



# APPOINTMENT OF AGENT - LETTING AND PROPERTY MANAGEMENT

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

This Form must be completed and a copy 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.

This Form enables a person ("Client") to appoint a Real Estate Agent or a Restricted Letting Agent ("Agent") to perform one or more letting, leasing or property management services for the Client.

## 1. CLIENT

Name: **Barry John Jones and Suzie Marie Hall**

Address: **114 Turbo Drive Coorparoo Qld 4051**

Telephone no: **07 3232 0011**

Mobile telephone no: **0412 777 111**

ABN: **N/A**

Facsimile no: **07 3232 1100**

Email: **jonesy@bigpond.com**

Registered for GST:  YES  NO

## 2. AGENT

Name: **The Best Real Estate Agent Pty Ltd**

ABN: **124 458 679**

Address: **23 Alexandra Drive North Rockhampton Qld 4701**

Telephone no: **07 4922 2222**

Mobile telephone no: **0403 222 222**

Licence no: **458-762**

Facsimile no: **07 4923 3333**

Email: **thebest@agency.com.au**

Licence expiry date: **01/07/2007**

## 3. PROPERTY

Address: **101 Musgrave Street Rockhampton Qld 4700**

Lot: **23**

Plan: **73461**

Title Reference: **87654**

## 4. APPOINTMENT OF AGENT

The Client appoints the Agent to perform the following service/s:

- Letting/leasing of property
- Collection of rent
- Other property management service/s *[please specify]*

*As per above*

Refer to (a) Items Schedule and Instructions, (b) Essential Terms and Conditions

*(If insufficient space, please attach schedule)*

**4.1 Performance of Service**

**To the Agent:** State how you will perform the service/s AND any conditions, limitations or restrictions on the performance of the service/s. [e.g. whether and how often Agent conducts property inspections, whether and to what limit Agent is authorised to supervise and carry out repairs and maintenance on property]

Refer to (a) Items Schedule and Instructions, (b) Essential Terms and Conditions

as per above

If space is insufficient, please attach additional sheet

**4.2 Type of Appointment**

Commencement of Appointment - Refer Item U in Items Schedule

The appointment is a:  Single appointment (for a particular service)  
 Continuing appointment (for a number of services over a period)  
End of continuing appointment:

Refer to Clause 12 of the Essential Terms and Conditions

**To the Client:** If the appointment is a continuing appointment, you may revoke the appointment by giving 90 days notice in writing to the Agent, unless you and the Agent agree to a shorter notice period (but it must not be less than 30 days).

**4.3 Listed rental charge:** \$240-\$250 p/w unless otherwise advised by Client in writing. In absence of client instructions, property will be let at market value.

**5. COMMISSION**

**To the Client:** The Property Agents and Motor Dealers Regulation 2001 sets a maximum amount of commission chargeable by your Agent for the letting and collection of rent on residential property.

**Please note you have a right to negotiate an amount lower than this amount of commission.**

**5.1 Agreed Commission**

Please note that you (the Client) will have to pay Goods and Services Tax (GST) on any commission chargeable under this Appointment

The Client and the Agent agree that the commission payable for the service to be performed by the Agent is:

TOTAL COMMISSION	\$ 12.50 (approx rent collection @ \$250 p/w)	\$250 (letting commission)
GST	\$ 1.25	\$25
TOTAL PAYMENT	\$ 13.75	\$275

Refer to (a) Item E in Items Schedule & Instructions, (b) Essential Terms and Conditions

**To the Client:**

**For collection of rent -**

**Percentage:** Commission expressed as a percentage is worked out only on the amount of rent or leasing fee actually collected.

**Amount:** Commission expressed as an amount represents the commission payable if the property is rented at the listed rental charge (see Section 4.3 above). If the actual rent charge, or the amount collected in any rental period, is higher or lower than the listed rent charge, the amount of commission payable may vary from the amount stated.

