



Appointment and reappointment of a property agent, resident letting agent or property auctioneer

Property Occupations Act 2014

This form is effective from 1 August 2016

ABN: 13 846 673 994

Part 1—Client details

Client 1

Note: The client is the person or entity appointing the agent to provide the services. This may be the owner (or authorised representative of the owner) of the land, property or business that is to be sold or may be a prospective buyer seeking to purchase land or a property.

Client name DNR PROPERTY NO 1 PTY LIMITED ACN 629 569 768 AS TRUSTEE FOR DNR
PROPERTY TRUST

ABN

ACN

Are you registered for GST? ☐ Yes ☐ No

Address

Suburb State Postcode

Phone Fax Mobile.....

Email address.....

Client 2

Note: Annexures detailing additional clients may be attached if required.

Client name

ABN

ACN

Are you registered for GST? ☐ Yes ☐ No

Address

Suburb State Postcode

Phone Fax Mobile.....

Email address.....

Part 2—Licensee details

Licensee type

More than one box may be ticked if appropriate.

Note: Annexures detailing conjuncting agents may be attached if required.

☒ Real estate agent ☐ Resident letting agent ☐ Property auctioneer

Trading name Drew Camm Commercial Pty Ltd trading as DC Commercial Qld

Licensee name (corporation, if applicable)

Drew Camm Commercial Pty Ltd

Licensee name

Where a corporation licensee is to be appointed, state the corporation's name and licence number.

Where a sole trader is to be appointed, state the individual's name and licence number.

ABN 25 625 279 405

ACN 625 279 405

Licence number 4206863

Expiry 20 / 04 / 2021
DD MM YYYY

Address 3 Lucinda Drive

Suburb Highfields State QLD Postcode 4352

Phone 0432 055 250 Fax Mobile 0432 055 250

Email address pm@dccommercial.com.au

Part 3—Details of property or business that is to be sold, let, purchased, or managed

Title reference

Part 4—Appointment of property agent

☐ Other (please specify)

Start 24 / 01 / 2019
DD MM YYYY

\$..... to establish a search criteria.

Page 2 of 6

Part 5—Termination of appointment

Residential sales of 1 or 2 properties only	Open listing: You may terminate in writing at any time. Sole or exclusive: The client and agent can agree in writing to end the appointment early. For appointments of 60 days or more, either party can end the appointment by giving 30 days written notice, but the appointment must run for at least 60 days unless both parties agree to an earlier end date.
Open listing	You may terminate an open listing for either commercial or residential property sales at any time.
Other fixed term appointments (excluding residential property sales)	The parties may agree to a fixed term appointment of their choice. This term may be ended earlier by mutual agreement.
Continuing appointments (for example: letting, collection of rents etc)	You may terminate in writing with 30 days notice, or less if both parties agree.

Part 6—PROPERTY SALES: open listing, sole agency or exclusive agency

To the client

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

The following information explains the circumstances under which you will, and won't, have to pay a commission to the agent if the property is sold during their term of appointment.

☐ OPEN LISTING

- You appoint the agent to sell the property but you retain a right to appoint other agents on similar terms, without penalty or extra commission.
- No end date required.
- Appointment can be ended by either you or the agent at any time by giving written notice.

When you must pay the agent

- The agent is entitled to the agreed commission if the agent is the effective cause of sale.

When you don't have to pay the agent

- If the client sells the property privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, did not attend open house inspections etc.

☐ SOLE AGENCY

When you must pay the agent

- If you appoint a new agent during an existing agent's sole agreement term and the property is sold during that term, you may have to pay:
 - A commission to each agent (two commissions)
 - Damages for breach of contract arising under the existing agent's appointment

When you don't have to pay the agent

- If the client sells the property privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, did not attend open house inspections etc.

