

BMG LTD SOLE AGENCY AGREEMENT

A. APPOINTMENT OF AGENT

1. The Agent is BMG Limited

(referred to in this Agreement as BMGL)

The client is

.....

The Property is.....

.....

B. SOLE AGENCY APPOINTMENT

1. The client appoints BMGL as its sole agent.

(i) BMGL undertakes to use its best endeavours to effect a sale of the property.

And (if applicable)

(ii) We instruct BMGL to offer our property for sale by

public auction tender set date of sale

on the day of 20..... Time Place

2. **Commencement date:** This day of 20.....

3. **Expiry date:** 90 days after the commencement date or such other date as agreed by the parties being the day of 20..... pursuant to s131(1) of the Real Estate Agents Act 2008.

4. **Renewal:** The sole agency can only be renewed in writing by way of a renewal agreement.

5. The renewed agreement is a new sole agency agreement.

6. **Cooling Off:** This sole agency may be cancelled by the client by 5.00 pm on the first working day after the day on which a copy signed by BMGL of this sole agency agreement is given to the client. Notice of cancellation may be given to BMGL by email. The relevant BMGL contact details are as follows:

Email address: brian.mahoney@bmg.co.nz

7. **Fees and Commission:** BMGL will be entitled to fees and commission if the property is unconditionally sold or exchanged for other property (land or otherwise), either:

(a) during the period of this agency or any renewal; or

(b) to a purchaser who is introduced to the property during the period of this agency or any renewal, even if that purchaser does not enter into a binding agreement to purchase or exchange the property until after this agency has ended or;

(c) where an agreement made during the period of this agency becomes unconditional after the period of the agency, and whether the agreement required extension or alteration; and regardless of either:

(d) the sale or exchange of property is effected through this agency, or another real estate agent or privately by the client;

(e) the purchaser has been introduced to the property prior to this agency.

8. The client acknowledges and agrees that:

(a) before signing this agreement the client has been advised of the need to cancel any other agency for the sale of the property, otherwise the client may be liable to pay full commission to more than one agent in the event that a property is sold or exchanged as referred to in clause 7 above;

(b) the client will refer any subsequent enquiry or negotiations from other agents directly to BMGL;

(c) BMGL has exclusive "FOR SALE" and "SOLD BY" sign rights, also intellectual Internet publishing rights;

(d) if this agency is an auction, BMGL will offer the property by public auction on such terms and conditions as are contained in the auction programme approved by the client;

(e) if the property is withdrawn during the period of sole agency, BMGL may recover any costs of agency funded marketing;

(f) on expiry of this sole agency the client appoints BMGL as general agent for the sale of the property

C. FURTHER PROVISIONS IN RESPECT OF SOLE AGENCY APPOINTMENTS

1. **The client acknowledges and agrees:**

(a) information, including this Agreement, may be sent, and deemed delivered, to each client in any of the following manners:

(i) delivered to the client in person;

(ii) sent by post to the client's specified address;

(iii) sent by fax at the client's specified fax number;

(iv) sent via email to the client's specified email address.

(b) that their preferred delivery method is correct and selected below

client's address (business/residential)

client's fax number

client's email address

(c) to the listing information and particulars of the sale of the property being passed to any persons for marketing purposes and statistics compiled and distributed by any source utilised by BMGL.

(d) BMGL is authorised to receive a deposit on their behalf;

(e) BMGL is entitled to retain from the deposit its fees and commission plus GST;

(f) if no deposit is paid, the client will pay BMGL's fees and commission plus GST immediately on receipt of an invoice from BMGL;

(g) the client accepts personal liability for fees and commission by signing this agreement;

(h) where the property is owned by more than one owner, each owner warrants that they are authorised to enter into this agency agreement and agree that liability for the fees is joint and several;

(i) in the event that the property is marketed as an open home, the client accepts that BMGL will use its best endeavours to secure the property, however, not be responsible for any loss or damage arising from that open home;

(j) the client authorises BMGL in its sole discretion to exclude any persons from that open home without cause being shown;

(k) at the time of signing this agency agreement the client has been provided the property description sheet (which is the property referred to in this Agreement);

