**PAMD Form 21a**

**Appointment of real estate agent**

* **Commercial and industrial sales, leasing and property management**

*Property Agents and Motor Dealers Act 2000*

##### This form is effective from 1 July 2009

**ABN: 97 406 359 732**

Department of **Employment, Economic Development and Innovation (DEEDI)**

**WARNING**

##### The client is advised to seek independent legal advice before signing this form.

**This appointment must be completed and given to the client before the agent performs any service for the client. Failure to do so may result in a penalty and loss of commission for the agent.**

**Instructions**

This form enables a person (the ‘client’) to appoint a real estate agent (the ‘agent’):

* + for the sale or purchase of property, land and businesses (other than residential property); or
	+ to perform one or more letting, leasing or property management services for the client (other than residential property).

Please complete in **BLOCK** letters. Attach extra pages if needed. All references to dates should be in DD/MM/YYYY. If you need help completing this form, please contact the Office of Fair Trading on 13 74 68.

**Part 1—Client details**

To be completed by the client (the person/ company who the service will be performed for).

### Name/s:

Company name

(if applicable):

BN / ACN: ABN:

Address:

Phone: Email:

Fax:

Registered for GST:

Mobile:

Yes No

**Part 2—Agent details**

Agency name:

ABN:

Registered for GST: Yes

No

Licensee name:

### Address:

Phone:

Fax:

Mobile:

Email:

Licence number:

Licence expiry:

# Part 3—Property/business details

Please provide details of the property or business (e.g. industrial premises) to be sold, leased or managed.

### Address:

Lot: Plan:

Title reference:

Description of property/type of business:

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# Part 4—Appointment of agent

##### Appointment of agent

The client appoints the agent to perform the following service/s:

If insufficient space, please

Letting/leasing of property

Collection of rent

Purchase

attach schedule.

### Sale by auction Sale by private treaty Sale by tender

Other real estate service/s (please specify)

* 1. **Assignment clause** Mark the box whether you agree or disagree with the

assignment.

(if insufficient space, please attach schedule)

The client agrees that the agent may, at any stage throughout the appointment, assign the appointment to another real estate agent without changing the terms of the appointment.

In the absence of a marked box

**I agree** with the assignment clause.

**I disagree** with the assignment clause.

and initials, it is taken that the client does not agree to this assignment clause.

### Client to initial:

**Note:** The client will receive notice of the assignment, including the name and business address of the agent being assigned the appointment.

**Part 5—Performance of service**

Conditions, limitations or restrictions include multi-list or conjunctional sales, when and how any auctions may be conducted, time restrictions and vendor directions.

### Agent and client to agree on and outline here how the services will be performed and any conditions, limitations or restrictions on the performance of the services:

(if insufficient space, please attach schedule)

**Part 6—Single or continuing appointment**

The appointment is a: Single appointment

Continuing appointment

### End of continuing appointment:

(for a particular service). (for a number of services over a period).

### If the appointment is a continuing appointment, the client may revoke it by giving 90 days notice

in writing to the agent, unless the client and the agent agree to a shorter notice period (but it must not be less than 30 days).

Agreed notice (if less than 90 days) is: days

The term of the appointment can be renewed by mutual agreement between the agent and client by completing *PAMD Form 23 Reappointment of real estate agent, pastoral house or auctioneer.*

# Part 7—Listing price, leasing or rental charge

### Reserve or listing price (sales):

or

Listed leasing or rental charge (letting and property management):

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# Part 8—Open listing, sole agency or exclusive agency

Under Queensland law, there is no maximum period of a sole or exclusive agency appointment for commercial and industrial property.

If you need more information before you make a choice between open listing, a sole agency or an exclusive agency, ask your legal adviser.

### The client may appoint an agent to sell a property on the basis of an open listing, sole agency or an exclusive agency.

