**Changing Places ‘Plain English’ Authority
Exclusive Sale Authority**

**Vendor/s**

Address

Suburb  Postcode

Telephone Home Mobile

 Business Other

Email Address

**Appoint** Changing Places Real Estate Consultants pty ltd of 294 Kings Way, South Melbourne 3205 to offer for sale the property at

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Suburb  Postcode 3806 *(including Chattels)*

Vendor Asking Price $ 380,000 or any other price the Vendor signs a Contract of Sale to sell the property.

Agents Estimate of Selling Price $ or between $ 350,000 and $ 385,000

*(Note: This is the Agents opinion and is not a valuation - Section 47A Estate Agents Act 1980)*

Preferred terms 10% Deposit Balance 30/60 Days

Set Agreed Commission $ 5000 *plus GST $500 = TOTAL $ 5500 including GST*

Marketing Fees $ 1500 *(at cost)* *plus GST $150 = TOTAL $1650 including GST*

 *plus any further amounts agreed to by the Vendor. The Agent will not be entitled, or is not likely to be entitled to any rebate.*

A bonus commission of 11% inc gst will be paid to the agent on any amount over $380,000. For example if the agent achieves a price of $390,000 the commission shall be $5000 + $500 plus a bonus commission of $1000 + $100 gst. Total commission payable will be $6000 + $600 gst = $6,600

The Vendor acknowledges that the level of service to be provided by the Agent is for the Agent to market and endeavour to negotiate the sale of the property.

Exclusive Authority Period 90 days from the date of this Agreement.

The Agent will not share in any commission with a person who is not a Licensed Estate Agent or an Agents Representative.

***THIS IS AN EXCLUSIVE AUTHORITY***

The Vendor is obliged to pay the Agents Commission on demand, upon a Contract Of Sale for the property above becoming an Unconditional Contract and the Agent is irrevocably authorised to deduct from any deposits received, all commissions and marketing fees. The Vendor agrees to pay the agreed Marketing Expenses incurred during the period of this Agreement upon demand, whether or not a Sale takes place. I/We acknowledge that if the account is overdue, changing *places* at its discretion, reserves the right to refer the account to a Mercantile Agency for Collection and I/we agree to be responsible to meet all reasonable costs and Commissions incurred in employing the said mercantile agent to collect the overdue account. The Vendor acknowledges being informed by the Agent that the Agent’s Fees and Marketing Fees are negotiable, prior to signing this Agreement. The Vendor acknowledges receiving a copy of this Agreement when signing and before signing any binding Contract for the sale of the property.

“Making of Complaints”

Any complaint relating to commission or outgoings can be made to the Director, Consumer Affairs Victoria (CAV) GPO Box 123, Melbourne VIC 3001 or by telephoning 1300 737 030. Unless there are exceptional circumstances CAV cannot deal with any dispute concerning commission or outgoings unless it is given notice of the dispute within 28 days of the client receiving an account for, or notice that the Agent has taken the amount in dispute, whichever is later.

**Date of Authority** **Signed by Agent**

**Signed by Vendor/s**