☐ EXCLUSIVE AGENCY

When you must pay the agent

- The client will pay the appointed agent whether this agent, any other agent, or person (including the client themselves) sells the property during the term of the appointment.
- If the client sells the property, after the exclusive appointment expires and if the agent was the effective cause of sale (introduced the buyer to the property) the agent may be entitled to commission.

At the end of the sole or exclusive agency, the parties ☐ Agree ☐ Do not agree
that the appointment will continue as an open listing. (Please tick whichever is relevant)

Part 6—PROPERTY SALES: open listing, sole agency or exclusive agency continued

Acknowledgement for sole and exclusive agency

I/we acknowledge the appointed agent has provided me/us with information about sole and exclusive agency appointments.

Client

Date / /
DD MM YYYY

Client

Date / /
DD MM YYYY

Agent

Date / /
DD MM YYYY

Part 7—Commission

To the client

The commission is negotiable. It must be written as a percentage or dollar amount.

Make sure you understand when commission is payable. If you choose 'Other' and the contract does not settle, the agent may still seek commission.

To the agent

You should ensure that commission is clearly expressed and the client fully understands the likely amount and when it is payable. Refer to section 104 and 105 of the *Property Occupations Act 2014*.

The client and the agent agree that the commission including GST payable for the service to be performed by the agent is:

PROPERTY MANAGEMENT - REFER TO PROPERTY MANAGEMENT SCHEDULE PART C

LEASING - REFER TO ANNEXURE A

.....

When commission is payable

☐ For sales, including auctions, commission is payable if a contract is entered into and settlement of the contract occurs.

☒ Other
(for specific other circumstances in which commission is payable see annexure).

For all other types of appointments:

.....

This area has been intentionally left blank.

Part 8—Authorisation to incur fees, charges and expenses

The client authorises the agent to incur the following expenses in relation to the performance of the service/s. Annexures may be attached if required.

Section 1 Advertising/marketing

To the client

Your agent may either complete this section or attach annexures of marketing/advertising activities. In either case, the *authorised amount* must be written here.

Authorised amount \$.....

When payable / /
 DD MM YYYY

Section 2 Repairs and maintenance (if applicable) Property management

The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is \$1,000.00.....

Section 3 Other

Description of fees and charges.

The agent may either complete this section or attach annexures.

Description	Amount	When payable
REFER TO ITEM D OF THE
ATTACHED PROPERTY
MANAGEMENT SCHEDULE
.....

Section 4 Agent's rebate, discount, commission or benefit incurred in the provision of or performance of the service


Service	Source	Estimated amount
.....
.....
.....
.....

This area has been intentionally left blank.

Part 9—Signatures

WARNING: THE CLIENT IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS FORM.

This form enables the client to appoint, or reappoint, a property agent, resident letting agent or property auctioneer (the 'agent') for the sale, letting/management, collection of rent, auction or purchase of real property, land or businesses. This form 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. If you are unclear about any aspect of this form, or the fees you will be charged, do not sign it. Seek legal advice. If you need more information about this form including what an agent needs to disclose, you can visit the Office of Fair Trading website at www.qld.gov.au/fairtrading or phone on 13 QGOV (13 74 68).

Client 1	Full name Signature  D D / M M / Y Y Y Y
Client 2	Full name Signature D D / M M / Y Y Y Y
Agent A registered real estate salesperson working for an agency can sign this form on behalf of the licensed agent.	Full name DREW CAMM Signature D D / M M / Y Y Y Y
Schedules and attachments List any attachments.	1. REIQ Commercial Property Management Schedule 2. Annexure A

Part 10—Reappointment

Use this section to reappoint your agent. A new appointment form is required if any of the terms or conditions are to change. Your agent can only be reappointed within 14 days before the contract ends - not before. Limitations apply on reappointments for sole or exclusive agency appointments for residential property sales.	I/we (the client) reappoint (the agent) to D D / M M / Y Y Y Y
	Client's name
	Signature D D / M M / Y Y Y Y
	Client's name
	Signature D D / M M / Y Y Y Y

This area has been intentionally left blank.

