Sale Contract being prepared; or
 - (b) the Seller will provide a completed and signed Seller Disclosure Statement to the Agent prior to the commencement of the marketing campaign or as soon as reasonably practicable.
- 14.4** Where the Agent prepares the Disclosure Statement pursuant to clause 14.3(a), the Seller authorises the Agent to obtain, and incur the reasonable costs of, any required searches, certificates or documents necessary to complete the Disclosure Statement, and agrees to reimburse the Agent for such costs on demand or as otherwise agreed in writing.
- 14.5** The Seller confirms that all responses and information provided by the Seller in relation to the Disclosure Statement are to the best of the Seller's knowledge, true, correct and not misleading at the time of signing. The Seller accepts full responsibility for the accuracy and completeness of all information included in, or provided for inclusion in, the Disclosure Statement.
- 14.6** The Seller acknowledges that the Agent is not responsible for verifying, investigating, or confirming the accuracy or completeness of any information provided by the Seller for the purposes of the Disclosure Statement. The Agent makes no representation or warranty regarding the accuracy of the information included in the Disclosure Statement.
- 14.7** The Seller authorises the Agent to provide the completed and signed Disclosure Statement (and any prescribed certificates, notices or searches) to any prospective Buyer or their representative, in compliance with the requirements of the Act.
- 15. Execution of Documents**
- 15.1** A person signing this Agreement on behalf of the Seller is responsible for performing the obligations of the Seller under this Agreement as though that person executed this Agreement as the Seller.
- 15.2** If a corporation or an incorporated association signs this Agreement on behalf of the Seller, the Agent may require the signatory to procure that the directors of the corporation or the committee members of the incorporated association execute a standard form deed of guarantee and indemnity in favour of the Agent (in a manner acceptable to the Agent's solicitor).

Residential Sales Agency Agreement

General Conditions

15.3 Upon receiving a written request and authority by the Seller to do so, the Agent may accept an offer and/or sign a Sale Contract on behalf of the Seller containing the terms and conditions of sale agreed to by the Seller and the Buyer.

15.4 The Agent is not liable whatsoever and the Seller releases and indemnifies the Agent from and against any claim, loss, cost, expense or liability which may arise from the Agent complying with clause 15.3 and acting within the scope of that Authority.

16. Communication

Unless otherwise agreed in writing by the Seller and the Agent:

16.1 the Agent will communicate all written offers received to the Seller; and

16.2 the Agent will communicate to the Seller the outcomes of any expression of interest campaign (but not necessarily provide all of the expressions of interest to the Seller).

16.3 if the Property is a part of a community titles scheme and the Seller is unable to provide any information required for the purposes of the Sale Contract, the Seller authorises the Agent to request any such information directly from the body corporate.

17. Privacy

17.1 For the Agent to market the Property for sale including third party suppliers who provide goods and services in connection with the marketing and sales campaign and the Seller completing the Authority Particulars, the Seller will be required to and consents to giving certain personal information, such as (but not limited to) the Seller's name, address, contact details and bank account details for the purposes in clause 17.2.

17.2 Subject to the *Privacy Act 1988* (Cth), the Seller authorises the Agent to:

(a) disclose its personal information to third parties for the purpose of marketing and sales campaigns, for any purpose stated in the privacy statement or privacy policy, and for any related or arising matters, issues or disputes;

(b) keep on its database for future marketing and sales campaigns or similar (including where the Seller is not marketing or selling a property).

17.3 If the entity which the Agent operates through ('Entity') is required to comply with the Australian Privacy Principles (which are contained in schedule 1 of the *Privacy Act 1988* (Cth)) ('APP'), the Entity must have a clearly expressed, up-to-date and compliant policy about the management of personal information it collects.

17.4 If the Entity is required to have a privacy policy under the APP, the policy can be located at the address given in the Form 6 and the Seller acknowledges that this policy is available to them and by signing this Agreement they confirm that they are satisfied with the policy.

17.5 The Seller agrees to provide copies of original photo identification (such as a passport or drivers licence) to the Agent so that the Agent can verify their identity under section 19 of the Regulations.

18. Termination Penalty

In the event the Buyer terminates the Sale Contract during the statutory cooling off period, any 'termination penalty' which the Seller is entitled to pursuant to section 168 of the Act and the Sale Contract will be shared equally by the Agent and the Seller.