**5.2 When Payable [Agent to insert when commission is payable]**

Refer to (a) Items Schedule & Instructions, (b) Essential Terms and Conditions

as per below

**6. FEES AND CHARGES**

Please note that fees and charges chargeable under this Appointment are inclusive of Goods and Services Tax (GST).

**6.1 Amounts payable -** The fees and charges payable by the Client for the service are: [Agent to insert] (e.g.bank charges, fee for arranging and supervising repairs and replacements)

Refer to (a) Items Schedule & Instructions, (b) Essential Terms and Conditions

as per above

**6.2 When payable** - [Agent to insert when fees and charges are payable]  
Refer to (a) Items Schedule & Instructions, (b) Essential Terms and Conditions  
as per above

**6.3** The maximum value of repairs and maintenance to be paid by the Agent without prior approval by the Client is:  
\$ ..... or equivalent to Two (2) weeks rent for the repair and/or maintenance of any one item.  
**Note:** Pursuant to Section 127, Residential Tenancies Act allows a tenant to spend up to two weeks' rent if 'emergency repairs' are not attended to within an appropriate time.

## 7. EXPENSES

### 7.1 Authorisation to incur expenses

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]

**7.1.1 Advertising/Marketing** (if any):  
at cost - however not to exceed \$200 per let

**7.1.2 Other** [e.g. photocopying, telephone calls, facsimile transmissions, postage]  
[please specify nature and amount of expense]  
Refer to (a) Items Schedule & Instructions, (b) Essential Terms and Conditions  
as per above

### 7.2 Agent's rebate, discount, commission or benefit

**To the Agent:** State the source and the estimated amount or value or any rebate, discount, commission or benefit that you may receive in relation to any expenses that you may incur in connection with the performance of the service:

Source	Estimated Amount (\$) / Value (%)
Aon Landlord Protection Policy	8 to 15% of total premium or pro rata

## 8. SIGNATURES

**To the Client:** If you want more information before you sign this form, you can visit the Office of Fair Trading's website at [www.fairtrading.qld.gov.au](http://www.fairtrading.qld.gov.au)

### Client

Name: ..... Name: .....

Signature: ..... Signature: .....

Date: ..... Date: .....

### Agent

Name: .....

Signature: .....

Date: .....

When performing this service, the Agent must comply with the code of conduct for Real Estate Agents or Restricted Letting Agents as set out in the *Property Agents and Motor Dealers (Real Estate Agency Practice Code of Conduct) Regulation 2001* or *Restricted Letting Agency Practice Code of Conduct* . You can obtain a copy of these Codes of Conduct on the Office of Fair Trading's website at [www.fairtrading.qld.gov.au](http://www.fairtrading.qld.gov.au), from your local Office of Fair Trading (see White Pages) or by phoning 13 13 04.

## SCHEDULES OR ATTACHMENTS (if applicable)

### SCHEDULE

#### PROPERTY MANAGEMENT AGREEMENT Residential Property ITEMS SCHEDULE AND INSTRUCTIONS



The Real Estate Institute  
of Queensland

Member Office

Printed by REALworks

#### A PREMISES

Date Available: 2nd July 2006

#### B INVENTORY FOR USE BY TENANT (Furniture etc)

See attached inventory and RTA Form 1A - Entry Condition Report

#### C INVENTORY NOT FOR TENANT USE

not applicable

#### D RENT To be paid to

Lessor  Financial institution  Other:

Name: Barry John Jones and Suzie Marie Hall

Account Name: B and S Hall

Financial Institution: Main Bank

Branch: Stones Corner

BSB: 064 000

Account Number: 123 123 123

Payment to be made and statement issued:

monthly  other (please specify):