(l) that the information on the property description sheet is true and correct and agree to indemnify and hold indemnified BMGL against all costs, damages, claims, expenses, liabilities or proceedings whatsoever, which may arise from the use of any information set out in the property description sheet or any other information with regard to the property that they advise or provide to BMGL;

(m) to the information contained in this agency agreement and the property description sheet, and the price for the sale of the property being passed to and used by:

• any person or organisation for the purpose of marketing of the property for sale;

• any person or organisation for the purpose of the statistics compiled and distributed by BMGL or any source utilised by BMGL

• any service provider associated with BMGL, including but not limited to utilities providers, mortgage providers and insurance providers, for the purpose of the service provider marketing their services in connection with the property;

(n) to the extent that this agency agreement relates to residential property, they acknowledge that they have been provided with a copy of the Real Estate Agents Authority's "Approved Guide", in relation to Agency Agreements;

(o) further information on Agency Agreements and contractual documents are available from the Real Estate Agents Authority and from its website at www.reaa.govt.nz;

(p) the property shall be deemed to be "SOLD" when the client is presented with an unconditional offer from the purchaser at a price and on the terms either as set out in the property description sheet or at any other price or terms agreed by the client;

(q) the purchaser shall be deemed to have been "introduced" to the property where the property has been brought to their attention as being for sale whether by advertisement, signage, verbally, directly or indirectly, during the term of the agency appointment;

(r) they may contact BMGL at any time to request access to, and correction of, the information they have provided in this agency agreement and the property description sheet;

(s) to keep confidential the contents/information provided in this agency agreement, including information provided by BMGL regarding the transaction to which this agreement relates;

(t) the client has a reasonable opportunity to seek legal, technical or other advice and information regarding this agreement; and

(u) BMGL must comply with its obligations under the Auctioneers Act 1928 and its amendments thereof.

2. **Rebates:** The client authorises the agent for Ray White to retain any rebates, discounts or commissions obtained in relation to any expenses or in connection with any real estate agency work as specified in Schedule A to this agency agreement.

3. **Prior Agency Arrangement:** The client acknowledge either (delete one):

• They have not appointed any other Real Estate Agents to sell this property.

• They have appointed the following general or sole agents prior to this agreement:

.....

D. MARKETING AND EXPENSES

The client authorises BMGL to spend \$ on the agreed marketing programme (Schedule B) or the property and any other authorised expenses. The client agrees that they shall pay BMGL this sum prior to the commencement of the marketing programme.

E. FEES PAYABLE

1. **The fee payable on all sales as defined in clause B7 of this agreement, including sales by way of auction is calculated as follows:**

(a) **Freehold Property**

On the sale of any freehold property:

Firstly, a basic fee of \$750.00 which includes the auctioneer's fee

As detailed on bmg.co.nz/fees

(b) An estimated cost of \$ of commission is payable by the client based on the appraised price of the property inclusive of GST.

(c) **Leasehold Property**

In the case of leasehold property the (freehold rate) will apply plus a further 1% of the total consideration.

(d) A minimum fee of \$8,000 will be payable on any transaction.

(a) (c) (d) ARE ALL PLUS GOODS AND SERVICES TAX.

EXECUTION BY PARTIES

The client has read and understands the content of this Agreement.

Dated the day of 20

Owner/s name

Owner/s signature

Licensee BMG Limited, PO Box 300 800, Albany, Auckland 0752

Licensee Name Licensee Signature Licensee Status Licensee Number

Office Licensee #1 Licensee #2

Date Price Listing Type Auc / Ten / Excl / JE Property Type Style

Address Unit No. Street Suburb City

Vendor

Ph Res Bus Mob Fax Email

Contact Postal Address Reason for selling

Solicitor Acting Ph Email

Land Area m² / ha / acre Building Area m² / ft² Local Authority Zoning CV

Legal Lot: DP: CT: RV \$ RV Yr: Rates: p.a. Body Corp p.a.

Crosslease / Strata Undivided One Share Reg/ Lease No. of flat garage / carport on DP

Freehold / Leasehold Lease \$ p.a. Lease Expiry Lessor Age Under Construction

Owner Occupied / Vacant / Tenanted Tenant Name Phone Rent \$ p.w.