This is the end of the approved form. Please note, any annexures/schedules form part of the appointment contract.

Commercial Property Management

SCHEDULE

ITEMS SCHEDULE & INSTRUCTIONS

A PRIOR APPOINTMENT

Pursuant to section 21 of the *Property Occupations Regulation 2014* (Qld), prior to accepting this Appointment of Property Agent, the Agent must take reasonable steps to find out whether the Client has already appointed another property agent to perform the service(s) listed in this Appointment of Property Agent.

- ☒ The Client acknowledges that the Agent has taken reasonable steps to find out whether the Client has already appointed another property agent to perform the service(s) listed in this Appointment of Property Agent.
- ☐ The Client further warrants that another property agent has not been appointed to perform the service(s) listed in this Appointment of Property Agent.

Note: The Client should refer to Clauses 4.1 and 4.2 of the Essential Terms and Conditions

- ☐ If the Client is not able to warrant that another property agent has **not** been appointed to perform the service(s) listed in this Appointment of Property Agent, the Client acknowledges that a statement in accordance with section 21 (4) of the *Property Occupations Regulation 2014* (Qld) has been provided by the Agent.

Note: A copy of the statement provided to the Client must be annexed to this Appointment of Property Agent.

B DISBURSEMENTS

Note: The Client should refer to Part 8 of the Property Occupations Form 6 and clause 7.3 of the Essential Terms and Conditions

The Client authorises the Agent to pay the following:

Select if Yes Description

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | Local authority rates, taxes, outgoings and levies and tax |
| <input type="checkbox"/> | Costs of operating and repairing air conditioning equipment |
| <input type="checkbox"/> | Lifts and fire service equipment |
| <input checked="" type="checkbox"/> | Cost of cleaning the Property |
| <input checked="" type="checkbox"/> | Cost of gardening |
| <input type="checkbox"/> | Cost of toilet requisites |
| <input type="checkbox"/> | Cost of garbage removal |
| <input type="checkbox"/> | Cost of provision of security |
| <input type="checkbox"/> | Cost of pest control |
| <input type="checkbox"/> | Gas and electricity |
| <input checked="" type="checkbox"/> | Minor general repairs |
| <input type="checkbox"/> | Maintenance costs of a minor non structural nature |

List other disbursements:

C COMMISSIONS

Note: The Client should refer to Part 7 of the Property Occupations Form 6 and clause 4.3 of the Essential Terms and Conditions

Where the commission is expressed as a percentage, the commission is actually worked out on:

- *for the letting of the property - the actual rental for the property;*
- *for the collecting of rents - the actual amount of rent collected.*

Description	Amount or percentage (GST inclusive)	When Payable
Letting commission:	SEE ANNEXURE A	SEE ANNEXURE A
Management commission:	6%	ON ALL MONIES COLLECTED PAYABLE EACH CALENDAR MONTH UNTIL TENANT RENTAL PERIOD EXPIRES
Other: _____	_____	* Refer to Annexure A
_____	_____	_____
_____	_____	_____

D FEES, CHARGES AND EXPENSES

Note: The Client should refer to Part 8 of the Property Occupations Form 6 and clause 4.3 of the Essential Terms and Conditions

Description	Amount (GST inclusive)	When Payable
Renewal/Negotiation fee:	5.0%	UPON RECEIPT OF BINDING AGREEMENT WITH TENANT
Rent Review Fees:	_____	_____
(a) Rent Review (Fixed/C.P.I.):	_____	_____
(b) Rent Review (Market):	_____	_____
Other fees:	_____	_____
TRIBUNAL / COURT FEES	\$286 PER HOUR (inc GST)	PAYABLE UPON ATTENDANCE TO TRIBUNAL
PROJECT / REFURBISHMENT FEE	5.5% OVER \$5,000	PAYABLE UPON CONFIRMATION OR WORKS OVER \$5,000
_____	_____	_____

E PUBLIC LIABILITY

INSURER:	AMOUNT OF COVER:
_____	\$ _____
POLICY NUMBER:	EXPIRY DATE:
_____	_____

F 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* (Qld) 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.

