

SELLING AGENCY AGREEMENT RESIDENTIAL: EXCLUSIVE AGENCY



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An agreement between the Agent and the Seller ("**the Agreement**") authorising the Agent to offer the Property for sale on the following terms and conditions:

Seller's Name Adrian William Van Den Berg & Kate Marie Van Den Berg ("The Seller")	
Address: 53 Hanson Street, Mira Mar WA	Post Code: 6330
Tel: kate.vandenberg@outlook.com	Fax: Mobile: A) 0417 179 391 Email: adrianvandenberg@outlook.com.au
Name of Licenced Real Estate and Business Agent: Merrifield Real Estate Pty Ltd ATF JR Stewart Trust ABN: 66 768 696 418	
Trading as: Merrifield Real Estate ("The Agent")	
Address: 258 York Street, Albany, WA, 6330	

**NB Delete or complete as appropriate wherever asterisk (*) appears in this Agreement
IT IS AGREED**

1. AUTHORITY PERIOD The Seller authorises the Agent to find a Buyer for the Property at: Number 53 Street Hanson Street Suburb Mira Mar Whole/ Part Lot 251 Survey / Strata / Deposited / Plan / Diagram No 426437 Whole/ Part Cert. of Title Vol 4065 Folio 602 ("the Property") during the Exclusive Period from and including the date of this Agreement until midnight on 31 / 07 / 2025 inclusive. ("the Exclusive Period")	2. LISTING PRICE: \$ \$350,000 OR \$ to \$
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3. SELLING FEE NOTICE: Fees charged by real estate agents are not fixed by law and are to be agreed between a 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 the Commissioner for Consumer Protection or REIWA for adjudication. The following Selling Fee has been agreed: *(i) The Selling Fee inclusive of GST is \$ OR initials *(ii) The Selling Fee inclusive of GST, being 3.5 % of the actual selling price of the Property. (e.g., if the actual selling price is \$ 350,000 then the Selling Fee is \$ 12,250 OR initials *(iii) As set out in the attached schedule. initials
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4. EXPENSES: Marketing and Property Searches and Other The Seller * AGREES/DOES NOT AGREE to pay to the Agent separate Expenses. If the Seller agrees to pay then: <i>Select option</i> (a) (i) The Seller agrees to pay up to a maximum of \$ (inclusive of GST) towards the advertising, sign boards, printed materials and promotions. OR (ii) The Seller agrees to pay up to a maximum of \$ (inclusive of GST) towards the advertising, sign boards, printed material and promotions. If the Property is sold during the Agents Authority Period and the Agent receives the Selling Fee, the Agent will waive reimbursement of the marketing expense. initials (b) Other Expenses The Seller agrees to pay up to a maximum of \$ (inclusive of GST) towards other expenses to those referred to in clause 4(a) above that are incurred by the Agent including searches at Landgate. These searches include certificate of title and any associated documents, survey/strata plans (if applicable) and any other expenses. initials (c) As per the attached schedule. initials

5. COSTS OF IDENTIFICATION OF AGENTS IN ADVERTISEMENTS (i) Pursuant to clause 8 of the REIWA Members' Codes of Practice, REIWA members who are agents are required in all advertisements to clearly show the agent's full trading name, together with the telephone number of the agent's principal licensed office or relevant branch office. (ii) The Seller * AGREES/DOES NOT AGREE to pay for the advertising costs otherwise payable under this Agreement associated with the Agent complying with the requirements of clause 8 of the REIWA Members' Codes of Practice. <i>Select option</i>
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6. SELLER INTRODUCES BUYER Despite anything else to the contrary the Seller and Agent agree that if, during the Exclusive Period, the Seller introduces the ultimate Buyer of the Property themselves, the Seller * WILL/WILL NOT be liable to pay the Selling Fee to the Agent. <i>Select option</i> <div> <div>initials</div> <div>initials</div> <div>initials</div> </div>
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7. SALES TAKES PLACE AFTER THE EXCLUSIVE PERIOD The Seller * AGREES/DOES NOT AGREE to pay to the Agent the Selling Fee in circumstances where the sale of the Property to a Buyer introduced to the Property by the Agent during the Exclusive Period does not take place until after the expiration of the Exclusive Period provided that the sale takes place prior to midnight on 31 / 08 / 20 25 Should the Seller elect in this clause not to be liable to pay the Selling Fee to the Agent if the sale of the Property to a Buyer does not take place until after the expiration of the Exclusive Period, then the Agent will not be entitled to the Selling Fee but the Agent is entitled to Expenses in the manner referred to in this Agreement if the Property is not sold. Refer to section 8(b). <i>Select option</i> <div> <div>initials</div> <div>initials</div> <div>initials</div> </div> <div>Insert Date</div>