#### E COMMISSIONS Note: Lessor should Refer to Clause 5 of the Appointment of Agent (Not inclusive of GST)

Letting Commission: one week's rent plus gst

Rent Collection Commission: 5% plus gst

#### F FEES (GST Inclusive)

Management Fee: x.x%

Negotiation/Renewal Fee: included in management fee

Refurbishment Fee: included in management fee

Periodic Inspections Fee: included in management fee

Mediation/Tribunal Hearings Fee: \$55 per hour plus court costs

Insurance claims to be lodged by Agent: No Fee:

Water meters to be read by Agent: No Fee:

Other Fees:  
\$5.50 Statement Fee

**G EXPENSES**

Administrative expenses (e.g. postage, STD phone calls, fax transmissions, statutory taxes and bank fees.):  
*N/A*

Travel and out of pocket expenses:  
*N/A*

Other:  
*Title Search at cost*

**H DISBURSEMENTS**

To be paid by the Agent for the Lessor from money received for or from the Lessor

Accounts for repairs & maintenance:  Yes  No

Council water, sewerage & drainage rates:  Yes  No

Body corporate levies:  Yes  No

Payable to:

Land tax:

**I SERVICES**

The tenant must pay for

Electricity	Yes	if yes, and not separately metered, what proportion:
Telephone	Yes	if yes, and not separately metered, what proportion:
Gas	Yes	if yes, and not separately metered, what proportion:
Water	Yes	if yes, and not separately metered or delivered, what proportion:

Other: *Tenants to pay water usage over 200Kl in 6 month period at a rate of \$1.05 per kilo litre.*

**Note: Tenant cannot be charged for water unless separately metered.**

**J EMERGENCY REPAIRS**

Pursuant to s124 of the *Residential Tenancies Act*, the Lessor nominates the Agent to arrange emergency repairs except for the classes of repairs specified below, in which case the Lessor nominates:

Electrical Repairs:  
 Name: *Goltz Electrical* Ph (Bus) *07492 2344* (AH) *0423 018 018*

Plumbing Repairs:  
 Name: *Agent's Discretion* Ph (Bus) (AH)

Other Name: Ph (Bus) (AH)

Other Name: Ph (Bus) (AH)

Other Name: Ph (Bus) (AH)

Other Name: Ph (Bus) (AH)

**Note, this information will be given to the Tenant and the nominated repairer will be first point of contact about emergency repairs.**

**K NO. OF TENANTS**

Number of persons allowed on the premises:  
*to be discussed on application - no more than 4 people*

**L APPROVED PETS**

Yes            If yes, clauses to qualify permission:  
*However subject to Lessor final approval*

**M SPECIAL INSTRUCTIONS TO AGENT**

*Please phone and advise of any maintenance*

**N SPECIAL CONDITIONS FOR TENANCY**  
Additional terms may be included here. The additional terms must not exclude, change or restrict the Residential Tenancies Act or otherwise the additional terms will be void to the extent of the inconsistency.

*If REIQ Form 18a is NOT being used, please add the following Special Terms "Tenants are required to have carpets steam cleaned by a reputable company on last day of occupation and are to provide a receipt on handover". If pets "Pest control for fleas, internal and external must be completed by a licensed company and a receipt provided upon handover. Pest control to be completed on last day of occupancy"*

**O LETTING/ RELETTING INSTRUCTIONS**

*Refer to lessor. If lessor uncontactable, or doesn't respond, agent will relet property at market rental for 6 or 12 months. Lessor to advise in writing of any different instructions*

**P KEYS**

The Lessor: *does not permit*

the Agent to provide keys to prospective tenants to inspect the Premises unsupervised and return the keys to the Agent.