Key Lockbox Other Located Source

Alarm Code In Out Located Sign Yes No

<p>Chattels</p> <p>Blinds <input type="checkbox"/></p> <p>Burglar Alarm <input type="checkbox"/></p> <p>Curtains <input type="checkbox"/></p> <p>Dishwasher <input type="checkbox"/></p> <p>Drapes <input type="checkbox"/></p> <p>Extractor Fan <input type="checkbox"/></p> <p>F/Floor Covers <input type="checkbox"/></p> <p>Garden Shed <input type="checkbox"/></p> <p>Garage Door Opener <input type="checkbox"/></p> <p>Heated Towel Rail <input type="checkbox"/></p> <p>Light Fittings <input type="checkbox"/></p> <p>Pool Accessories <input type="checkbox"/></p> <p>Rangehood <input type="checkbox"/></p> <p>Stove <input type="checkbox"/></p> <p>TV Aerial <input type="checkbox"/></p> <p>Waste Master <input type="checkbox"/></p> <p>Other Chattels</p> <p><input type="text"/></p> <p>Excluded Chattels</p> <p><input type="text"/></p> <p>Rooms</p> <p>Double Bedrooms <input type="text"/></p> <p>Single Bedrooms <input type="text"/></p> <p>Family Room <input type="checkbox"/></p> <p>Rumpus <input type="checkbox"/></p> <p>Separate Laundry <input type="checkbox"/></p> <p>Study <input type="checkbox"/></p> <p>Sunroom <input type="checkbox"/></p> <p>Attic <input type="checkbox"/></p> <p>Basement <input type="checkbox"/></p> <p>Sleep-out <input type="checkbox"/></p> <p>Workshop <input type="checkbox"/></p>	<p>Other Features</p> <p><input type="text"/></p> <p>Hot Water</p> <p>Electric <input type="checkbox"/></p> <p>Gas <input type="checkbox"/></p> <p>Heating/Cooling</p> <p>Gas <input type="checkbox"/></p> <p>Kent Style Fire <input type="checkbox"/></p> <p>Open Fire <input type="checkbox"/></p> <p>Pot Belly <input type="checkbox"/></p> <p>Heat Pump <input type="checkbox"/></p> <p>Kitchen</p> <p>Designer <input type="checkbox"/></p> <p>Modern <input type="checkbox"/></p> <p>Standard <input type="checkbox"/></p> <p>Dining</p> <p>Comb. Kitchen <input type="checkbox"/></p> <p>Separate <input type="checkbox"/></p> <p>Open Plan <input type="checkbox"/></p> <p>Bathroom/Toilets</p> <p>Sep Bathrooms <input type="checkbox"/></p> <p>Sep Toilets <input type="text"/></p> <p>Sep Shower <input type="text"/></p> <p>Com Bth/Toilets <input type="text"/></p> <p>Ensuites <input type="text"/></p>	<p>Lounge</p> <p>Lounge/Dining Comb <input type="checkbox"/></p> <p>Separate <input type="checkbox"/></p> <p>Stove</p> <p>Electric <input type="checkbox"/></p> <p>Gas (Reticulated) <input type="checkbox"/></p> <p>Gas (Bottled) <input type="checkbox"/></p> <p>Interior</p> <p>Ceilings <input type="text"/></p> <p>Insulation <input type="text"/></p> <p>Joinery <input type="text"/></p> <p>Garaging</p> <p>Single <input type="checkbox"/></p> <p>Double <input type="checkbox"/></p> <p>Tandem <input type="checkbox"/></p> <p>More than two <input type="text"/></p> <p>Carport <input type="checkbox"/></p> <p>Internal Access <input type="checkbox"/></p> <p>Lockup <input type="checkbox"/></p> <p>Off St Parking <input type="checkbox"/></p> <p>No Garaging/Carport <input type="checkbox"/></p> <p>Base</p> <p>Block <input type="checkbox"/></p> <p>Concrete <input type="checkbox"/></p> <p>Wooden <input type="checkbox"/></p> <p>Brick <input type="checkbox"/></p> <p>Pole <input type="checkbox"/></p> <p>Fibrolite <input type="checkbox"/></p>	<p>Fencing</p> <p>Fully Fenced <input type="checkbox"/></p> <p>Partially Fenced <input type="checkbox"/></p> <p>Not Fenced <input type="checkbox"/></p> <p>Roof</p> <p>Iron <input type="checkbox"/></p> <p>Concrete Tile <input type="checkbox"/></p> <p>Decramastic <input type="checkbox"/></p> <p>Long Run <input type="checkbox"/></p> <p>Colour