Signature of Seller: <div>Signed by: Kate Van Den Berg 08ACF94AEC57459</div>	Date: 16/3/2025
Signature of Seller: <div>Signed by: Adrian Van Den Berg 794D2DDCC46806F</div>	Date: 14/3/2025
Signature of Agent or Agent's Representative: <div>DocuSigned by: Jeremy Stewart C0404A0D10741E</div>	Date: 15/3/2025

A TRUE COPY OF THIS DOCUMENT HAS BEEN RECEIVED BY THE SELLER

Signature of the Sellers: <div>Signed by: Kate Van Den Berg 08ACF94AEC57459</div> <div>Signed by: Adrian Van Den Berg 794D2DDCC46806F</div>

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8. AGENT'S ENTITLEMENT TO THE AGENT'S SELLING FEE

- (a) The Selling Fee will be payable if:
 - (i) During the Exclusive Rights Period, the Property is sold or exchanged; or
 - (ii) The Agent is entitled to the Selling Fee as a consequence of the terms of clause 7.
- (b) If after the end of the Exclusive Rights Period the Seller enters into a Selling Agency Agreement to sell the Property through another lawfully authorised Real Estate Agent, and where the new listing agent is entitled to a selling fee, then the Agent will not be entitled to a Selling Fee and clauses 8(a)(ii) and 7 will not apply.
- (c) The Selling Fee will be payable if the Property is sold to a Buyer in any of the abovementioned circumstances and:
 - (i) The sale is not completed due to the fault of the Seller; or
 - (ii) The person introduced to the Seller or to the Property by the Agent procures another person or entity to buy the Property or otherwise become the legal or beneficial owner of the Property.

9. DISPUTES

The Seller has the right to refer any dispute that arises with the Agent to a number of different institutions. Depending upon the nature of the dispute these institutions may include the Commissioner for Consumer Protection, the civil and criminal legal systems, the Western Australian Department of Commerce, the Australian Competition and Consumer Commission, and the Real Estate Institute of Western Australia (Inc.).

10. AGENT'S AUTHORITY


- (a) The Agent may engage other licensed Real Estate Agents to find a buyer. If so, the Agent may pay a fee to the other agent.
- (b) The Agent is authorised to accept any deposit paid by a Buyer and to hold it as a stakeholder, or in the case of Strata Titled Property being sold before registration of the Strata Plan, as trustee for the Buyer in accordance with Section 163 of the Strata Titles Act, 1985.
- (c) If the Property is sold, the Agent is authorised to give appropriate instructions to aid settlement to the nominated conveyancer of both the Seller and Buyer.
- (d) The Agent is authorised at or prior to settlement to remit the balance of the deposit to the Seller or their conveyancer to complete the sale after deducting the Selling Fee and Expenses, which will be held in trust pending settlement but is then irrevocably authorised to be paid to the Agent from trust.
- (e) If the Property is sold and there is no deposit, or the deposit held by the stakeholder is insufficient to pay the Selling Fee and Expenses, the Seller will pay on demand any shortfall and the Seller irrevocably authorises their conveyancer to pay the Agent the shortfall out of any monies held by the Seller's conveyancer or due to the Seller.
- (f) The Seller authorises the Agent to sign any compulsory disclosure material required to be given to a Buyer on behalf of the Seller.

