



CalnanProperty

31 Moreau Mews, Applecross WA 6153
Licensed Real Estate and Business Agent

Calnan Property Pty Ltd - Licensee
Trading as Calnan Property
ABN: 71 143 142 447
Tel: (08) 9364 3999
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**EXCLUSIVE AUTHORITY
TO SELL RESIDENTIAL**

Part 1

Seller's name: Harry Robert Lentz (The Seller) ☐ 100 Point ID Check

Seller's name: Anne-Marie Johnston (The Seller) ☐ 100 Point ID Check

Seller's address: 4 Carpenter Rise Bull Creek WA Post Code: 6149

Email address: jpljohnston@yahoo.com.au

Tel: _____ Fax: _____ Mobile: Anne-Marie 0408 801 441

AUTHORITY PERIOD: The Seller grants to the Agent an **Exclusive Rights Authority period of 120 days** from the date of this contract, to find a buyer for the property at: 6 Mossman Crescent Bull Creek WA 6149

Encumbrances/Special Items				Special Building			
Right of Way (ROW) ☐ Drainage Right (DR) ☐ Easement (E) ☐ Strata Act (AC) ☐ Caveat (CAV) ☐				Conditions (BC) ☐ Restrictive Covenant (RC) ☐			
Year Built	Walls	Roof	Rates	Water	Location		
<u>1993</u>	<u>brick</u>	<u>tiles</u>			Lot		
No. Bedrooms [<u>5</u>]	Kitchen (K) ☒	Laundry (LDY) ☒	Gas Hws (GHWS) ☐	Strata Plan No			
No. Bathrooms [<u>2</u>]	Kitchen/Dining (KD) ☐	Insulation (I) ☒	Solar Hws (SHWS) ☐	Plan/Diag			
(Inc. ensuite)	Family (F) ☒	Air Cond (A/C) ☒	Elec Hws (EHWS) ☐	Zoning			
No. WCS []	Games Room (GM) ☐	Swim Pool-Above (AGP) ☐	Gas Passes (GP) ☐	Vol/Folio			
Storeys (1,2,3,4, S/L) [<u>1</u>]	Study (S) ☒	Swim Pool-Below (BGP) ☐	Gas Connected (GC) ☐	Separate Title not issued (✓) ☐			
Lounge (L) ☐	Sleepout (SO) ☐	Bore (B) ☐	Sewer Passes (SP) ☐	Land Frontage (not Strata)			
Lounge/Dining (LD) ☒	Patio/Pergola (P) ☒	Retic (R) ☒	Sewer Connected (SC) ☐	Land Area (not Strata)			
Dining (D) ☒	Verandah (V) ☒	Garage No. of cars <u>2</u> (G) ☒	Septic (SEP) ☐				
	Entrance Hall (EH) ☒	Carport No. of cars (CP) ☐					

PRICE: The Seller authorises the Agent to advertise the property at an initial listing price of \$ 1,180,000

The Seller further acknowledges and agrees that neither they nor the agent are qualified to set an exact market price as all buyers will have a different opinion and expectation and that the above range is set as a guide only so as to seek feedback as to the reasonable market price from prospective buyers "The Market". On this basis there will be no obligation to accept any offer unless satisfactory and acceptable to the Seller taking into consideration the market feedback. The Seller WILL receive offers in any part of the above range but MAY choose INITIALLY to REFRAIN FROM ACCEPTING AN OFFER AT THE LOWER END OF THE RANGE so as to ASCERTAIN the overall feedback from buyers in the market place responding to the advertising and the price range.

AGENT'S SELLING FEE: Note Agents Selling Fees are not fixed by law and are agreed to between the Seller and Agent. If the Seller disputes the fee payable to the Agent on the grounds that it is unjust the Seller may refer the dispute to REIWA or the Real Estate & Business Agents Supervisory Board for adjudication.

The Agent's Selling Fees are attached as an annexure to this agreement and are signed by all parties to form part of this agreement (_____) initial.

OR, the following Agent's Selling Fee excluding GST is \$ _____ (_____) initial.

OR, the Agent's Selling Fee excluding GST will be 2.25 % of the total selling price of the property, for example if the total selling price is \$ 1,180,000 the fee charged will be \$ 26,550 plus GST.

(Harry Lentz) initial.

Seller Signature if Faxed: _____

Dated: _____ 20 _____

EXCLUSIVE AUTHORITY TO SELL RESIDENTIAL

Part 2

1. The Listing Agent shall, in consideration of the appointment, endeavour to secure a buyer for the above described property at a price and upon terms and conditions mentioned or at such other price or upon other terms that are acceptable to the Seller.
2. The Seller agrees to pay the Agent's fee as set out above, upon (A) The Seller entering into a legally enforceable contract to sell the property whether the Buyer was introduced to the property by the Agent or not, during the specified listing period OR (B) The Seller entering into a legally enforceable contract to sell the property within 120 days after the date of expiration of the specified listing period, to a Buyer who was introduced to the property whether by the Listing Agent or not, during the listing period.
3. The Seller agrees as follows: (A) That if the Seller sells the property himself/themselves during the listing period specified or the period specified in clause 2 above, then the Seller shall nevertheless be liable to pay the Agent such sum as may be equivalent to the selling fee by way of liquidated damages. (B) Clause 3 (A) shall no apply for the period specified 2 hereof if the Seller enters into a contract to sell the property through another lawfully authorised real estate agent.
4. The Listing Agent is authorised to accept any deposit paid by a prospective buyer and to hold it as stakeholder in the Agency Trust account.
5. The Seller warrants that, at the time of signing this authority, the Seller is not party to any other Exclusive or Sole Authority in respect of the said property.
6. The Listing Agent is hereby authorised to engage Agent/s to assist the Listing Agent to secure a buyer for the property and to enter into conjunclional arrangements with such other Agent/s in regards to the division of the selling fee.
7. The Seller hereby agrees to pay marketing/promotional expense to a maximum of \$ No Charge (initial) MM and agrees to pay/reimburse the Listing Agent whether or not a sale takes place, for such expenses either before or upon settlement. All such costs to be itemised and accounted to the Seller by the Agent. See advertising annexure attached.

Payment method ☐ Cheque ☐ Visa ☐ Mastercard

Card No. _ _ _ _ / _ _ _ _ / _ _ _ _ / _ _ _ _ / Expiry date _ _ / _ _ /

Cardholders name _____ Signature _____

I authorise Calnan Property Pty Ltd to debit the above credit card for marketing investment.

8. The Agent will use this information to perform their obligations under this agreement and may disclose information to other parties as required to perform their duties under this agreement to achieve the purpose specified above or as otherwise allowed under the Privacy Act 1988 as amended. The Principal may access this information by contacting the Agent at the address above.
9. Disclosure - In compliance with the Real Estate and Business Agents Act 1978 (as Amended) and the code of conduct for Agents and Sales Representatives, it is hereby disclosed that Calnan Property Pty Ltd (Licensee) trading as Calnan Property Applecross may also receive a commission for business introduced to any of the following service providers: Connect Now, Lifespan Mortgage Services, Australian Finance Group

Dated this: 14th day of November 20 17

Signature of Seller/s: [Signature] [Signature]

Signature of Agent/Agent's Representative: [Signature]

All parties acknowledge herewith that they have read and understand the contents of this authority in its entirety, and they have received a true signed copy of this document and all annexures if applicable.

Signed: _____ Dated: _____

Signed: _____ Dated: _____

Signed: _____ Dated: _____