RAY WHITE SOLE AGENCY AGREEMENT

A. APPOINTMENT OF 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 .....

   .....

B. SOLE AGENCY APPOINTMENT

1. The client appoints Ray White as its sole agent.
   (i) Ray White undertakes to use its best endeavours to effect a sale of the property.

   And (if applicable)

   (ii) We instruct Ray White 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 of sole agency and continuation as general agency:** The sole agency appointment will come to an end 90 days after the commencement date or such other date as agreed by the parties being the ..... day of ..... 20 .....
   After which time it will become a general agency appointment, with all terms of this agreement continuing to apply. The general agency appointment may be terminated by the client by notice in writing to the agent which will become effective seven days after delivery of the notice.
4. **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 Ray White of this sole agency agreement is given to the client. Notice of cancellation may be given to Ray White by fax or email. The relevant Ray White contact details are as follows:
   Fax number: 07 865 8652 Email address: steve.morrison@raywhite.com
5. **Fees and Commission: Ray White 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.
6. **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 5 above;
   (b) the client will refer any subsequent enquiry or negotiations from other agents directly to Ray White;
   (c) Ray White has exclusive "FOR SALE" and "SOLD BY" sign rights, also intellectual Internet publishing rights;
   (d) if this agency is an auction, Ray White 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, Ray White may recover any costs of agency funded marketing;

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 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 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 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; and
   (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.
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 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 B5 of this agreement, including sales by way of auction is calculated as follows:**
   (a) Freehold Property

   On the sale of any freehold property:

   Firstly, on the first $350,000 of consideration 3.95%

   Secondly, 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.

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 .....

Listing Type Auc / Ten/ Excl / **Property Type** **Style** **Price**

Office **Licensee #1** **Licensee #2**

Address Unit No. Street Suburb City

Vendor

Ph Res Bus Mob Fax Email

Contact Postal Address

Solicitor Acting Ph

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

Legal

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

Chattels
- Blinds
- Burglar Alarm
- Curtains
- Dishwasher
- Drapes
- Extractor Fan
- F/Floor Covers
- Garden Shed
- Gge Door Opener
- Heated Towel Rail
- Light Fittings
- Pool Accessories
- Rangehood
- Stove
- TV Aerial
- Waste Master

Other Chattels

Excluded Chattels

Rooms
- Double Bedrooms
- Single Bedrooms
- Family Room
- Conservatory
- Separate Laundry
- Study
- Sunroom
- Attic
- Basement
- Sleep Out
- Workshop

Other Features

Hot Water
- Electric
- Gas

Heating/Cooling
- Gas
- Kent Style Fire
- Open Fire
- Pot Belly
- Heat Pump

Kitchen
- Designer
- Modern
- Standard

Dining
- Comb. Kitchen
- Separate
- Open Plan

Bathroom / Toilets
- Sep Bathrooms
- Sep Toilets
- Sep Shower
- Com Bth/Toilets
- Ensuites

Lounge
- Lounge/Dining Comb.
- Separate

Stove
- Electric
- Gas (Reticulated)
- Gas (Bottled)

Interior

Ceilings

Insulation

Joinery

Garaging
- Single
- Double
- Tandem
- More than two
- Carport
- Internal Access
- Lockup
- Off St Parking
- No Garaging/Carport

Base
- Block
- Concrete
- Wooden
- Brick
- Pole
- Fibrolite

Fencing
- Fully Fenced
- Partially Fenced
- Not Fenced

Roof
- Iron
- Concrete Tile
- Decramastic
- Long Run
- Colour Steel
- Shingle

Exterior
- Weatherboard
- Hardiplank
- Cedar
- Brick
- Insulclad
- Plaster
- Fibrolite
- Concrete Block
- Weatherside
- Castlewall
- Linea
- Summerhill Stone

Swimming
- Above Ground
- In Ground
- Spa Pool

Features
- Decking
- Polished Floors
- Walk In Wardrobe

Floors
- Single Storey
- Two Storey
- Three Storey

Section Contour
- Level
- Sloping
- Steep
- Mixed

Sewage
- City
- Tank

Water
- Tank Ltrs
- Bore
- Irrigation
- Town

Frontage
- Street
- ROW

Levels
- Above Ground
- Below Road
- Level with Road

Amenities
- Gas in Street
- Transport min
- Shops
- Schools

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)