11. EXPENSES

- (a) If the Property is sold, any balance retained in the Agent's Trust Account (after deducting all outstanding Expenses) will be refunded to the Seller after settlement.
- (b) If the Seller has agreed to pay Expenses to the Agent then:
 - (i) the Seller agrees to pay the Agent any Expenses incurred by the Agent in offering the Property within 14 days of receiving a tax invoice for all or any part of those expenses; and
 - (ii) the Seller authorises the Agent to pay any tax invoice for those Expenses issued in accordance with clause 11(b)(i) from any monies that are held in the Agent's trust account for the purpose of paying Expenses.
- (c) The Agent will submit to the Seller an itemised account of all Expenses payable at the conclusion of this Agreement, or as reasonably required.
- (d) If the Seller withdraws the Property from sale, sells the Property to a Buyer introduced to the Property by the Seller or terminates this authority prior to the expiration of the Authority Period, the Seller will, amongst other remedies, immediately reimburse the Agent for the Expenses incurred by the Agent up until the date of withdrawal or termination.
- (e) The Agent may charge interest, at the rate of 9% per annum calculated on a daily basis, on the Expenses if an account has been rendered to the Seller and is unpaid for longer than 30 days after the date of the account.

12. SELLER APPOINTING ANOTHER REAL ESTATE AGENT

The Seller may not during the Exclusive Period, except through the Agent, appoint another agent to find a buyer. If the Seller contravenes this clause by appointing another agent during the Exclusive Period to find the buyer, that other agent finds such a buyer and the Property is sold to that buyer the Seller will be deemed to have terminated this authority and must pay to the Agent the Agent's Selling Fee and the agreed Expenses incurred by the Agent, as described in clause 4, up until the date of termination as liquidated damages. If the Agent's Selling Fee has been agreed to be a percentage of the actual selling price, for the purposes of calculating liquidated damages pursuant to this clause, the Agent's Selling Fee will be deemed to be the equivalent percentage of the Initial Listing Price or the lower amount of a range.

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13. DEFINITIONS

"GST" means the Goods and Services Tax pursuant to A New Tax System (Goods and Services Tax) Act 1999.

"introduces" or "introduced" means an effective cause of the relevant sale.

"Expenses" means all costs, charges and expenses in marketing, advertising and promoting the Property for sale in any way. Includes Landgate searches.

"sold" and "sale" includes exchange or the disposition of the Property in any manner whatsoever or any part of the legal or beneficial ownership of the Property or a transaction.

"settlement" and "transaction" each have the same meaning as each is defined in the Real Estate and Business Agents Act.

14. INFORMATION COLLECTION NOTICE - PRIVACY ACT, 1988 - AUSTRALIAN PRIVACY PRINCIPLES

The Agent (whose contact details appear on this form) collects the personal information provided in this form in compliance with the provisions of the *Privacy Act*, 1988 and the Australian Privacy Principles. The Agent collects this information to enable it to provide the services and benefits the subject of this form and to enable it to conduct its business. This includes the uploading of information to third parties websites such as reiwa.com which may themselves and/or disclose that information to the data collection agencies such as RP Data Pty Ltd. Further details regarding the purposes for which the information is collected, the disclosures that are usually made of personal information collected by the Agent, the situations where the Agent is required to collect information by law, and any disclosure of information that may be made by the Agent overseas, can be obtained from the more detailed collection notice on the Agent's website. The Agent's privacy policy may also be accessed on that website. If the information collected in this form is not provided, the Agent may not be able to provide its services as effectively. Individuals who wish to access or correct information held about them or who wish to make any complaint regarding privacy should contact the Agent's privacy officer.

Notice: If the property is new residential or potential residential premises then the GST withholding provisions of the Tax Administration Act and GST legislation may apply to the contract for sale.

COMPETITION IN EXPENSES AND THE BENEFITS OF THE EXCLUSIVE AGENCY SYSTEM

REIWA is of the view that the exclusive agency system provides the best professional incentive for agents to sell properties vigorously. Further, agents compete with each other with respect to the amounts charged for advertising, promotional, and other expenses and it should be noted that agents may agree not to require payment of those Expenses in agreements such as the one contained in this form.

IF THIS AGREEMENT IS ON SEPARATE PAGES, THEN THE SELLER SHOULD SIGN THIS PAGE

Signature of Seller:

Signed by:

09A6F9A4C27450

Date:

16/3/2025

Signature of Seller:

Signed by:

784020DC0A4A30F

Date:

14/3/2025