19. Indemnity

19.1 The Seller agrees to indemnify and keep indemnified the Agent, its employees, contractors and authorised representatives against all losses, liabilities, costs and expenses (including legal costs on an indemnity basis) arising out of or in connection with:

(a) any breach by the Seller of this agreement or of any warranty or representation made by the Seller;

(b) any incorrect, misleading or incomplete information provided by the Seller to the Agent or any prospective buyer;

(c) any failure by the Seller to disclose material facts about the Property as required by law or regulation, including under the Act and the *Property Law Act 2023* (QLD);

(d) any damage or injury occurring at the Property during inspections or open homes, except to the extent caused or contributed to by the negligence of the Agent;

(e) any loss, damage or destruction to any Property of the Seller or the Agent; and

(f) any injury to or death of any person arising in connection with the Property.

19.2 This indemnity survives the termination or expiry of this Agreement.

20. Complaints

20.1 Any complaint regarding commission, expenses or outgoings should first be made to the Agent.

20.2 The Agent has procedures for resolving complaints and disputes arising from the operation of the Agent's estate agency practice. Please request further information in relation to the procedures if you have a complaint or dispute.

20.3 If the complaint or dispute cannot be resolved in good faith between the parties, complaints can be made to the Office of Fair Trading (Queensland).

21. Notices

21.1 All notices connected with this Agreement ('Notice') must be in writing and addressed to the person and their address details stated on the Authority Particulars. In addition to any other method of service provided by law, a Notice may be:

(a) sent by prepaid post to the addressee set out in this Agreement or subsequently notified;

(b) delivered at the address of the addressee set out in this Agreement or subsequently notified; or

(c) sent by email to the email address of the addressee set out in this Agreement or subsequently notified.

21.2 Notice must be treated as given to and received by the party to which it is addressed:

Residential Sales Agency Agreement

General Conditions

- (a) if sent by post, on the 5th Business Day (at the address to which it is posted) after posting;
- (b) if otherwise delivered before 5 pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery; or
- (iii) if sent by email before 5 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt provided that an email is not treated as given or received if the sender's computer reports that the message has not been delivered.

22. Entire Agreement

This Agreement (including the Form 6, General Conditions, Annexures and any other attachment) constitutes the entire agreement between the parties in relation to the matters in this Agreement and supersedes all prior agreements, understandings and negotiations between the parties in relation to those matters.

23. Counterparts and Execution

- 23.1** This Agreement (identical in form and content) may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant document.
- 23.2** A copy of an original executed counterpart sent by facsimile machine, email or link emailed:
- (a) will be treated as an original counterpart;
 - (b) is sufficient evidence of the execution of the original; and
 - (c) may be produced in evidence for all purposes in place of the original.
- 23.3** The person signing this Agreement warrants that they have full authority to sign on behalf of the party they represent and has the authority to bind that party.
- 23.4** Each party consents to this Agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy. The parties acknowledge and agree that electronic signatures will have the same quality of integrity as a written signature including if the signature is:
- (a) computer generated;
 - (b) by computer pen;
 - (c) by a typed mark or name;
 - (d) physically signed on paper and scanned electronically; or
 - (e) any electronic symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record or document.
- 23.5** Where either party applies an electronic signature to this Agreement or any other document attached or annexed to such:
- (a) that party confirms that the method of identifying the person, their intention to be bound and method of signing is reliable and conclusive evidence of that party's intention to be legally bound by that document;

- (b) each party is able to rely on the electronic signature as if that party had signed the relevant document by manuscript signature in accordance with all legal requirements; and
- (c) each party consents to the conduct of an electronic transaction and the method of electronic signature used by the other party.

- 23.6** Each party agrees that it will not contest the validity or enforceability of this Agreement, a contract or document because it was signed or transmitted electronically. Each party will not dispute the admissibility or authenticity of this Agreement, a contract or document on the grounds that it is not an original or that any signature was not manually affixed.