**For sole and exclusive agency only**

If the client is dissatisfied with the agent's service and appoints a new agent during the existing agent's term, and the property is sold during that term, the client may have to pay two

commissions (a commission to each agent) and damages for breach of contract arising under the first agent’s appointment.

Leasing and property management may also be subject to a sole or exclusive agency agreement and will be subject to the terms of that appointment.

**NOTE:** sole or exclusive agency for leasing or property management is not regulated under this Act.

**The appointment will be for a (please mark one of the following):**

Open listing

Sole agency Exclusive agency

Start date End date

**Part 9—End of sole/exclusive agency, option to continue as open listing**

At the end of the sole/exclusive agency, the client may elect to continue the appointment of the agent as an open listing, which may be ended at any time by the client or the agent.

The appointment **will** continue as an open listing until:

**Part 10—Commission**

The appointment **will NOT** continue as an open listing.

(insert date).

##### Agreed commission

Please note that you (the client) will:

* have to pay Goods and Services Tax (GST) on any commission chargeable under this appointment; and
* have the right to negotiate the commission, charges and services.

### The client and the agent agree that the maximum commission (and GST) payable for the service to be performed by the agent is:

**You must express the commission in both formats**

**Dollar amount Percentage**

Total commission $ %

GST $ %

Total payment $

Other (please specify) $

Under Queensland law there is

**Percentage:**

### Commission expressed as a percentage is worked out only on the sale price or the

no maximum cap on commission

charged for commercial real

### amount of rent or leasing fee actually collected.

estate appointments, only

## Amount:

### Commission expressed as an amount represents the commission payable if the

what is negotiated and agreed upon by the client and agent.

### property is sold, rented or leased at the listed charge (see Part 7 above). If the actual sale price,

or the amount of rent collected, is higher or lower than the listed charge, then the amount of commission payable may vary from the amount stated above.

##### When payable

Agent and client to agree when commission is payable.

*Refer to Clause 1 of the Terms and Conditions.*

**Part 11—Fees and charges**

**11.1 Amounts payable** Please note that fees and charges chargeable under this appointment are inclusive of Goods and Service Tax (GST).

### Amounts payable (list fee/charge and amount):

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|  |
| --- |
| **Part 11—Fees and charges continued** |
| **11.2 When payable** Agent to specify when fees and charges are payable. |  |
| **11.3 Maximum value** Letting/leasing management only. | The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is: $ |
| **Part 12—Expenses** |
| **12.1 Authorisation to incur expenses**Agent is to complete in relation to each service or category of service.Attach schedule if extra space is required.**Note:** Only the actual amount of any expense can be retained or recovered by the agent, if expenses are authorised. | The client authorises the agent to incur the following expenses in relation to the performance of the service/s: (Agent to complete in relation to each service or category of service.)* + 1. **Advertising/marketing** (if any):

Authorised amount ($): * + 1. **Other** (e.g. photocopying, telephone calls, facsimile transmissions, postage, title searches, etc):

**Description of expense** |
| **12.2 Agent’s rebate, discount, commission or benefit** | The client agrees and acknowledges the agent may receive the following rebate, discount, commission or benefit in relation to any expenses the client may incur in connection with the performance of the service:**Source Estimated amount ($) / Value (%)** |
| **Part 13—Signatures** |
| **Client 1****Please note:** If more than two clients, please photo copy this page when blank and attach when complete. | **To the client:** If you want more information before you sign this form, visit the Office of Fair Trading’s website at [**www.fairtrading.qld.gov.au**](http://www.fairtrading.qld.gov.au/)or call 13 13 04. All parties are to sign and keep a copy of this appointment.Signature Signatory (print name) Date signed  |
| **Client 2** | Signature Signatory (print name)Date signed |
| **Agent** | Signature Signatory (print name) Date signed |
| **SCHEDULES OR ATTACHMENTS (if applicable)** |

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**SCHEDULE**

**APPOINTMENT OF REAL ESTATE AGENT**

**COMMERCIAL (LEASE)**

## ITEMS SCHEDULE

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##### 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.