**Q INSURANCE**

**Public Liability Insurance**

Insurer: *AON*

Policy no: *235 235*

**Note: See Clause 4.16.1. The Lessor MUST have Public Liability Insurance**

**Building Insurance**

Insurer: *AON*

Policy no: *488 777*

**Contents Insurance**

Insurer: *Suncorp Metway*

Policy no: *787 323*

**Lessor Protection Insurance**

Insurer: *AON*

Policy no: *3278*

**R BODY CORPORATE**

Name of Plan/Body Corporate: *N/A*

CTS:

Secretary:

Address:

Phone:

Fax:

Email:

Body Corporate Manager:

Address:

Phone:

Fax:

Email:

**Note: It is a requirement under the Residential Tenancies Act that Body Corporate By Laws be given to a Tenant upon occupying Premises.**



**S WARRANTY OR MAINTENANCE CONTRACTS**

Appliance: <i>Air Conditioner</i>	With: <i>Samsung</i>	Expiry: <i>7/12/08</i>
Appliance: <i>Stove</i>	With: <i>Westinghouse</i>	Expiry: <i>1/07/07</i>
Appliance:	With:	Expiry:
Appliance:	With:	Expiry:
Appliance:	With:	Expiry:
Appliance:	With:	Expiry:

**T NOTICE REQUIREMENTS**

All notices under this Agreement must be given in writing to the party's postal address, facsimile number or e-mail address specified in Clauses 1 or 2 of the Appointment of Agent.

**U COMMENCEMENT OF APPOINTMENT**

Unless otherwise stated, the commencement date for the Appointment will be the date on which both the Client and the Agent sign this Appointment. [If the Client and the Agent sign this form on different dates, the commencement date will be the later of these dates.]  
If you wish to choose a commencement date that is later than the date that the Client and Agent sign this Appointment, please state that date.

Commencement Date: *1st July 2006*

**V SIGNING**

Lessor: ..... Agent: .....  
 .....  
 Date: ..... Date: .....

**ESSENTIAL TERMS AND CONDITIONS**

**1. LESSOR APPOINTS AGENT**

For the commissions and other fees payable by the Lessor, the Agent agrees to manage the property for the Lessor on the Essential Terms and Conditions in this Agreement.

**2. WHAT MAKES UP THIS AGREEMENT:**

This Agreement comprises the following parts in order of priority:

- 2.1 Appointment of Agent
- 2.2 Items Schedule and Instructions
- 2.3 Essential Terms and Conditions

**3. MEANINGS OF WORDS**

- 3.1 **Appointment of Agent** means the Queensland Government RAMD Form 20a, Appointment of Agent - Letting and Property Management. These conditions and the Schedule are annexed to the Appointment of Agent.
- 3.2 **Commission** means the commission mentioned in Clause 5 of the Appointment of Agent and which is detailed in Item E of the Schedule.
- 3.3 **Condition Report** means a report which conforms either to Section 42 or to Section 42A (as the case may be) of the *Residential Tenancies Act*.
- 3.4 **General Tenancy Agreement** means the current standard RTA General Tenancy Agreement conforming to the requirements of the *Residential Tenancies Act* or such other tenancy agreement, for example the REIQ Agreement, applying to the letting of the Premises.

- 3.5 **Lessor** includes the registered owner of the Property and also means "the Client", mentioned in the Appointment of Agent.
- 3.6 **Property** means the property described in Clause 3 of the Appointment of Agent and includes "the Premises".
- 3.7 **Relevant Legislation** includes the *Residential Tenancies Act*, the *Body Corporate and Community Management Act*, the *Property Law Act*, the *Workplace Health and Safety Act*, the *Building Act*, the *Building Code of Australia*, the *Anti-Discrimination Act*, the *Trade Practices Act*, the *Fair Trading Act* and the *Property Agents and Motor Dealers Act* as amended or replaced from time to time.
- 3.8 **RTA** means the Residential Tenancies Authority.
- 3.9 **Schedule** means the Items Schedule and Instructions.
- 3.10 **Tenant** means a person(s) with whom the Lessor has entered into a General Tenancy Agreement for the letting of the Premises.

