

RAY WHITE GENERAL AGENCY AGREEMENT

A. APPOINTMENT OF GENERAL AGENT

- 1. The Agent is Blue Water Real Estate Ltd Licensed (REAA 2008) (referred to in this Agreement as Ray White)
2. The client is
3. The Property is
4. The client appoints Ray White as:
(a) general agent.

B. GENERAL AGENCY APPOINTMENT

- 1. Ray White undertakes to use its best endeavours to effect a sale of the property. In return, the client appoints Ray White as general agent for the sale of the property.
2. Commencement: This day of 20
This agency will commence immediately on signing and will continue until cancelled by notice in writing to the Agent, which will become effective 7 days after delivery of the notice.
3. Fees and Commission: Ray White will be entitled to fees and commission if:
(a) the client enters into a binding agency agreement to sell the property effected through Ray White; and
(b) an unconditional sale is achieved during the period of this agency through Ray White; or
(c) a sale is achieved (after this agency has expired or been terminated) to a purchaser introduced by Ray White during the term of this agency agreement, where that agreement becomes unconditional and binding after the period of the agency, and whether the agreement required extension or alteration.

C. FURTHER PROVISIONS IN RESPECT OF GENERAL 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 Ray White.
(d) Ray White is authorised to receive a deposit on their behalf;
(e) Ray White is entitled to retain from the deposit its fees and commission plus GST;
(f) if no deposit is paid, the client will pay Ray White's fees and commission plus GST immediately on receipt of an invoice from Ray White;
(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 Ray White 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 Ray White 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 Ray White 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 Ray White;
(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 Ray White or any source utilised by Ray White
any service provider associated with Ray White, 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 Agreement;
(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 the attention as being for sale whether by advertisement, signage, verbally, directly or indirectly, during the term of the agency appointment;
(r) they may contact Ray White 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 Ray White 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
(u) Ray White must comply with its obligations under the Real Estate Agents Act 2008, Real Estate Agents Regulations 2009 and Real Estate Agents Act (Professional Conduct and Client Care) Rules 2009.
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.

D. MARKETING AND EXPENSES

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

E. FEES PAYABLE

- 1. The fee payable on all sales as defined in clause B3 of this agreement, including sales by way of auction is calculated as follows:
(a) Freehold Property
On the sale of any freehold property:
Firstly, NO basic fee
Secondly, on the first \$350,000 of consideration 3.95%
Thirdly, on the balance of consideration 2%
(b) An estimated cost of \$ (Inclusive of GST) of commission is payable by the client based on the appraised price of the property.
(c) Leasehold Property
In the case of leasehold property the (freehold rate) will apply plus a further % of the total consideration.
(d) A minimum fee of \$ will be payable on any transaction.
(a) (c) (d) ARE ALL PLUS GOODS AND SERVICES TAX.

G. 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 Company Blue Water Real Estate Ltd LICENSED (REAA 2008) 503 Port Road, Whangamata
Licensee Name Licensee Signature Licensee Status Licensee Number

Office  Licensee #1  Licensee #2

Date  Price  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  m<sup>2</sup> / ha / acre Building Area  m<sup>2</sup> / ft<sup>2</sup> 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><b>Chattels</b></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>Gge 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><b>Other Chattels</b></p> <p><input type="text"/></p> <p><b>Excluded Chattels</b></p> <p><input type="text"/></p> <p><b>Rooms</b></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><b>Other Features</b></p> <p><input type="text"/></p> <p><b>Hot Water</b></p> <p>Electric <input type="checkbox"/></p> <p>Gas <input type="checkbox"/></p> <p><b>Heating/Cooling</b></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><input type="text"/></p> <p><b>Kitchen</b></p> <p>Designer <input type="checkbox"/></p> <p>Modern <input type="checkbox"/></p> <p>Standard <input type="checkbox"/></p> <p><b>Dining</b></p> <p>Comb. Kitchen <input type="checkbox"/></p> <p>Separate <input type="checkbox"/></p> <p>Open Plan <input type="checkbox"/></p> <p><b>Bathroom / Toilets</b></p> <p>Sep Bathrooms <input type="text"/></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><b>Lounge</b></p> <p>Lounge/Dining Comb. <input type="checkbox"/></p> <p>Separate <input type="checkbox"/></p> <p><b>Stove</b></p> <p>Electric <input type="checkbox"/></p> <p>Gas (Reticulated) <input type="checkbox"/></p> <p>Gas (Bottled) <input type="checkbox"/></p> <p><b>Interior</b></p> <p>Ceilings <input type="text"/></p> <p>Insulation <input type="text"/></p> <p>Joinery <input type="text"/></p> <p><b>Garaging</b></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><b>Base</b></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><b>Fencing</b></p> <p>Fully Fenced <input type="checkbox"/></p> <p>Partially Fenced <input type="checkbox"/></p> <p>Not Fenced <input type="checkbox"/></p> <p><b>Roof</b></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><b>Exterior</b></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="checkbox"/></p> <p><input type="text"/></p> <p><b>Swimming</b></p> <p>Above Ground <input type="checkbox"/></p> <p>In Ground <input type="checkbox"/></p> <p>Spa Pool <input type="checkbox"/></p>	<p><b>Features</b></p> <p>Decking <input type="checkbox"/></p> <p>Polished Floors <input type="checkbox"/></p> <p>Walk In Wardrobe <input type="checkbox"/></p> <p><b>Floors</b></p> <p>Single Storey <input type="checkbox"/></p> <p>Two Storey <input type="checkbox"/></p> <p><b>Section Contour</b></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><b>Sewage</b></p> <p>City <input type="checkbox"/></p> <p>Tank <input type="checkbox"/></p> <p><b>Water</b></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><b>Frontage</b></p> <p>Street <input type="checkbox"/></p> <p>ROW <input type="checkbox"/></p> <p><b>Levels</b></p> <p>Above Ground <input type="checkbox"/></p> <p>Below Road <input type="checkbox"/></p> <p>Level with Road <input type="checkbox"/></p> <p><b>Amenities</b></p> <p>Gas in Street <input type="checkbox"/></p> <p>Transport <input type="text"/> min <input type="checkbox"/></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 Ray White Listing Presentation by the Licensee ..... Yes  No

The client acknowledges that they may be contacted by a partner business of Ray White Concierge ..... 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 defects 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.  Signature: (client)

**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 or person or organisation	[\$specify actual or estimated amount* (including GST)]

\*Estimates must be clearly marked as such.

3. I,  the client, authorise the Agent,  to retain any discount identified above.

Date: / / Signature: (agent)

Date: / / Signature: (client)