

AUTHORITY TO MARKET

In consideration of the Agent endeavoring to effect a sale on the property described herein I\we [" the Owners \ Vendor(s)"] HEREBY APPOINT you as my\our Selling Agent and give you the authority to market and effect a sale of the property on terms and conditions herein or such other terms and conditions as I\we may accept and which I\we have read and understood.

COMMISSION RATE PAYABLE

If I/We enter into a contract to sell or exchange the property or part thereof either (a) during the period of this agency or (b) after this agency has expired or been cancelled, and any agent appointed under this authority has introduced the purchaser to the property during the period of this agency and that contract becomes unconditional and binding on the parties, whether during or after the period of the agency then I/We agree to pay you commission and/or fees as follows; First a basic fee of \$500.00, plus 4% of the Sale Price, plus Goods And Services Tax (GST) on all fees as above.

SOLE AGENCY AND EXCLUSIVE MARKETING AUTHORITY & APPOINTMENT

I\We hereby appoint you as SOLE AND EXCLUSIVE SELLING AGENT for the property and warrant that during the period of this authority that if the property, or part of it is sold by me\us, or by anyone else not through your instrumentality, that I\we will be liable to pay commission or damages, or both to you. I\we warrant not to grant any other person any Agency during the period of this Authority or I\we shall be liable to pay two commissions. This AUTHORITY shall commence immediately and continue until midnight on the and thereafter you are appointed as agent under the GENERAL AGENCY AUTHORITY APPOINTMENT on the terms and conditions until cancelled.

GENERAL AGENCY AUTHORITY APPOINTMENT

I\We hereby appoint you as GENERAL SELLING AGENT for the property on the terms and conditions appearing herein. This authority shall commence immediately and continue until cancelled by notice in writing which shall be effective no earlier than midnight on the 7th working day from the date of service of such notice to us.

AUCTION \ TENDER AUTHORITY

I\We hereby instruct you to offer for Sale by Tender \ Sale by Auction the property described herein at a Reserve Price to be notified before the Auction, or if by Tender on such Tender Conditions as are agreed. I\we authorise you to sign a Contract at or above that Reserve Price after the Auction date [but not for any Tender]. IN CONSIDERATION of your accepting these instructions and listing the property accordingly I\we HEREBY APPOINT you Sole Selling Agent for the sale of this property upon the terms and conditions herein appearing and at the commission rate as stated herein. The Term of the Sole Agency shall commence immediately and continue until the Auction Date \ Tender Closing Date, and if not sold at that date, then for a period of two calendar months after that date. At the expiration of the Sole Agency as above, this agency appointment shall continue as a General Agency appointment on the terms and conditions set out below.

AUCTION DATE \ TENDER CLOSING DATE/...../.....

MARKETING FEES

I\We agree to pay the sum of \$ to cover any advertising, and other marketing, auction, or tender costs and I enclose this sum herewith and it is agreed that any advertising discounts are retained by you and any unspent monies will be refunded, if payment is not enclosed then I agree to pay the same immediately on receipt of an invoice.

TERMS AND CONDITIONS

The Vendor(s) and/or any other signatory to this authority acknowledges, warrants, and agrees:

- (a) You are instructed to collect any deposit on the Vendors behalf and are hereby authorised to deduct any fees, commissions and other expenses from the deposit.
- (b) If a deposit is not received by the Agent the Vendor hereby agrees to pay the Selling Agent any fees, commissions and other entitled expenses at the rate herein appearing upon the Agreement for Sale and Purchase becoming unconditional and binding on the vendor, and I agree to pay the same immediately on receipt of an invoice.
- (c) The fee may be shared as agreed between the Agent and any other agent that becomes the Selling Agent who is authorised to sell the property under the terms of this authority.
- (d) Any signs, photograph(s), electronic advertising, display materials, or Open Day marketing that you consider necessary may be displayed or used for promotional purposes, and if any Open Day is held then the vendor acknowledges and agrees that the Agent shall not be liable for any loss or damage arising from such or any Open Day.
- No Agent appointed under this authority is permitted to sign any Agreement for Sale and Purchase for the sale of the property, but is permitted to receive any referral fee or other benefits associated with or related to this transaction.
- The Agent is authorised to collect publish and use, for marketing and sale purposes all information pertaining to this authority including the price and to supply such information as may be required to effect a sale to other agents appointed under this authority and to any prospective purchasers and to use such information for statistics compiled by the R.E.I.N.Z or for any similar statistical organization.
- The Vendor hereby indemnifies the Agent(s) against any claim or claims by any Purchaser or any other person for compensation in respect to any chattel or fixture of the property that the Vendor hereby warrants is free from charge or encumbrance whatsoever. Further the Vendor has read the property description information and warrants and certifies that such information is correct in all respects, and further does hereby provide a full indemnity to the Agent(s) for all or any damages, losses, costs, or fines, awarded, howsoever incurred or suffered, either as result of any claim made by any Purchaser, proposed Purchaser, or any other person arising from the use of that property description information, or of any other information or representation(s) whatsoever supplied or made by the Vendor.
- The Vendor warrants and undertakes that where work has been done or permitted to be done on the property by the Vendor for which an authority, consent, permit or license is required by law an authority, consent, permit or licence was obtained for those works and such works were carried out in accordance with the same and if the property is on a Composite or Unit Title such title is to the Vendor's best belief free from defect.
- The Vendor further warrants that they have made disclosure of all requisitions, notices, or requirements at the date hereof [including any structural problem with the property, or it's construction, or materials used in it's construction] and will inform the Agent of any requisitions, notices, requirements or any structural problem with the property or it's construction, or materials used in it's construction, that they become aware of during the period of this Agency.
- If the Agency appointment herein is a Sole Agency appointment then the Vendor agrees to immediately cancel all other current Agency Appointments, and hereby acknowledge that they have been advised of the need to so cancel any other Agency Appointments, and that failure to do so will result in the vendor being liable for payment of more than one commission.
- The vendor acknowledges that where the service is required for business purposes, then the provisions of the Consumer Guarantees Act 1993 shall not apply and in particular if applicable I\We warrant that we have an OSH Policy in place and hereby agree to make the Agent and any attendee or invitee aware of such OSH Policy, and to disclose, point out or show any hazards of whatsoever nature, and to include the Agent and any attendee or invitee under the terms of such OSH Policy.
- This Contract constitutes a charge against the property herein agreed to be sold for the amount of commission payable, for the purposes for the Land Transfer Act 1952.
- If the person signing this authority is not the sole owner of the property then they hereby absolutely warrant and represent that they have the necessary authority of all owners to make this appointment, and if the vendor shall be a limited liability company and shall go into receivership or liquidation owing the commission or any other monies as agreed above then any Director(s) of the vendor executing this contract herein agree to be personally liable for the payment of fees, commissions and other entitled expenses at the rate herein appearing that shall be due and payable herein.

IMPORTANT- This is a legally binding document, please ensure you have read and understood all clauses before signing.

SIGNED AS VENDOR(S) (WHO ACKNOWLEDGES RECEIVING A COPY) _____

SIGNED BY THE AGENT _____

DATE _____