AMANDA SEGERS
Buyers Agent

STATEMENT OF PROPERTY DETAILS AND EXCLUSIVE BUYERS AGENCY AGREEMENT

PRINCIPAL (BUYER'S NAMES) _____

Address: _____Postcode: _____

Emails: _____

Phone: (W) _____ (M) _____(H) _____

BUYERS' AGENT DETAILS: Amanda Segers Buyers Agent Pty Ltd
Level 20, Tower 2, Darling Park
201 Sussex Street, Sydney 2000
Phone: (W) 9006 1795 (M) 0417 000001 (F) 8078 6644
ABN 78 141 976 543
Corporation License Number 1618444

PROPERTY

Type of Property to be purchased: _____

Location: _____

General description of the Property to be purchased: _____

Terms and Conditions of Purchase

Approximate price range in which the Principal wishes to acquire the Property:

$ _____ to $ _____

Special instructions about the Property to be purchased: _____

Vacant Possession: YES ◯ NO ◯ EITHER ◯

Agreement Start Date: _____ Expiry Date (6 months duration):_____

PRINCIPALS SOLICITOR/CONVEYANCER _____

Name of Solicitor: _____Email: _____

Address: _____Postcode: _____

Phone: (W) _____ (M) _____ (F) _____

SIGNATURE OF AGENT _____ DATE OF STATEMENT_____ /_____ /_____

Agency Period

1. This agreement may be terminated by either party giving seven days' notice in writing but without prejudice to either parties rights accrued or obligations incurred prior to the effective termination.

Agents Authority

2. i. The Agent is authorized to identify and recommend potential properties to the Principal pursuant to the terms and conditions set out in the statement of Property details above (or as amended) Yes ○ No ○
   ii. The Agent is authorized to negotiate on behalf of the Principal for the purchase of the Property pursuant to the terms and conditions set out in the statement of Property details above (or as amended) Yes ○ No ○
   iii. The Agent is authorized to bid on behalf of the Principal at the auction of a prospective Property approved by the Principal in writing. This clause may be varied in writing. Yes ○ No ○

Agents Remuneration

3. i. A non-refundable engagement fee of $ _____ (includes GST) – see attached schedule
   ii. The Principal acknowledges that the Agent shall be entitled to a success fee of $_____ (includes GST) During the term of the agreement the Principal is required to pay the success fee upon exchange for any property purchased by the Principal (regardless of who finds or introduces the property)The success fee is payable once the Principal:
   a. enters into a contract for the purchase of the Property;
   b. procures another person or entity to enter into a contract for the purchase of the Property;
   c. where the Property is owned by a company, enters into a contract for the purchase of any shares of that company;
   d. where the Property is owned by a company, procures a further person to enter into a contract for the purchase of any of the shares of that company;
   e. by any other means whatsoever becomes the legal and beneficial owner or both of the Property, or;
   f. where the Property is owned by a company, by any means whatsoever becomes the legal and beneficial owner or both of any of the shares of that company.
   iii. a termination fee (of the full engagement fee only) is payable by the Principal if no property is purchased and the agreement is terminated.
   iv. The success fee in 3 ii is due and payable by the Principal on exchange of any of the contracts referred to in 3 ii (a) to (f)
   v. The parties also expressly agree that the Agent shall be entitled to the success fee in 3 ii if the vendor of a Property or a Property is introduced to the Principal by the Agent at any time prior to the termination of this Agreement, and the Principal satisfies any of the requirements set out in 3 ii (a) to (f) within 3 months after such termination.

Expenses

4. The Principal is liable for any building/pest inspections, strata searches and legal conveyancing. The Principal agrees to advance the funds for such, or reimburse the costs to the Agent upon receipt of an invoice.

Variation of Fees and Expenses

5. The services to be provided by the Agent and any fees or expenses payable by the Principal to the Agent pursuant to this agreement cannot be varied except as agreed by the Principal in writing.

Financial Institution Taxes or Deductions

6. The Agent shall be entitled to be reimbursed for any taxes or deductions debited by banks or other financial institutions against the Agent's account during the term of the contract and attributable to the affairs of the Principal.

Contract For Sale

7. The Agent is not authorized to enter into or sign a contract for sale on behalf of the Principal, unless they hold a power of attorney as instructed by the client.

Conjunction

8. Unless otherwise instructed, the Agent may allow other agents to act in conjunction with them in order to effect a purchase but only one fee will be payable.

Limit of Agent's Services

9. The Agent shall not perform any other services in connection with the purchase other than as specified in this agreement (or as amended).

GST

10. Any amounts referred to in this agreement which are payable by the Principal to the Agent in respect of services provided by the Agent under this agreement, including reimbursement of expenses, are expressed inclusive of the Goods and Services Tax (GST), at the rate of 10% (the current rate). If the current rate is increased or decreased, the parties agree that any amounts referred to in this agreement will be varied accordingly.

Agents Indemnity and Liability

11. The Principal will hold and keep indemnified the Agent against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Agent, resulting from any statements or actions undertaken by the Principal, in the course of or arising out of the proper performance or exercise of any of the powers duties or authorities of the Agent under this agreement.

Financial and Investment Advice

12. The Principal acknowledges that any financial or investment advice provided by the Agent to the Principal is of a general nature only whose preparation does not take into account the individual circumstances, objectives, financial situation or needs of the Principal. The Principal is advised to consult with their own independent financial and/or investment advisor.