24. Financial crime laws

- 24.1** The Seller acknowledges that the Agent is required by law (including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth)) to obtain and verify certain information and documentation about the Seller and, where relevant, the Seller's subsidiaries, affiliates, related parties, related entities and relatives.
- 24.2** The Seller agrees to provide such information as the Agent requires promptly on request and, in doing so, confirms that the information provided is complete, true, accurate and not misleading. The Seller acknowledges and agrees that the Agent will not commence work or continue acting, unless the Agent is satisfied that the information provided by the Seller is sufficient, complete, true, accurate and not misleading.
- 24.3** The Seller consents to the Agent using third-party providers to collect and verify the Seller's information, including through electronic identity verification, and to disclosing relevant information to them for this purpose.
- 24.4** The Seller acknowledges that applicable legislation may impose statutory obligations, including reporting obligations that may involve the disclosure of confidential information, and that it may constitute an offence to provide false or misleading information or to obtain services anonymously or under a false name.
- 24.5** The Agent may terminate this Agreement where requested information is not provided, is determined to be incomplete, insufficient, false, inaccurate, or misleading, or if continuing to act would require the Agent to breach any legal, ethical, or professional obligations. The Seller acknowledges that the Agent need not provide a reason for such termination.
- ### 25. AML Expenses
- 25.1** The AML Expenses are separate to and in no circumstances form part of the Commission.
- 25.2** The Seller acknowledges that:
- (a) the AML Expenses are payable by the Seller to the Agent within 14 days of receiving written notice from the Agent to pay the AML Expenses; and
 - (b) the AML Expenses must be paid by the Seller to the Agent pursuant to clause 25.2(a) regardless of whether the Agent sells the Property.
 - (c) The Agent acknowledges that the Seller will not be liable for the payment of any AML Expenses in excess of the amount set out in this Agreement, unless such additional expenses have been agreed by the Seller in writing.

Residential Sales Agency Agreement

Signed by the Seller(s)

	Signature		Signature
	Date		Date
	Full name		Full name
	Signature		Signature
	Date		Date
	Full name		Full name

Signed by the Agent

	Date

Residential Sales Agency Agreement

Annexure 2 - Seller's Disclosure

		(Seller to select one)
1. Are there any unregistered easements relevant to the Property?	☐ No	☐ Yes, details below
2. Are there any other unregistered encumbrances which affect the Property?	☐ No	☐ Yes, details below
3. Are there any agreements in place with any neighbours or the relevant Council regarding access over areas of the Property (including any oral agreements)?	☐ No	☐ Yes, details below
4. Is the Property affected by any notice issued by Commonwealth, state or local government regarding any transport infrastructure proposals?	☐ No	☐ Yes, details below
5. Is the Property affected by any notice issued under the <i>Environmental Protection Act 1994</i> ? (including any notice under sections 408(2), 369C(2) or 347(2).	☐ No	☐ Yes
6. Is the Property affected by any tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> ?	☐ No	☐ Yes
7. Is the Property affected by the <i>Queensland Heritage Act 1992</i> or included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cth)?	☐ No	☐ Yes
8. Is there a pool at the Property? Note: If there is a pool at the Property the Seller is required to provide a pool compliance certificate	☐ No	☐ Yes
9. Has there been building work carried out at the Property in the last 6 years under an owner builder permit? Note: if yes, the Seller must provide a section 47 notice (<i>Queensland Building and Commission Act 1991</i>).	☐ No	☐ Yes
10. Are there any unsatisfied show cause notices or enforcement notices under the <i>Building Act 1975</i> (sections 246AG, 247 or 248) or under the <i>Planning Act 2016</i> (sections 167 or 168)	☐ No	☐ Yes, details below
11. Has the Seller been provided with any notice or order from a local, State or Commonwealth government, court or tribunal or other competent authority requiring work to be done or money to be spent in relation to the Property? Note: if yes, a copy of the notice must be provided.	☐ No	☐ Yes
12. Is the Seller aware of any asbestos at the Property?	☐ No	☐ Yes, details below
13. Is the Property included in a community titles scheme?	☐ No	☐ Yes
14. If the Property is included in a community titles scheme, the Seller confirms that they have provided the required information to the Seller: Note: If the Seller is unable to provide any required information about the body corporate, the Seller authorises the Agent to obtain the information directly from the relevant body corporate on their behalf (see clause 16.3).	☐ community management statement ☐ body corporate certificate ☐ any other information reasonably required for the purposes of the Sale Contract.	
15. Are there compliant electrical safety switches installed at the Property? Note: if unknown, a specialist should be engaged to confirm compliance.	☐ Yes	☐ No ☐ Unknown
16. Are there compliant smoke alarms installed at the Property? Note: if unknown, a specialist should be engaged to confirm compliance.	☐ Yes	☐ No ☐ Unknown
17. Is the Property subject to an existing tenancy? If Yes, the Seller must complete Annexure 4 - Tenancy Details	☒ Yes	☐ No

Residential Sales Agency Agreement

Annexure 2 - Seller's Disclosure

The Seller warrants that all information provided in this Annexure 2 is correct to the best of its knowledge and belief pursuant to the provisions of clause 14.

