



Agency Agreement - FOR LEASE

This Agreement conforms to the Property, Stock & Business Agents Act 2002

AGENT:

Phillip Banks Pty Ltd. [ABN: 51 115 105 390] Real Estate Licensee 10067771	Licensee: Robert Salisbury
Address: 2.05 / 10 Tilley Lane, Frenchs Forest NSW 2086	GST Registered: YES Tel: 0404 11 7773
Email: info@phillipbanks.com	www.phillipbanks.com Trading As: 'Phillip Banks'

AGENT: Joint

Address:		
Email:		

PRINCIPAL:

Name:	ABN/ACN:	GST: YES	NO
Address		Postcode:	
Telephone:			
Other:			

PRINCIPAL's Solicitor/Conveyancer:

Name:	Firm:
Address	Postcode:
Contact:	

PROPERTY FOR SALE:

Address:			
Size :	Rates \$	Parking \$	\$
Options:	Outgoings:	Vacant:	Other
Vacant:			

THIS AGREEMENT IS FOR THE MARKETING FOR LEASE OF THE PROPERTY.**Agent's Appointment**

1. a. Principal grants Agent an 'Initial Agency Period' of / /202 to during which the Principal grants rights to Agent to seek prospective Tenant for Property.
- b. This signed Agreement extends the Initial Agency Period, until such time as the Property is LET, unless terminated in writing, by either party, allowing a minimum of 28 days notice. Notice of termination shall not prejudice any obligations or rights to either party held or sustained prior to termination.

Agent's Appointed Authority

2. a. Principal grants authority to the Agent, to Sell the Property for:
 - i. Term of Tenancy Agreement: unless instructed otherwise in writing.
 - ii. Market the Property for \$, unless otherwise agreed in writing by Principal.
- b. Principal authorises Agent to act for the Principal's behalf, to;
 - i. Undertake initial inspection;
 - ii. Arrange inspections by prospective buyers;
 - iii. Inform prospective Buyers of special conditions pertaining to sale (if so, attached).
 - iv. obtain reference checks;

- v. to recommend buyers
- vi. To receive a Buyer's initial payment.
- vii. To receive a Buyer's bank guarantee/security deposit, where if required.

Agent's Remuneration

3. The Principal agrees to pay the Agent a Commission of:% (excluding GST) of the first years rent, together with any amounts due to the Agent pursuant to the schedule overleaf, should the Agent introduce to the Principal, prior to the Principal terminating the agreement, any party who:
- a. executes a LEASE on the Property, or procures another person to execute a LEASE of the Property;

Inspection

4. Subject to clause 2 b. ii, any prospective TENANT is entitled to inspect the Property in the following circumstances:
.....Accompanied by the Agent.....

Promotional Activities

5. The Property is to be adverted or not advertised..... If Advertised to be as Advertising Schedule attached..... or as
- a. Sign Board: \$
 - b. Website/s: \$
 - c. Print Matter \$
 - d. Advertising \$
- The total advertising / promotional fee for the Property is \$..... and is due and payable...../...../202.
- b. Principal gives permission to Agent to erect onsite a For Lease Sign: Yes..... No..... and acknowledges that Agent is not responsible for any liability, damages or injuries incurred as a result of such.

Service Fee, Charges and Expenses

6. In addition Agent shall be entitled to the following, for additional services in connection with this agreement.
Fees:
Item..... Amout \$.....When due and payable.....

Variations of Fees or Expenses

7. Any variations to fees or expenses shall be agreed in writing by the Principal.

Authority to Deduct

8. When monies are paid to the Agent, for the Principal, the Agent is hereby authorised to deduct from such monies, any fee, expense or otherwise, payable to the Agent by the Principal, before accounting to the Principal.

Limit of Agent's Service

9. The Agent undertakes to perform and only perform service in conneciton with the LEASING of the Property as set out herein.

Financial Institution Taxes or Deductions

10. 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 that are attributable to the affairs of the Principal.

GST

11. Should the Agent be registered for Goods and Services Tax ("GST") then the rate applicable to all fees, expenses or payments due, that are liable to GST, shall be accounted for and recompenses at the rate that is deemed liable accordng to current legislation: being, at the time of this Agreement 10%. In the event that the GST rate should change, then all payments shall be charged at the the rate that is current due to tax legislation.

Agent's Indemnity and Liability

12. 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 in the course of or



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arising out of the proper performance or exercise of any of the powers, duties or authorities of the Agent.

Financial and Investment Advice

13. 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 adviser.

Private 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 organisations, property data service providers, on the internet, to potential tenants, or to clients of the Agent both existing and potential , as well as to tradespeople, owners' corporations, valuers, government and statutory bodies, and to third parties as required by law. The Agent will only disclose information to other parties as require 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, the Principal can do so by contacting the Agent at the address and contact numbers contained in this agreement.