G ASBESTOS REGISTER

The Client states that an Asbestos Register which complies with Section 425 of the *Work Health and Safety Regulation 2011* (Qld):
(Select one applicable box)

- ☐ is not required because the Building located on the Property was constructed after 31 December 1989 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.

WARNING: A person with the management and control of a workplace commits an offence under Section 425 of the *Work Health and Safety Regulation 2011* (Qld) if they do not ensure that an Asbestos Register is prepared and kept at the workplace when required to do so.

H ASBESTOS MANAGEMENT PLAN

The Client states that an Asbestos Management Plan which complies with Section 429 of the *Work Health and Safety Regulation 2011* (Qld):
(Select 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* (Qld) if they do not ensure that an Asbestos Management Plan is prepared and kept at the workplace when required to do so.

I PRIVACY

- ☒ The Client acknowledges that they have, where necessary, been provided with and completed, a Privacy Notice and Consent by the Agent in the form **annexed** to this Appointment of Property Agent or located on the Agent's website at:

<https://www.dccommercial.com.au/privacy-policy/>

and they fully understand that the collection and use of personal information contained in the *Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer*, this Schedule, the Essential Terms and Conditions and any additional annexures, is in accordance with the Privacy Notice and Consent.

J SIGNATURES

Client 1: _____ Date: _____

Client 2: _____ Date: _____

Agent: _____ Date: _____

**SIGN
HERE**

ESSENTIAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 “**Agent**” means the party described in Part 2 of the Appointment of Property Agent.
- 1.2 “**Appointment of Property Agent**” means the Queensland Government Property occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer. These terms and conditions and the Schedule are annexed to the Appointment of Property Agent.
- 1.3 “**BCIPA**” means the *Building & Construction Industry Payments Act 2004 (Qld)*.
- 1.4 “**Client**” means the party described in Part 1 of the Appointment of Property Agent.
- 1.5 “**Commission**” means the commission stated in Part 7 of the Appointment of Property Agent and detailed in Item C of the Schedule (if applicable).
- 1.6 “**Payment Claim**” means a payment claim under the BCIPA.
- 1.7 “**Payment Schedule**” means a payment schedule under the BCIPA.
- 1.8 “**Property**” means the property described in Part 3 of the Appointment of Property Agent.
- 1.9 “**Schedule**” means the Commercial Property Management Schedule.

2. WHAT MAKES UP THIS AGREEMENT

This **Agreement** comprises the following parts in order of priority:

- 2.1 Appointment of Property Agent;
- 2.2 Schedule;
- 2.3 Essential Terms and Conditions;
- 2.4 Any additional annexures.

3. CLIENT APPOINTS AGENT

- 3.1 For the Commission and other remuneration payable by the Client, the Agent, agrees to manage the Property for the Client in accordance with this Agreement.

4. CLIENT'S OBLIGATIONS

The Client must:

- 4.1 to the extent permitted by law, revoke in writing and finalise any pre-existing Appointment of Property Agent given to any other property agent to let or to manage the Property;
- 4.2 not let or manage the Property as principal, or appoint any person to let or manage the Property other than the Agent for the term of this Agreement;
- 4.3 pay all Commission, fees and expenses specified in Parts 7 and 8 of the Appointment of Property Agent and Items C and D of the Schedule to the Agent as and when such amounts are payable;
- 4.4 pay to the Agent the amount by which any reasonable and proper expenditure incurred exceeds the amount of rents collected, immediately upon receipt of advice from the Agent;
- 4.5 in addition to Clause 4.3, and subject to Clauses 7.5 and 7.8, pay to the Agent all amounts claimed under a Payment Claim issued by a contractor and certified in a Payment Schedule prepared by the Agent within 10 days of receipt of the Payment Claim under the BCIPA;
- 4.6 where consent or instructions are sought by the Agent under clause 7.11 provide such consent or instructions within 5 business days;
- 4.7 provide to the Agent all accounts and notices pertaining to the Property, as soon as these items become available;
- 4.8 obtain and maintain insurance policies for:
 - 4.8.1 public liability or legal risk providing cover to a minimum of \$10 million, noting the Agent on the

policy as insured for its respective rights and interest for bodily injury claims occurring in the Property;

- 4.8.2 provide to the Agent, upon request (no more than annually), a certificate of currency of the insurance taken out in accordance with Clause 4.8.1.