Material Fact

13. i. The Principal warrants that the Principal has supplied the Agent in writing with all material facts in respect of the Principal's proposed Property acquisition.
    ii. In this clause "material fact" has the same meaning as it has in Section 52 of the Property, Stock and Business Agents Act 2002.

Privacy Policy

14. The Agent uses personal information collected from or about the Principal to act as the Principal's Agent and to perform their obligations under this agreement.
    The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.
    The Agent may disclose information to other parties including advisors, media organizations, property data service providers, on the internet, to potential vendors, or to clients of the Agent both existing and potential, as well as to parties engaged to evaluate the Property, owners' corporations, valuers, government and statutory bodies and financial institutions.
    The Agent will only disclose information to other parties as required to perform their duties under this agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988.
    If the Principal would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this agreement.
    The Principal can also correct this information if it is inaccurate, incomplete or out-of-date.
    Real estate and tax law requires some of this information to be collected. If the information is not provided, the Agent may not be able to act on the Principal's behalf effectively or at all.

Disclosure of Rebates, Discounts or Commissions in Respect of Expenses

15. In respect of any expenses to be incurred by the Principal or the Agent on behalf of the Principal pursuant to this agreement, the Agent discloses that the Agent may receive the following rebates, discounts or commissions from third parties.

Name of Third Party	**Estimated Amount of Rebates, Discount or Commission**
Mortgages/Accountants/Financial Planners	$ Nil
Moving companies	$ Nil
Building/pest inspectors, Strata search companies	$ Nil

Principals Authority

16. The Principal warrants that the Principal has authority to enter into this agreement.

Acknowledgement

17. The Principal acknowledges being served with a copy of this Agreement.

PAYMENT OPTIONS

Direct Deposit Bank: Commonwealth Bank
Account Name: Amanda Segers Buyers Agent
BSB: 062 005 Account No: 10836496

Cheque Cheques payable to Amanda Segers Buyers Agent Pty Ltd
Level 20, Tower 2, Darling Park, 201 Sussex St, Sydney, 2000.

Credit Card VISA ☐ MC ☐

Card Number ___ ___ ___ ___ / ___ ___ ___ ___ / ___ ___ ___ ___ / ___ ___ ___ ___

Card Name _____ Amount $_____

Signature: _____ Expiry Date: _____ / _____

Signature of Principal _____ Date _____ / _____ / _____

_____ Date _____ / _____ / _____

Signature of Agent _____ Date _____ / _____ / _____

OUR FEES – OPTION 1: COMPLETE PACKAGE – FULL SEARCH, APPRAISE AND NEGOTIATE

TICK	Property purchase price	Engagement fee (Includes GST)	Success fee (Includes GST)	Total Fee (Includes GST)
☐	Up to $1 Million	$3,750	$8,250	$12,000
☐	$1 Million - $1.5 Million	$3,750	$12,250	$16,000
☐	$1.5 Million - $2 Million	$3,750	$16,250	$20,000
☐	$2 Million - $3 Million	$4,750	$21,250	$26,000
☐	$3 Million - $5 Million	$5,750	$24,250	$30,000
☐	Over $5 Million	$5,750	$34,250	$40,000

OUR FEES – OPTION 2: (YOU FIND THE PROPERTY) WE APPRAISE AND NEGOTIATE

TICK	Property purchase price	Engagement fee (Includes GST)	Success fee (Includes GST)	Total Fee (Includes GST)	Number of negotiations included
☐	Up to $1 Million	$2,000	$6,000	$8,000	3
☐	$1 Million - $1.5 Million	$2,000	$7,000	$9,000	3
☐	$1.5 Million - $2 Million	$4,000	$8,000	$12,000	4
☐	$2 Million - $5 Million	$4,000	$11,000	$15,000	4
☐	Over $5 Million	$5,000	$15,000	$20,000	5

OUR FEES – OPTION 3: AUCTION – (YOU FIND THE PROPERTY) WE BID ON YOUR BEHALF

☐	**Bidding at Auction**	$750	$1,000

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E. amanda@amandaonmyside.com.au **W.** www.amandaonmyside.com.au
Level 20, Tower 2, Darling Park, 201 Sussex Street, Sydney, 2000
Relax. You have Amanda on your side.

AMANDA SEGERS
Buyers Agent

Principal/buyer's name:_____

Address: _____Postcode: _____

Emails: _____

Contacts: (W) _____ (M) _____ (H) _____

What is the purpose of your purchase?	○ Home – owner occupied ○ Investment
Your price range:	Min $ to Max $
Do you have finance pre-approval?	○ Yes - Institution: ○ No
How long have you been looking?	
What type of property do you want to buy?	○ House ○ Apartment/ Unit ○ Townhouse/ Terrace/ Duplex ○ Land ○ DA approved site
Condition of the property	○ Brand new ○ Renovated ○ Un-renovated ○ Not important
Number of bedrooms	
Number of bathrooms	
Number of car spaces	
Preferred suburbs (we can recommend most suitable areas for your brief if required)	1. 2. 3.
Other Comments – "Must haves" or desirable features	
What is the most important criteria to you for this purchase?	○ Location ○ Capital growth ○ Yield/cash flow ○ Best price ○ Confidentiality ○ Save time ○ Save money ○ Avoid stress
Any special instructions?	

I warrant that the above details provide a clear statement of the type of property I am seeking to buy:

_____ _____

Signature of Principal (Buyers) Dated **Signature of Buyers' Agent** Dated

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