#### 4. LESSOR'S OBLIGATIONS

##### The Lessor must:

- 4.1 to the extent permitted by law, revoke in writing and finalise any pre-existing appointment given to any other agent to let or to manage the Premises;
- 4.2 not let or manage the Premises as principal, or appoint any person to let or manage the Premises other than the Agent for the term of this Agreement;
- 4.3 refer to the Agent any prospective tenant(s) that contacts the Lessor;
- 4.4 immediately inform the Agent of any changes concerning the Premises;
- 4.5 meet all obligations imposed by Relevant Legislation and any General Tenancy Agreement entered into by the Lessor with a Tenant;
- 4.6 pay all charges, levies, rates or taxes for the Premises other than a service charge;  
**For example:** Body Corporate levies, council general rates, sewerage charges and environment levies and land tax;
- 4.7 pay all commissions and fees specified in Items E and F of the Schedule to the Agent;
- 4.8 pay for the installation of the first telephone line to the Premises;
- 4.9 pay for all repairs and maintenance;
- 4.10 promptly give instructions to the Agent when requested to do so by the Agent;
- 4.11 immediately notify the Agent of any changes to the contact details specified in Clause 1 of the Appointment of Agent;
- 4.12 ensure the Premises and Inventory of inclusions specified in Item B of the Schedule are clean and fit to live in, are safe to live in and are in a good state of repair and meet all building requirements of the local and state authorities;  
**For example:** are all railings, stairs and balconies properly constructed and secure; if there is a pool, is it properly fenced?
- 4.13 supply and maintain all locks necessary to ensure the Premises are reasonably secure, and at the Lessor's cost, provide a key for each lock to the Tenant and Agent, and if there is more than one tenant, provide to each further Tenant a key for each lock that secures an entry to the Premises or secures a road or other place that is normally used to gain access to, or leave, the area or building in which the Premises are situated.
- 4.14 observe the terms of any General Tenancy Agreement made by the Agent on behalf of the Lessor;
- 4.15 have the Premises treated for pests as required (no more than annually) at the Lessors cost;
- 4.16 obtain and maintain insurance policies for:
  - 4.16.1 public liability providing cover to a minimum of \$10 million;

4.16.2 provide to the Agent, upon request (no more than annually), a certificate of currency of the insurance taken out in accordance with Clause 4.16.1;

- 4.17 if the Lessor decides to sell the Premises, advise the Agent in writing that the Premises are for sale and identify the real estate agent/s with whom the Premises are listed for sale;
- 4.18 negotiate with the Body corporate to ensure full co-operation with and access by the Agent to the building for the purposes of managing and letting the Premises;  
**For example:** ensure the Body Corporate provides the Agent with a copy of the Body Corporate By-Laws;
- 4.19 if the Premises includes an outdoor swimming pool, provide and keep the swimming pool, pool fencing, pool gate and pool lock in good repair and in compliance with all applicable building and pool fencing legislation, regulations, by-laws and standards from time to time.

#### 5. WHAT HAPPENS IF THE LESSOR IS IN DEFAULT UNDER A TENANCY AGREEMENT

- 5.1 If a General Tenancy Agreement is terminated due to the Lessor's breach, the Lessor must pay the Agent, as liquidated damages, an amount equal to the commissions and fees that would have been paid had the General Tenancy Agreement been duly completed, in addition to any other amount ordinarily payable to the Agent under this Agreement.
- 5.2 The Agent is not entitled to recover more money under this clause than the law allows, assuming appropriate mitigation by the Agent and the Lessor and due recognition of the net present value of future fees.

#### 6 LESSOR'S WARRANTIES

##### The Lessor warrants that:

- 6.1 the Lessor owns the property or is in the process of becoming owner of it or has authority to enter into this Agreement;
- 6.2 all information given to the Agent about the Premises is true and correct in all respects and is neither misleading nor deceptive nor likely to be either;
- 6.3 the Lessor has not withheld any information that might have caused the Agent not to enter this Agreement;
- 6.4 any outdoor swimming pool, pool fencing, pool gate and pool lock are in good condition and comply with all applicable building and pool fencing legislation, regulations, by-laws and standards from time to time.