5. CLIENT'S WARRANTIES

The Client warrants that:

- 5.1 the Client has authority to enter into this Agreement and is:
 - 5.1.1 either the current registered proprietor of the Property or is in the process of becoming the registered proprietor of the Property; or
 - 5.1.2 properly authorised to deal with the Property and has provided evidence of such authority to the Agent
- 5.2 all information given to the Agent about the Property is true and correct in all respects and is neither misleading nor deceptive nor likely to be either;
- 5.3 the Client has not withheld any information that might have caused the Agent not to enter this Agreement.

6. CLIENT'S ACKNOWLEDGEMENTS

The Client acknowledges that:

- 6.1 all communications under this Agreement must be given in writing to the parties' postal address, facsimile number, email address or mobile telephone number specified in Parts 1 or 2 of the Appointment of Property Agent;
- 6.2 the Client consents to the use of email and facsimile in accordance with the provisions set out in Chapter 2 of the *Electronic Transactions (Queensland) Act 2001 (Qld)* and the *Electronic Transactions Act 1999 (Cth)*;
- 6.3 the Agent's contractual obligations are limited to those contained in this Agreement;
- 6.4 the authority vested in the Agent by this Agreement extends to the Agent's employees, consultants and contractors from time to time;
- 6.5 the Agent is under no obligation to the Client to institute legal proceedings in respect of any unpaid rents or in respect of any other breach of any lease or tenancy of the Property;
- 6.6 the Agent is under no obligation to the Client in respect of any default in payment of rent or any other default on the part of any tenant/lessee of the Property or for any damage done by or any unsatisfactory conduct on the part of any such tenant/lessee;
- 6.7 the Agent is not a licensed engineer, architect, builder or any other type of professional or tradesperson and is only responsible to report to the Client on matters that are readily apparent on a visual inspection or which are reported to the Agent in writing by a third party.
- 6.8 without limiting the generality of Clause 6.7, the Agent is not responsible for identifying or reporting any latent defect in the Property, any defect in a floor surface in the Property, or the maintenance or cleaning of a floor surface in the Property;
- 6.9 the Agent is authorised to accept service on behalf of the Client of any Payment Claim, as may be produced and served upon the Agent by contractors and the Agent may, subject to the Clauses 7.5 and 7.8, issue a Payment Schedule on behalf of the Client to the contractor.

7. AGENT'S AUTHORITY

The Client authorises the Agent to:

- 7.1 collect rents and other charges payable and issue trust account receipts for money collected;