Steel <input type="checkbox"/></p> <p>Shingle <input type="checkbox"/></p> <p><input type="text"/></p> <p>Exterior</p> <p>Weatherboard <input type="checkbox"/></p> <p>Hardiplank <input type="checkbox"/></p> <p>Cedar <input type="checkbox"/></p> <p>Brick <input type="checkbox"/></p> <p>Insulclad <input type="checkbox"/></p> <p>Plaster <input type="checkbox"/></p> <p>Fibrolite <input type="checkbox"/></p> <p>Concrete Block <input type="checkbox"/></p> <p>Weatherside <input type="checkbox"/></p> <p>Castlewall <input type="checkbox"/></p> <p>Linea <input type="text"/></p> <p><input type="text"/></p> <p>Swimming</p> <p>Above Ground <input type="checkbox"/></p> <p>In Ground <input type="checkbox"/></p> <p>Spa Pool <input type="checkbox"/></p>	<p>Features</p> <p>Decking <input type="checkbox"/></p> <p>Polished Floors <input type="checkbox"/></p> <p>Walk-in Wardrobe <input type="checkbox"/></p> <p>Floors</p> <p>Single Storey <input type="checkbox"/></p> <p>Two Storey <input type="checkbox"/></p> <p>Section Contour</p> <p>Level <input type="checkbox"/></p> <p>Sloping <input type="checkbox"/></p> <p>Steep <input type="checkbox"/></p> <p>Mixed <input type="checkbox"/></p> <p>Sewage</p> <p>City <input type="checkbox"/></p> <p>Tank <input type="checkbox"/></p> <p>Water</p> <p>Tank <input type="text"/> Ltrs <input type="checkbox"/></p> <p>Bore <input type="checkbox"/></p> <p>Irrigation <input type="checkbox"/></p> <p>Town <input type="checkbox"/></p> <p>Frontage</p> <p>Street <input type="checkbox"/></p> <p>ROW <input type="checkbox"/></p> <p>Levels</p> <p>Above Ground <input type="checkbox"/></p> <p>Below Road <input type="checkbox"/></p> <p>Level with Road <input type="checkbox"/></p> <p>Amenities</p> <p>Gas in Street <input type="checkbox"/></p> <p>Transport <input type="text"/></p> <p>Shops <input type="text"/></p> <p>Schools <input type="checkbox"/></p>
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The client acknowledges that they have been given a copy of the approved BMGL Listing Presentation by the Licensee..... Yes No

The client acknowledges that they may be contacted by a partner business of BMGL Yes No

The client acknowledges that the land/property in question **is / is not** (delete one) subject to any underlying defects

If it is subject to defect please list

The client acknowledges that they are aware of the procedures regarding information about complaints Yes No

The client acknowledges that they have received a copy of the REAA Approved Guide prior to signing this agreement

Schedule A Agent's statement relating to rebates, discounts, and commissions

1. I,

the agent, confirm that, in relation to any expenses for or in connection with any real estate agency work carried out by me for the client in connection with the transaction covered by this Agency Agreement. "(a) I **will not** receive, and am not entitled to receive, any rebates, discounts or commissions, or "(b) I **will** receive, or am entitled to receive, the rebates, discounts and commissions specified below. *Select the paragraph that applies

2. Provide the specified details for each rebate, discount or commission

Expenses to be incurred	Provider of rebate, discount or commission	Amount of rebate, discount or commission
(Specify goods or services to which rebate, discount, or commission relates)	specify name of person or organisation	\$(specify actual or estimated amount* (including GST))

3. I,

the client, authorise the agent, to retain any discount identified above.

Date: / / Signature: (agent)

Date: / / Signature: (client)

*Estimates must be clearly marked as such.