#### 7. LESSOR'S ACKNOWLEDGEMENTS

##### The Lessor acknowledges that:

- 7.1 the Agent's contractual obligations are limited to those contained in or given and accepted pursuant to this Agreement;
- 7.2 the authority vested in the Agent by this Agreement extends to the Agent's employees, consultants and contractors from time to time;



- 7.3 the Agent gives no warranty as to the creditworthiness, character or fitness of any Tenant;
- 7.4 the Agent is not responsible to the Lessor for any default in payment of rent or otherwise on the part of the Tenant or for any damage done by or any unsatisfactory conduct on the part of any Tenant and whether or not such Tenant was approved by the Agent;
- 7.5 the Agent gives no warranty that the Premises are clean and fit to live in nor safe to live in nor in a good state of repair nor that they comply with any building requirements;
- 7.6 the Agent assumes no liability for the state or manner of construction of the Premises at the time of entry into this Agreement or subsequently;
- 7.7 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 Lessor on matters that are readily apparent on a visual inspection undertaken in accordance with Clause 8.10 or which are reported to the Agent in writing by a third party in accordance with Clause 8.11;
- 7.8 without limiting the generality of Clause 7.7, the Agent is not responsible for identifying or reporting any latent defect in the Premises, any defect in a floor surface in the Premises, or for the maintenance or cleaning of a floor surface in the Premises;
- 7.9 the Agent gives no warranty that any animal to be kept on the Premises will not cause any harm, loss or damage or that the Premises are suitable for keeping the animal, and the Agent is not responsible and will be held harmless by the Lessor for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the animal.

**8. AGENT'S AUTHORITY**

**The Lessor authorises the Agent:**

- 8.1 to deduct any monies due and payable to the Agent from the Lessor pursuant to this Agreement from any monies received by the Agent for and on behalf of the Lessor;
- 8.2 to pay from any monies received by the Agent, on behalf of the Lessor, any disbursements referred to in Item H of the Schedule or other expenses, including contractors' and tradespeople's fees, incurred by the Agent on behalf of the Lessor in the management of the Premises;
- 8.3 to let the Premises, and if necessary from time to time to re-let the Premises, for a rental that is in accordance with the instructions of the Lessor or in the absence of specific instructions, for a rental which is reasonably obtainable;
- 8.4 to advertise the Premises as available for rental, at the Lessors expense, as specified in Clause 7 of the Appointment of Agent;
- 8.5 to communicate to the Lessor an expression of interest whether written or oral, about the letting of the premises, at the Agents sole discretion;
- 8.6 to make reasonable inquiry, to the extent permitted by the laws relating to privacy and discrimination, as to the ability of the prospective tenant(s) to meet the Tenant's obligations as specified in the General Tenancy Agreement current at the time the Lessor enters into this Agreement;