Signed by the Seller(s)

	Signature		Signature
	Date		Date
	Full name		Full name
	Signature		Signature
	Date		Date
	Full name		Full name

Residential Sales Agency Agreement

Annexure 3 - Seller Acknowledgements

The Owner provides the following acknowledgements and warranties under the Act and the Regulations:

(Seller to tick to confirm)

Section 103 (Act)

The Seller acknowledges that the Agent has explained before the Seller has signed this Agreement:

1. whether the appointment of the agent under this Agreement is a sole agency or an exclusive agency;
2. the term of the appointment of the agent;
3. the Seller's entitlement to negotiate the term of the appointment up to a maximum of 90 days; and
4. the consequences for the Seller if the Property is sold by someone other than the agent during the term of the appointment.

☐☐☐☐

Section 19 (Regulations)

The Seller acknowledges that the Agent has, before auctioning the Property or listing the Property for Sale, has taken reasonable steps with the Seller to establish and verify the ownership of the Property and the Property description. The Seller warrants that, other than as disclosed in this Agreement, the Seller is the owner of the Property or is otherwise, at law, authorised to sell the Property.

☐

Section 20 (Regulations)

The Seller acknowledges and warrants that, other than as disclosed in this Agreement, there are no other matters that are material to the sale of the Property.

☐

Section 21 (Regulations)

The Seller acknowledges and agrees that the Agent has taken reasonable steps to ascertain whether the Seller has already appointed another agent prior to accepting the appointment as agent.

The Seller either confirms that:

1. the Seller has not appointed another agent to perform the services listed in this Agreement; or
2. the Seller is not able to confirm that they have not appointed another agent and accordingly they have received a written statement from the agent advising that if the agent is appointed and the services are performed, the Seller may be required to pay:
 - (a) a commission to both the agent and any previously appointed agent; and
 - (b) damages for any breach of contract under the existing agent's appointment.

☐☐

The Seller confirms the above acknowledgements and warranties are true and correct:

Signed by the Seller(s)

Signature
Date

Signature
Date

Full name

Full name

Signature
Date

Signature
Date

Full name

Full name

Residential Sales Agency Agreement

Annexure 4 - Tenancy Details

Seller to complete this Section:

Tenant Name(s) _____

Term: ☐ Fixed: Commencement Date: _____ End Date: _____
☐ Periodic: Commencement Date: _____

Managing Agent _____ Phone: _____

Rent: \$ _____ per week Payable in advance ☐ Weekly ☐ Fortnightly ☐ Calendar monthly

Bond: \$ _____ Date of last Rent increase: _____

Evidence of last rent increase: ☐ Provided ☐ Not Provided for the following reasons:

Residential Sales Agency Agreement

Annexure 5 - Agent's Estimate of Selling Price

Comparable Properties

Details of sales of comparable land to the Property.

Address of comparable property	Price	Date of Sale
	\$	
	\$	
	\$	

Any other information on which the Agent will rely in support of their estimate of the selling price for the Property.

Residential Sales Agency Agreement

Annexure 6 - Marketing Plan

Advertising / Marketing:

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

Residential Sales Agency Agreement

Annexure 7 - Property Information

Property type (select one)

☐ House ☐ Apartment ☐ Acreage ☐ Unit ☐ Rural ☐ Duplex ☐ Townhouse ☐ Retirement Living ☐ Vacant Land

Year built: _____

Size (m²): _____

Construction (select as applies)

- ☐ Brick
- ☐ Timber
- ☐ Concrete
- ☐ Hardiplank
- ☐ Fibro
- ☐ Rendered
- ☐ Cladding
- ☐ Brick Veneer
- ☐ Block

Appliances (select as applies)

- ☐ Gas stove
- ☐ Electric stove
- ☐ Oven
- ☐ Hot Plate
- ☐ Rangehood
- ☐ Microwave
- ☐ Refrigerator
- ☐ Dishwasher
- ☐ Disposal Unit
- ☐ Washing machine
- ☐ Dryer
- ☐ Ducted vacuum

Type (select one)

- ☐ Single storey
- ☐ Split-level
- ☐ Double storey
- ☐ Multilevel

Roof (select one)

- ☐ Tiles
- ☐ Fibro
- ☐ Iron
- ☐ Colorbond

Room details (Total number of rooms)

