

Appointment of agent—Letting and property management

Property Agents and Motor Dealers Act 2000

This form is effective from 1 July 2009

ABN: 97 406 359 732

Department of **Employment, Economic Development and Innovation (DEEDI)**

WARNING

The client is advised to seek independent legal advice before signing this form.

This form must be completed and a copy 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.

This form enables a person ('the client') to appoint a real estate agent or a resident letting agent ('the agent') to perform one or more letting, leasing or property management services for the client.

Instructions

Please complete in **BLOCK** letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY. If you need help completing this form, please contact the Office of Fair Trading on 13 13 04.

Part 1—Client details

Please provide details of the client name and their full address.

First names Last name

Company name (if applicable)

BN / ACN:

ABN: Registered for GST: Yes No

Address

Suburb State Postcode

Phone () Fax ()

Mobile Email

Part 2—Agent details

Agent's logo (optional).

Agency name

ABN: Registered for GST: Yes No

Licensee name

Address

Suburb State Postcode

Phone () Fax ()

Mobile Email

Licence number Licence expiry / /

Part 3—Property details

Please provide details of the property.

Address

Suburb State Postcode

Lot Plan

Title reference

Part 4—Appointment of agent

	<p>The client appoints the agent to perform the following service/s:</p> <p><input type="checkbox"/> Letting/leasing of property <input type="checkbox"/> Collection of rent</p> <p><input type="checkbox"/> Other property management service/s (please specify)</p> <p style="text-align: center;">(if insufficient space, please attach schedule)</p>
<p>4.1 Performance of service</p>	<p>To the agent: State how you will perform the service/s AND any conditions, limitations or restrictions on the performance of the service/s. (e.g. whether and how often the agent conducts property inspections, whether and to what limit the agent is authorised to supervise and carry out repairs and maintenance on property.)</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p style="text-align: center;">(if space is insufficient, please attach additional sheet/s)</p>
<p>4.2 Type of appointment Tick whichever appointment type applies.</p>	<p>The appointment is a: <input type="checkbox"/> Single appointment (for a particular service) <input type="checkbox"/> Continuing appointment (for a number of services over a period).</p> <p>End of continuing appointment:</p> <p>To the client: If the appointment is a continuing appointment, you may revoke the appointment by giving 90 days notice in writing to the agent, unless you and the agent agree to a shorter notice period (but it must not be less than 30 days).</p>
<p>4.3 Listed rental charge</p>	<p>Listed rental charge:</p> <p>.....</p>
<p>4.4 Assignment clause Tick whether you agree or disagree with the assignment. In the absence of a tick and initials, it is taken that the client does not agree to this assignment clause.</p>	<p>Real estate agent: The client agrees that the agent may, at any stage throughout the appointment, assign the appointment to another real estate agent without changing the terms of the appointment.</p> <p>Resident letting agent: The agent may assign its interest in this appointment to any person or entity which is, or will be, with the approval of the body corporate for the complex in which the property is situated, the letting agent for the complex.</p> <p><input type="checkbox"/> I agree with the assignment clause. <input type="checkbox"/> I disagree with the assignment clause.</p> <p>Client to initial:</p> <p>Note: The client will receive notice of the assignment, including the name and business address of the agent being assigned the appointment.</p>
<h2>Part 5—Commission</h2>	
	<p>To the client: The <i>Property Agents and Motor Dealers Regulation 2001</i> sets a maximum amount of commission chargeable by your agent for the letting and collection of rent on residential property.</p> <p>Please note you have a right to negotiate an amount lower than this amount of commission.</p>

Part 5—Commission continued

5.1 Agreed commission

Please note that you (the client) will have to pay Goods and Services Tax (GST) on any commission chargeable under this appointment.

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

You must express the commission in both formats

Dollar amount	Percentage
Total commission \$ %
GST \$ %
Total payment \$

To the client: For collection of rent –

- **Percentage:** Commission expressed as a percentage is worked out only on the amount of rent or leasing fee actually collected.
- **Amount:** Commission expressed as an amount represents the commission payable if the property is rented at the listed rental charge (see section 4.3 above). If the actual rent charge, or the amount collected in any rental period, is higher or lower than the listed rent charge, the amount of commission payable may vary from the amount stated.

5.2 When payable

Agent to specify when commission is payable.

.....

 Date / /

Part 6—Fees and charges

6.1 Amounts payable

The fees and charges payable by the client for the service are (e.g. bank charges, fee for arranging and supervising repairs and replacements).

Please note that fees and charges chargeable under this appointment are inclusive of Goods and Services Tax (GST).

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6.2 When payable

Agent to specify when fees and charges are payable.

.....

6.3 The maximum value

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

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Part 7—Expenses

7.1 Authorisation to incur expenses

Note: Only the actual amount of any expense can be retained or recovered by the agent, if expenses are authorised.

The client authorises the agent to incur the following expenses in relation to the performance of the service/s: (Agent to complete in relation to each service or category of service.)

7.1.1 **Advertising/marketing** (if any):

.....
 Authorised amount \$:

7.1.2 **Other** (e.g. photocopying, telephone calls, facsimile transmissions, postage, etc):

.....

Part 7—Expenses continued

7.2 Agent’s rebate, discount, commission or benefit

To the agent: State the source and the estimated amount or value or any rebate, discount, commission or benefit that you may receive in relation to any expenses that you may incur in connection with the performance of the service:

Source	Estimated amount (\$)	Value (%)
.....
.....
.....
.....
.....

Part 8—Signatures

Client 1

Please note: If more than two clients, please photo copy this page when blank and attach when complete.

To the client: If you want more information before you sign this form, visit the Office of Fair Trading’s website at www.fairtrading.qld.gov.au or call 13 13 04. All parties are to sign and keep a copy of this appointment.

Signature

Signatory (print name)

Date signed / /

Client 2

Signature

Signatory (print name)

Date signed / /

Agent

Signature

Signatory (print name)

Date signed / /

When performing this service, the agent must comply with the code of conduct for real estate agents or resident letting agents as set out in the *Property Agents and Motor Dealers (Real Estate Agency Practice Code of Conduct) Regulation 2001* or *Resident Letting Agency Practice Code of Conduct*.

**SCHEDULES OR ATTACHMENTS
(if applicable)**