

Commercial/Industrial Exclusive Leasing Agency Agreement

The Property, Stock and Business Agents Act 2002 and the Property, Stock and Business Agents Regulations 2003 require all agreements to be in writing and contain prescribed terms.

EAC134

PRINCIPAL ("the Principal")

Registered for GST ☐ Yes ☐ No

ABN/ACN

Name:

Address:

Phone:

Mobile:

Fax:

Email:

LICENSEE ("the Licensee")

Registered for GST ☐ Yes ☐ No

ABN/ACN

Name:

Business Name:

Licence Number:

Address:

Phone:

Mobile:

Fax:

Email:

PRINCIPAL'S SOLICITOR/LICENSED CONVEYANCER

Name:

Address:

Phone:

Mobile:

Fax:

Email:

PROPERTY ("the Property")

Address:

Phone:

Lettable area:

Fixtures and Fittings included:

Fixtures and Fittings excluded:

1. The Principal appoints the Licensee as its exclusive agent and authorises the Licensee to lease the Property from the date of this agreement until the Property is leased or this agreement is terminated by giving not less than days written notice given by the Principal or the Licensee to the other. Any such termination shall not affect either party's rights accrued or obligations incurred prior to the termination.

2. The Principal authorises the Licensee, on behalf of the Principal, to:

- | | |
|---|--|
| (a) Undertake an initial inspection of the property | <input type="radio"/> Yes <input type="radio"/> No |
| (b) Arrange inspections of the Property by prospective tenants | <input type="radio"/> Yes <input type="radio"/> No |
| (c) Complete an inventory of fixtures, fittings and chattels to be included | <input type="radio"/> Yes <input type="radio"/> No |
| (d) Obtain and verify references and choose a tenant | <input type="radio"/> Yes <input type="radio"/> No |
| (e) Submit all references to the Principal for acceptance | <input type="radio"/> Yes <input type="radio"/> No |
| (f) Receive security deposit or bank guarantee as required under the Lease | <input type="radio"/> Yes <input type="radio"/> No |
| (g) Collect initial rent and receipt the same | <input type="radio"/> Yes <input type="radio"/> No |
| (h) Sign a lease on behalf of the Principal except if any lease is to be registered at the Land Property Management Authority | <input type="radio"/> Yes <input type="radio"/> No |
| (i) Other: | <input type="radio"/> Yes <input type="radio"/> No |

3. Unless the Principal otherwise agrees the following are to apply to the leasing:

- (a) The term of the Lease is to be including any option period
- (b) The rent is to be \$ per or such other rent as the Principal shall agree, payable in advance.
- (c) A security deposit/bank guarantee in the sum equal to \$ to be paid shall equate to rent in respect of the Property to be leased.
- (d) If the Property includes the Principal's fixtures and fittings as set out in the Inventory furnished by the Principal a fee calculated at for those fixtures and fittings.
- (e) Other:

4. In connection with any expenses incurred or services performed by the Licensee for and on behalf of the Principal, the Licensee discloses all rebates, discounts or commissions that the Licensee will or may receive in respect of the expenses charged under this Agreement and the estimated amount of those rebates, discounts or commissions to the extent that the amount can reasonably be estimated are set out below. The Principal agrees that the Licensee is entitled to retain all such rebates, discounts, commissions and other benefits.

[If no rebates etc. are received write 'NIL' on each box]

Name of Source of Rebate:

Estimated Amount of Rebates, Discounts or Commissions:

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

5. The licensee is authorised to inspect the Property and to prepare a written report on them.

6. A prospective tenant is entitled to inspect the Property in the following circumstances:

7. The Licensee is authorised to advertise the availability of the Property for leasing at a cost not exceeding \$ and is entitled to reimbursement for that cost as and when the same is incurred.