The Princial 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'sbehalf effectively or at all.

Disclosure of Rebates, Discounts or Commissions in Respect of Expenses

15. The Agent may receive the following benefit, for expenses incurred by the Principal or the Agent on behalf of the Principal due to the course of pursuing this agreement.. If so they are listed below:

Name of Third Party.....Estimated Benefit \$...../ Or.....

Principal's Authority

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

Acknowledgments

- 17. a. The parties acknowledge that the attached Schedule forms part of this agreement.
b. The Principal acknowledges being served with a copy of this agreement.

Signatures

Signature of Principal: Date: / / 202
Signature of Principal: Date: / / 202
Signature of Agent: Date: / / 202
Signature of Agent: Date: / / 202

SCHEDULE

1. Unless otherwise instructed in writing, Agent may allow other agents to act in conjunction with Agent in order to effect a leasing but only on leasing fee will be payable.
2.
 - i. **"Rent" and "Average Annual Rent" Defined.**
 - a. "Rent" means the total rent reserved by the lease or agreement to lease for the whole of the term certain expressed in such lease or agreement to lease together with any additional charges including cleaning, outgoings contributions, partition or shop-front rentals, naming or signage rights, car parking fees and any other payment to or on behalf of the Principal for which the Lessee is made responsible under the lease or agreement to lease, irrespective of the purpose to which the payment is subsequently applied, but excluding payments made as security deposits but including GST attributable (if any) to such rent and charges. For these purposes "Principal" includes an assignor or sub-lessor, and "Lessee" includes an assignee or sub-lessee. In calculating the Agent's fee under the agreement, cash allowance, rebates, rent free periods or similar incentives offered by the Principal as an inducement to lease shall not be taken into account.
 - b. "Average Annual Rent" means the rent divided by the number of years in the term certain of the relevant lease or agreement to lease.
 - ii. **"Term of Lease"**

For the purpose of calculating the Agent's fee or fees the lease period is the term certain of the lease, excluding the period of any further term which the Lessee may be entitled to take up by exercise of an option.
 - iii. **Lease with Option to Purchase**

Where the Premises are leased and the Lessee has a right of purchase or a first right of refusal which is exercised by the Lessee, or the person/s introduced to the Principal by the Agent in accordance with and for the purpose of this agreement purchases the Premises the Agent's fee shall be as follows: (GST inclusive)

Such fee shall be due and payable by the Principal when such right is exercised or the person/s complete the purchase of the Premises.
 - iv. **Premiums**

Where a lease is granted in whole or part for a lump sum consideration payable by the Lessee as a premium, however described, the Agent will be entitled to receive a fee at the rate of(GST inclusive) on such premium consideration in addition to any other fee payable under the agreement.
 - v. Where there is a "once only" payment under the lease attributable to the sale of plant, fixtures, fittings, partitions, furniture and similar items, a fee will be calculated at(GST inclusive) of the sale price. However, where this sale price is amortised over the term of the lease, or is otherwise payable on a periodic basis, the payments attributable to the sale of plant, fixtures, fittings, partitions, furniture and similar items under the lease shall constitute "rent" for the purposes of calculation of a fee pursuant to the agreement.
 - vi. A fee shall be payable on any subsequent letting by the Principal of additional space within the Premises to the same Lessee (or to an associate or subsidiary of the Lessee) calculated in accordance with the agreement provided that the Lessee, in respect of the additional space, commences rental payment or take possession or enter into a lease or an agreement to lease no later than 18 calendar months after the commencement date of the lease for the initial space.
 - vii. **Subletting and Assignment** (only applicable to an Agency Agreement between a tenant or a sub-tenant and the Agent)

In respect of any sub-letting or assignment, a fee shall be payable in accordance with the agreement as if such sub-letting or assignment was a new lease, provided that for this calculation the remainder of the term assigned or sub-let (excluding any option periods) shall be considered the term of the lease. Where the remainder of the term is a period of less than one year, the Average Annual Rent reserved shall, for the purposes of calculating the fee, be the monthly rent multiplied by 12.

The minimum fee payable to the Agent will be(GST inclusive) of the Average Annual Rent, regardless of lease term.
 - viii. **Rental Review Negotiation**

For conducting rental review negotiations, the Agent's fee shall be(GST inclusive) of the amount of the increase in the Average Annual Rent, or.....(GST inclusive) of the Average Annual Rent, whichever is the greater.
 - ix. Where a prospective lessee is introduced to the Principal and/or to the Premises, and subsequently purchases the Premises, the Agent shall be entitled to a fee in accordance with 2iii above.
3. In the event of any inconsistency between this Schedule and the agreement, the provisions of the agreement shall prevail.