**APPOINTMENT OF REAL ESTATE AGENT** 

**COMMERCIAL (LEASE)**

## ITEMS SCHEDULE

##### Advice as to Market Rent

[Cross Applicable Box]

The Client acknowledges that the Agent **has not** given the Client an estimated rent in obtaining an initial listing for the Property.

The Client acknowledges that the Agent **has** given the Client an estimated rent in obtaining an initial listing of the Property in the following range:

[Insert Range]

The material facts which the Agent took into account in arriving at the Property's estimated rent are:

#### [Cross Applicable Box]

listed in the attached comparative marketing analysis [attach analysis] listed below:

(Example: comparable sales in the district)

[If additional space is needed, please supply these details in an Annexure]

##### Conjunctions

The client instructs the Agent to accept conjunctional arrangements for a Conjunction Sale of the Property with other agents during the term of this Appointment:

[Cross Applicable Box]

### No

Yes

Apportionment of commission is:

Appointed Agent % / Conjuncting Agent %

Approved Conjunctional Agents:

##### Managing Agent of Property (if applicable)

Agency:

Property Manager: Address:

Telephone: Mobile:

Facsimile: Email:

###### Solicitors Details for Client

Name: Address:

Telephone: Facsimile:

Email:

1. **Public Liability**

Insurer:

Policy Number:

Amount of cover: $ Expiry date:

1. **Identification of Asbestos**

The client states that a competent person has been engaged to identify, as far as is reasonably practicable, all asbestos or asbestos contaminating material (ACM) on the Property.

[**Warning** – A person with the management and control of a workplace commits an offence under Section 422 of the *Work Health and Safety Regulation 2011* if they do not ensure, so far as is reasonably practical, that all asbestos or asbestos contaminating material at the workplace is identified by a competent person]

###### Asbestos Register

The Client states that an Asbestos Register which complies with Section 425 of the *Work Health and Safety Regulation 2011:* [Cross one applicable box]

is not required because the Building located on the Property was constructed after 31 December 2003 and no asbestos has been identified on the Property and no asbestos is likely to be present on the Property from time to time.

has been prepared and is kept on the Property.

has not been prepared and is not kept on the Property.

###### Asbestos Management Plan

The Client states that an Asbestos Management Plan which complies with Section 429 of the *Work Health and Safety Regulation 2011:* [Cross one applicable box]

is not required because no asbestos has been identified on the Property and no asbestos is likely to be present on the Property from time to time.

has been prepared and is kept on the Property.

has not been prepared and is not kept on the Property.

[**Warning** – A person with the management and control of a workplace commits an offence under Section 429 of the *Work Health and Safety Regulation 2011* if they do not ensure that an Asbestos Management Plan is prepared and kept at the workplace when required to do so]

SIGNATURE OF PARTIES

### Client 1:

Client 2:

Agent:

Date:

Date:

Date:

**The following terms and conditions have been approved by The Real Estate Institute of Queensland.**

###### ENTITLEMENT TO COMMISSION

The Client agrees to pay the Agent commission as specified in the Appointment if a tenant enters into a valid and enforceable Lease/Agreement for Tenancy for the Property, which is acceptable to the Client, provided that:

* 1. The Lease/Agreement for Tenancy is completed; or
  2. The Client defaults and does not complete the Lease/Agreement for Tenancy; or
  3. The Client subsequently agrees to release the tenant from further obligation under the Lease/Agreement for Tenancy; or
  4. The Lease/Agreement for Tenancy is not completed in circumstances where the deposit or part thereof is forfeited, in which case the Agent shall not be able to recover as commission an amount in excess of the amount of forfeited deposit.

###### AUTHORITY TO PAY COMMISSION

* 1. The Client:
     1. authorises the Agent, and
     2. authorises and directs the deposit holder or any other person to whom any deposit is paid under a Lease Agreement, to pay to the Agent any commission to which the Agent is entitled immediately upon:
        1. the entitlement to commission arising; and
        2. production of the Appointment and this Schedule or a copy of them.
  2. The Client agrees that the Agents receipt for the payment of commission under Clause 2.1 completely discharges the deposit holder from any duty to account to the Client for the commission paid to the Agent.

###### COMMUNICATION OF EXPRESSIONS OF INTEREST

* 1. The Client acknowledges that, but for this Schedule or unless otherwise agreed by the Client in writing, S.11(2) of the Code of Conduct would require the Agent to immediately communicate to the Client each expression of interest, whether written or oral, about the lease.
  2. Despite S.11 of the Code of Conduct, the Client:
     1. only requires the Agent to communicate to the Client:
        1. all written offers about the lease; and
        2. only those expressions of interest which the Agent determines in its discretion are to be communicated to the Client; and
     2. acknowledges that by signing this Schedule, the Client is taken to have directed in writing that S.11(2) of the Code of Conduct does not apply to this Appointment.

###### DISCLOSURE OF RELEVANT FACTS

* 1. The Client states that:
     1. the Property is the Clients own property;
     2. the Agent is entitled to lease the Property on behalf of the Client; and
     3. any particulars about the Property provided to the Agent by the Client are correct.
  2. The Client authorises the Agent at the Clients cost to:
     1. take reasonable steps to find out or verify:
        1. the ownership of the Property; and
        2. the description of the Property; and
     2. take such other reasonable steps to find out or verify the facts material to the lease that a prudent agent would find out or verify in order to avoid error, omission, exaggeration or misrepresentation.

These steps may be taken before listing the Property and afterwards as the occasion arises.

* 1. The Client will produce to the Agent at the Agents request, such information as required by the Agent to satisfy the Agent of the matters referred to in this Clause 4.
  2. This Clause 4 does not oblige the Agent to undertake searches with public authorities.

###### MANAGING AGENT

5.1 If the Property is a business that is tenanted, the Client states that the managing agent for the Property is as stated in Item C of the Items Schedule.

###### DEFINITIONS

In this Schedule:

1. **“Act”** means the *Property Agents and Motor Dealers Act 2000;*
2. **“Agent”** means the party named as Agent in Item 2 of the Appointment;
3. **“Appointment”** means the PAMD Form 21a Appointment of Real Estate Agent (Commercial and Industrial Sales, Leasing and Property Management) Appointment form prescribed under the Act;
4. **“Client”** means the party named as Client in Item 1 of the Appointment;
5. **“Code of Conduct”** means the *Property Agents and Motor Dealers* (Real Estate Agency Practice Code of Conduct) *Regulation 2001;*
6. **“Commission”** means the commission stated in Item 10 of the Appointment;
7. **“Conjunction Lease”** means a lease conducted in conjunction with other agents;
8. "**Items Schedule”** means the Items Schedule forming part of this Schedule;
9. **“Property”** means the property described in Item 3 of the Appointment;
10. **“REIQ”** means The Real Estate Institute of Queensland;
11. **“Schedule”** means the Items Schedule, Terms and Conditions and any annexures attached to this Appointment;
12. **“Term”** means the term of the Appointment.