- 7.2 receive from rents collected, any Commission, fees and expenses payable to the Agent under Parts 7 and 8 of the Appointment of Property Agent and items C and D of the Schedule, and to pay any expenditure properly and reasonably incurred in relation to the Property;
- 7.3 pay out of such rents as and when due the costs and expenses set out in Item B of the Schedule if the amount of rent collected is sufficient;
- 7.4 during the term of the Appointment of Property Agent, including at the termination of each lease/tenancy period, actively seek suitable tenants/lessees for the Property, bring such tenants or lessees to the attention of the Client and provide the Client with all such information as will allow the Client to make an informed decision as to suitability and acceptability of the tenants/lessees;
- 7.5 authorise expenditure of any sum in excess of the maximum amount under Part 8, Section 2 of the Appointment of Property Agent for such repairs and replacements as are, in the Agent's opinion, necessary to maintain the Property and the existing services to the Property as required by law or for the safety or protection of the occupants, the Property or its contents;
- 7.6 incur, if proper and necessary in order to let the Property, advertising, marketing, travelling, office and administrative expenditure not exceeding the amount set out in Part 8, Section 1 of the Appointment of Property Agent in each case;
- 7.7 inspect the Property to view the state and condition of the Property;
- 7.8 engage contractors to carry out repairs and maintenance work if instructed to by the Client;
- 7.9 if requested in writing by the Client, liaise with the Client or Clients insurance brokers in relation to such insurance requirements of the Property as the Client may direct;
- 7.10 if requested in writing by the Client, prepare and submit claims to the insurance brokers as required from time to time;
- 7.11 subject to clauses 7.5 and 7.8, on behalf of the Client, accept service of any Payment Claim as may be produced and served upon the Agent by a contractor and to issue a Payment Schedule to such contractor. However, subject to clause 7.5 where the amount of the Payment Claim exceeds the maximum amount under Part 8, Section 2 of the Appointment of Property Agent, the Agent will seek the consent of the Client prior to issuing a Payment Schedule.

8. AGENT'S OBLIGATIONS

The Agent must:

- 8.1 account to the Client by forwarding monthly statements showing details of income collected, expenditure incurred, any arrears outstanding and any other information as shall be agreed upon between the Client and the Agent;
- 8.2 check any work done to the Property to confirm its completion and make a proper check of all goods invoiced to the Property, prior to making any payments;
- 8.3 maintain a true and correct record of all leases and agreements relating to the Property and inform the Client promptly of all rent review dates and the dates of options to extend leases and tenancies;
- 8.4 ensure that within 24 hours after any notice is given under the BCIPA or received by the Agent (other than a Payment Claim or a Payment Schedule) a copy of that notice is given to the Client.

9. RESTRICTIONS ON AGENT'S AUTHORITY

The Agent must not:

- 9.1 subject to Clauses 7.3 and 7.5, pay out any monies for repairs and replacements in excess of the maximum amount set out in Part 8, Section 2 of the Appointment of Property Agent without the authority of the Client;
- 9.2 exercise any one or more of the following functions without first obtaining the Client's written consent or approval in each case:
 - 9.2.1 accept any person/persons to be tenants/lessees;
 - 9.2.2 exercise the Client's right to terminate leases and tenancies;
 - 9.2.3 serve notices upon any tenants/lessees;
 - 9.2.4 issue notices to quit to any tenants/lessees;
 - 9.2.5 sue for, and in the name of, the Client to recover sums due by the tenants/lessees;
 - 9.2.6 instruct solicitors or other consultants to act on behalf of the Client;
 - 9.2.7 let new fixed term contracts for cleaning, gardening, lifts, air conditioning maintenance, security, fire control;
 - 9.2.8 monitoring or other Contracts considered necessary for the proper management of the Property.

10. SALE OF PROPERTY

- 10.1 In the event of a sale of the Property, the Client's interest in this Agreement shall be assignable to the purchaser or, at the direction of the Client, terminated by the Client by notice in writing to the Agent not less than one month prior to completion of such sale.

11. TERMINATION

- 11.1 If either party wishes to terminate this Agreement, it must be terminated in accordance with Part 5 of the Appointment of Property Agent and Sections 106 and 114 of the *Property Occupations Act 2014* (Qld), which provide that this Agreement ends on the date when one of the following happens:
 - 11.1.1 either the Client or the Agent exercise the option to revoke the Appointment of Property Agent under Sections 106 and 114 of the *Property Occupations Act 2014* (Qld), in which case the party exercising the option must give the other party at least 30 days written notice unless the Client and the Agent agree, in writing, to an earlier date for the Appointment of Property Agent to end; or
 - 11.1.2 the Client signs a transfer of, or contract to sell, the Property in which case the Client must give the Agent at least 30 days notice written unless the Client and the Agent agree, in writing, to an earlier date for the Appointment of Property Agent to end;
 - 11.1.3 the Client must give the notice referred to in Clause 11.1.2 above on the day that the Client signs the transfer of, or contract to sell, the Property;
- 11.2 The Client must pay to the Agent all Commission, expenses and fees to which the Agent is entitled during the notice period outlined in clause 11.1.1 and 11.1.2 above;
- 11.3 Any termination does not affect either party's pre-existing rights and obligations.