- 8.7 to negotiate and settle the terms of the General Tenancy Agreement with the Tenant in conformity with Relevant Legislation;
  - 8.8 to accept and sign the General Tenancy Agreement and ancillary documents as Agent for the Lessor;
  - 8.9 to demand and collect rent, bond money, key deposits and other monies (if any) payable to the Lessor from a Tenant(s) as and when these monies are due for payment and to pay bond money to the Residential Tenancies Authority in accordance with the Relevant Legislation;
  - 8.10 to the extent permitted by the Relevant Legislation, to inspect the Premises at least once during each 6 monthly period, unless otherwise expressly agreed and specified in the Schedule, and where the Agent considers reasonably necessary, to report as to the outcome of those inspections to the Lessor;
  - 8.11 to give notice to the Lessor, in the manner specified in Item T of the Schedule, on receipt of a complaint or notification of any serious safety risk relating to the Premises. The giving of notice pursuant to this clause is the extent of the Agents authority;
  - 8.12 to arrange for repairs and maintenance as authorised by the Lessor, either verbally or in writing (including the authorisation in Clause 6.3 of the Appointment of Agent);
  - 8.13 to appoint and engage contractors and tradespeople on behalf of and at the expense of the Lessor for purposes authorised under this Agreement or by law. Where possible, and at the discretion of the Agent, the contractors and tradespeople engaged by the Agent will be those specified in Item J of the Schedule;
  - 8.14 to exercise the Lessors rights to vary or terminate any General Tenancy Agreement with a Tenant(s) to the extent permitted by the Relevant Legislation;
  - 8.15 if considered necessary by the Agent (for example because of the frequency or the nature of the breach), to notify the Lessor of any unremedied breach by the Tenant(s) of the terms of his/her General Tenancy Agreement with the Lessor;
  - 8.16 to complete and sign on behalf of the Lessor and serve all Condition Reports, documents and notices required to be given under the Relevant Legislation;
  - 8.17 to demand and receive from the Residential Tenancies Authority, a Tenants bond money to the extent of unpaid rent or other monies payable by that tenant under his/her General Tenancy Agreement with the Lessor;
  - 8.18 to obtain from the Body corporate and to provide to the Tenant(s), access to a copy of the Body Corporate By Laws upon the Tenant(s) occupying the Premises.
- 9. APPOINTMENT OF SOLICITORS AND COMMERCIAL AGENTS**
- 9.1 The Agent may appoint solicitors or licensed commercial agents, at the expense of the Lessor, to recover monies due from a Tenant, with prior written approval of the Lessor.

## 10. AGENT'S OBLIGATIONS

### The Agent must:

- 10.1 account to the Lessor in writing for all monies received, paid or appropriated in accordance with this Agreement;
- 10.2 advise the Lessor of all repairs undertaken to the Premises that exceed the amount specified in Clause 6.3 of the Appointment of Agent;
- 10.3 notify the Lessor of the Premises becoming vacant.

## 11. INDEMNITY BY LESSOR

- 11.1 The Lessor 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 Lessor.
- 11.2 Without limiting the generality of Clause 11.1, the Lessor indemnifies the Agent from and against all actions, claims, demands, losses, costs, damages and expenses arising out of or in respect of the Lessor's failure to give timely, appropriate or sufficient funds to or for the Agent to carry out an instruction or authority.

## 12. TERMINATION

- 12.1 If either party wishes to terminate this Agreement, it must be terminated in accordance with Clause 4.2 of the Appointment of Agent. If Clause 4.2 is not completed, Clause 4.2 is deemed to provide that this Agreement ends on the date when one of the following happens:

12.1.1 either the Lessor or the Agent exercises the option to revoke the Appointment of Agent under Section 133(4)(b) of the *Property Agents and Motor Dealers Act 2000*, in which case the party exercising the option must give the other party 90 days notice unless the Lessor and the Agent agree on some lesser period (but not less than 30 days); or

12.1.2 the lessor signs a transfer of, or contract to sell, the Premises in which case the Lessor must give the Agent 90 days notice unless the Lessor and the Agent agree on some lesser period (but not less than 30 days);

12.1.3 the Lessor must give the notice referred to in Clause 12.1.2 above on the day that the Lessor signs the transfer of, or contract to sell, the Premises.

- 12.2 The Lessor must pay to the Agent, all commissions and fees to which the Agent is entitled during the notice period specified in Clause 5 and 6 of Appointment of Agent.

- 12.3 Any termination does not effect either party's pre-existing rights and obligations.

## 13. LESSOR AND AGENT'S ACKNOWLEDGEMENT

### The Lessor and the Agent acknowledge that they:

- 13.1 have received a copy of the Essential Terms and Conditions which forms part of the Property Management Agreement.

- 13.2 read and understood the Essential Terms and Conditions, including the warranties, and indemnities, and agree to be bound by them.

- 14. The Essential Terms and Conditions in this Schedule are approved by **The REAL ESTATE INSTITUTE OF QUEENSLAND**.

**[End of Essential Terms and Conditions]**