Manner of advertising and promotion as follows:

8. For the services performed under this agreement the Licensee will be entitled to:

- (a) A leasing fee of % (GST Inclusive) of the average GST Inclusive annual rent reserved under the Lease or any Agreement to Lease or an amount of \$
- (b) A fee of \$ (GST inclusive) for the inspection and report referred to in Clause 5.
- (c) Reimbursement of Government imposts applicable at the time and any tax in the nature of goods and services tax, and bank charges, in relation to the performance of the Licensee's authorities or duties under this agreement as and when charged.

9. The Licensee will be entitled to the fees (set out in Clause 8) when:

- (a) during the Exclusive Agency Period the Principal enters into an Agreement to Lease or a Lease (which includes by way of an option being exercised under the Lease) for the leasing of the Property, or of an interest in the Property, to any person (including a co-owner), whether or not that person was introduced to the Principal or to the Property by the Licensee, or
- (b) after termination of this Agreement, a tenant found or chosen by the Licensee during the currency of this Agreement, deals with the property as set out in (i) to (v) below and will fall due and payable when any of the following occur:
 - (i) immediately upon the Lessee entering into an Agreement to Lease of the Property; or
 - (ii) the Lessee procures any other person to execute an Agreement to Lease or a Lease of the Property; or
 - (iii) pays rent for the Property; or
 - (iv) procures any other person to pay rent of the Property in any capacity; or
 - (v) if the Principal permits the Lessee to enter into possession of the Property or the Lessee procures any other person to enter into possession of the Property.

10. The Licensee is authorised to deduct from any monies paid to the Licensee on behalf of the Principal all costs and fees payable to the Licensee under this agreement.

11. The services and amounts set out in this agreement cannot be varied except with the agreement in writing of the Principal.

12. The Principal warrants to the Licensee that the Principal has authority to enter into this agreement with the Licensee.

13. The Principal acknowledges that the letting fee referred to in Clause 8 (a) is payable to the Licensee if the tenant referred to in Clause 9 is found by the Principal or by any other person.

14. The Principal will keep the Licensee indemnified against all actions, claims and demands brought against, and all costs, losses and liabilities incurred by the Licensee in the course of or arising from the exercise or performance of the Licensee's authorities or duties under this agreement.

15. The Principal must pay any goods and services tax payable in respect of anything done or supplied by the Licensee under this Agreement, or reimburse the Licensee on demand for any such tax paid by the Licensee.

- 16.** The Privacy Act 1988 (Cth) regulates the collection, use, disclosure and maintenance of personal information by the Agent from the Principal. The information is collected by and pursuant to this Agreement.
- The information collected enables the Agent to act for and on behalf of the Principal and to carry out effectively the Agent's obligations under and pursuant to the terms of this Agreement and to perform and promote the Real Estate Agency services of the Agent. Some of the information is required by law and without it the Agent may not be able to act for and on behalf of the Principal. The intended recipients of the information are any person to whom, and body or agency to which, it is usual to disclose the information to enable the Agent to perform the services under or pursuant to this Agreement, Real Estate Agency services and as otherwise permitted by the Privacy Act 1988, including potential tenants, actual or potential landlords, contractors (tradespeople), print and electronic media, internet, State or Federal authorities, or organisations (as well as owners' corporations and community associations).
- The Principal has the right of access the information and may do so by contacting the Agent. The Principal has the right to correction of the information if it is not accurate, up-to-date and complete.

17. FINANCIAL AND INVESTMENT ADVICE

WARNING: Any financial or investment advice provided to the Principal by the Licensee is general advice and does not take into account the individual circumstances of the Principal or the Principal's objectives, financial situation or needs. The Principal must seek and rely on his/her/its own independent financial and investment advice from an appropriate licensed financial adviser.

18. REMITTANCES

Cheque to Accompany Statement: ☐ Yes ☐ No

Pay to the credit -----

Bank: -----

Branch Address: -----

Branch (BSB) and Account No.: -----

SIGNATURE OF, OR ON BEHALF OF, PRINCIPAL/S

SIGNATURE OF AGENT

Date of Agreement: / /