Bedrooms 3 BIR _____
Lounge _____
Dining _____
Lounge/Dining Comb _____
Rumpus/Family _____
Media room _____
Bathroom 2 _____
Kitchen _____
Dining/Kitchen Comb _____
Pantry _____
Ensuite _____
Separate toilets _____
Separate shower _____
Laundry _____
Study/Office _____
G/shed/Shed/Stables _____
Other room _____

Features (select as applies)

- ☐ Cable TV
- ☐ Fireplace
- ☐ Air conditioned
 - ☐ Ducted - Refrigerated
 - ☐ Ducted - Evaporative
 - ☐ Split Systems
 - ☐ Other _____
- ☐ Heated
 - ☐ Gas
 - ☐ Electric
 - ☐ Ducted
 - ☐ Combustion
 - ☐ Other _____
- ☐ Veranda/Deck
- ☐ Entertaining area/Pergola
- ☐ Terrace/Paved
- ☐ BBQ
- ☐ Bar
- ☐ In-ground pool
- ☐ Above-ground pool
- ☐ Fenced
 - ☐ Sides fenced
- ☐ Tennis court
- ☐ Water frontage
- ☐ Water access
- ☐ Jetty
- ☐ Spa
- ☐ Sauna
- ☐ Gym

- ☐ Ceiling fans
- ☐ Security system
- ☐ Window and Door security screens
- ☐ Window Locks
- ☐ Intercom system
- ☐ Smoke Alarms
- ☐ Watering System
- ☐ Rain water tank
- ☐ Bore
- ☐ Solar electricity system
- Number of kilowatts _____
- ☐ Solar Batteries

Insulation (select as applies)

- ☐ Ceiling
- ☐ Internal Walls
- ☐ External Walls

Community Facilities (close by)

Primary school _____ m
Secondary school _____ m
Bikeway _____ m
Park _____ m
Sporting facilities _____ m

Transport (close by)

Bus _____ m
Train _____ m
Ferry _____ m

Hot water system (select as applies)

- ☐ Gas
- ☐ Electric
- ☐ Solar

Interior Walls (select as applies)

- ☐ Plasterboard
- ☐ Timber
- ☐ Brick
- ☐ Block
- ☐ Fibro

Services (select as applies)

- ☐ Mains Water
- ☐ Mains Sewered
- ☐ Septic
- ☐ Mains Gas
- ☐ Gas cylinder
- ☐ Mains Electricity
- ☐ Telephone
- ☐ NBN
- ☐ Cable in street

Outlook (select one direction)

- ☐ North ☐ East
- ☐ South ☐ West
- ☐ North-east ☐ South-east
- ☐ South-west ☐ North-west

Other / Included Chattels

Residential Sales Agency Agreement

Annexure 8 – AML Expenses

Costs for Seller verification:

Insert description of cost (ie. technology related cost for verification platform)

	\$	☐ Fixed cost	☐ Per Seller
	\$	☐ Fixed cost	☐ Per Seller
	\$	☐ Fixed cost	☐ Per Seller

Costs for Buyer verification:

Each of the below costs is payable per proposed Buyer unless otherwise specified.

	\$
	\$
	\$

Additional costs:

Insert description (ie. multiple buyers fee, additional foreign owner charge, company search)

	\$
	\$
	\$

MARKETING AGREEMENT

QUOTE NO | 1032

Image Sales Pty Ltd
57 KIRBY RD, ASPLEY QLD 4034,
AUSTRALIA

REFERENCE

47 Chalk Circuit, North Lakes QLD 4509

ABN
58 640 877 345Naomi Brooke Pearce
James William Joseph Pearce

DATE | 09 Jun 2026

DESCRIPTION

QTY PRICE

Campaign Services

Campaign Creation and Property Reporting 1 \$149.00

Internet

Luxe Unlimited - Buy 1 \$4,733.00

Premiere All Unlimited Buy 1 \$2,749.00

Property Showcase 1 \$193.00

Property Showcase Buy 1 \$840.00

Suburb Sponsorship 1 \$869.00

eBrochure All Buy 1 \$0.00

Sub Total \$8,666.36

GST \$866.64

Total campaign (inc GST) \$9,533.00

Pay by card \$9,676.00

Pay by EFT \$9,533.00

Pay at settlement \$10,176.48

NAME Naomi Brooke PearceNAME James William Joseph Pearce

SIGNATURE _____

SIGNATURE _____