12. INDEMNITY

- 12.1 Unless a finding of negligence is established against the Agent, the Client indemnifies the Agent and therefore must pay the Agent for liability, loss or costs the Agent suffers or incurs from all actions, claims, demands, damages and expenses arising out of or in respect of its capacity as Agent of the Client;
- 12.2 Without limiting the generality of Clause 12.1, the Client indemnifies the Agent from and against all actions, claims demands, losses, costs, damages and expenses arising out of or in respect of:
- 12.2.1 the Client's failure to give timely, appropriate or sufficient funds to or for the Agent to carry out an instruction or authority;
 - 12.2.2 the Client's failure to give instructions or unreasonably withhold consent in accordance with Clause 4.4;
 - 12.2.3 the Client's failure to give timely payments under Clause 4.3.

13. CLIENT AND AGENT'S ACKNOWLEDGEMENT

The Client and the Agent acknowledge that:

- 13.1 they have received a copy of the Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer, the Schedule, these Essential Terms and Conditions and any additional annexures;
- 13.2 they have read and fully understood the Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer, the Schedule, these Essential Terms and Conditions and any additional annexures, including the warranties and indemnities contained therein and agree to be fully bound by them.

14. ENTIRE AGREEMENT

- 14.1 This document constitutes the entire agreement of the parties with respect to the subject matter of this document and supersedes all prior negotiations or expressions of intent or understandings with respect to the appointment of the Agent to the Property.

Annexure A

LEASING COMMISSION

Where the tenancy is for less than one year - 10% of the equivalent gross annual rent + GST

If the tenancy is for an open ended month to month term - 10% of the equivalent gross annual rent + GST

Where the tenancy is for one year or more, then:

1 YEAR	10% OF GROSS ANNUAL RENT + GST
2 YEARS	11% OF FIRST YEARS GROSS ANNUAL RENT + GST
3 YEARS	12% OF FIRST YEARS GROSS ANNUAL RENT + GST
4 YEARS	13% OF FIRST YEARS GROSS ANNUAL RENT + GST
5 YEARS	14% OF FIRST YEARS GROSS ANNUAL RENT + GST
6+ YEARS	15% OF FIRST YEARS GROSS ANNUAL RENT + GST

PAYMENT OF LEASING COMMISSION

Commission is payable to the agent within 14 days of execution of agreement to lease by lessor.

PART C - COMMISSIONS

MANAGEMENT COMMISSION

The management commission will be charged at a rate of 6% (inc GST) until the tenant rental incentive period ends. Once the tenant rental incentive ends, the management commission will revert to 5% (inc GST).

ELECTRONIC AUTHORISATION

I/we give consent for the agent to provide an electronic copy of this document using electronic communication as per section 16(2)(c) of the Electronic Transactions Act 2001 (Queensland).

LEASE ONLY - OPEN LISTING OR EXCLUSIVE LISTING

The client appoints the Agent to lease the property under an: OPEN LISTING EXCLUSIVE LISTING

If the Client appoints the Agent to lease the Property under an Exclusive Agency, the Client must:

- 1) to the extent permitted by law, revoke in writing and finalise any pre-existing Appointment of Property Agent given to any other property agent to lease the Property; and
- 2) not lease manage the Property as principal, or appoint any person to lease the Property other than the Agent for the term of this Agreement.

SIGNATURE OF CLIENT

DATE ____ / ____ / ____

DREW CAMM

DATE ____ / ____ / ____

INITIALS

INITIAL

000009433648