



Appointment and reappointment of a real estate agent, resident letting agent or auctioneer

Residential sales and purchase, leasing and property management
Property Occupations Act 2014

This form is effective from 1 May 2024

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 property that is to be sold or may be a prospective buyer seeking to purchase a property.

Client name

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 MKG Realty Services

Licensee name (corporation, if applicable)

Krystle Giallourakis

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 97172408393

ACN

Licence number 4435470

Expiry 24 / 10 / 2025
DD MM YYYY

Address

Suburb Redbank Plains State QLD Postcode 4301

Phone Fax Mobile 0468731802

Email address admin@mkgrealtyservices.com.au

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 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 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, 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.)

The Client acknowledges and accepts that the following notice is provided in accordance with the Agent's obligations under section 103 of the *Property Occupations Act 2014* (QLD):

(1) The agent has discussed with the client:

- a) whether the appointment of agent is to be for a sole agency or exclusive agency; and
- b) the proposed term of the appointment; and
- c) the consequences for the client if the property is sold by someone other than the agent during the term of the appointment.

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:

.....

When commission is payable

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

Other As per attached Property management Item Schedule and terms of Appointment.....
(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.

<p>Section 1 Advertising/marketing</p> <p>To the client</p> <p>Your agent may either complete this section or attach annexures of marketing/ advertising activities. In either case, the <i>authorised amount</i> must be written here.</p>	<p>Online advertisement At per cost upon approval of advertising</p> <ul style="list-style-type: none"> - Domain - Realestate.com - MKG Realty Services Website - MKG Realty Services Facebook <p>Authorised amount \$ up to \$400.00</p> <p>When payable / / DD MM YYYY</p>		
<p>Section 2 Repairs and maintenance (if applicable)</p>	<p>Residential Sales</p> <p>The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is \$.....</p> <p>Property Management</p> <p>Routine Repairs</p> <p>The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is \$ \$250.00- In the Event of an emergency a total of 1 weeks rent.....</p> <p>Emergency Repairs (S214 of the Residential Tenancies and Rooming Accommodation Act 2008)</p> <p>For residential rental properties, the value for Emergency Repairs is 4 weeks rent per property (s219A of the Residential Tenancies and Rooming Accommodation Act 2008).</p>		
<p>Section 3 Other</p> <p>Description of fees and charges.</p> <p>The agent may either complete this section or attach annexures.</p>	<p>Description</p> <p>Tribunal fee's</p> <p>Title Search</p> <p>Sales Commision</p> <p>.....</p>	<p>Amount</p> <p>At cost</p> <p>\$30.00</p> <p>2.2%</p> <p>.....</p>	<p>When payable</p> <p>upon event</p> <p>start of management</p> <p>Once sold</p> <p>.....</p>
<p>Section 4 Agent's rebate, discount, commission or benefit incurred in the provision of or performance of the service</p>	<p>Service</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>Source</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>Estimated amount</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

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. 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 or an authorised representative of a corporate entity, in accordance with the <i>Corporations Act 2001</i> (Cth) can sign this form on behalf of the licensed agent.	Full name Signature D D / M M / Y Y Y Y
Schedules and attachments List any attachments.	

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

Property Management Schedule

Residential Property

ITEMS SCHEDULE

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.

(select one)

The Client 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, 4.2 and 4.3 of the Essential Terms and Conditions.

OR

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 and the Client acknowledges that a statement in accordance with section 21 (4) of the *Property Occupations Regulation 2014* (Qld) (**Prior Appointment Statement**) has been provided by the Agent.

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

B PROPERTY DETAILS

Note: This section must be completed based on the Client's instructions.

	(Total number of)		(Total number of)
Bedrooms	_____	Dining/Kitchen combined	_____
Lounge	_____	Pantry	_____
Dining	_____	Ensuite	_____
Lounge/Dining combined	_____	Separate toilets	_____
Rumpus/Family	_____	Separate shower	_____
Media room	_____	Laundry	_____
Bathroom	_____	Study/Office	_____
Kitchen	_____	Garden shed/shed/stables	_____
Garage	_____		
Other rooms	_____		

Facts material to the lease of the Property:

Agent must take reasonable steps to find out/verify any facts material to the lease of the Property

(refer to s20 of the *Property Occupations Regulation 2014*)

Note: Within the first 3 months of a tenancy, the Tenant may apply to the Queensland Civil and Administrative Tribunal for a termination order because they have received false or misleading information about:

- (a) the condition of the Property or inclusions; or
- (b) the services provided for the Property; or
- (c) a matter relating to the Property that is likely to affect the Tenant's quiet enjoyment of the Property; or
- (d) the General Tenancy Agreement or any other document required to be given to the Tenant under the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld); or
For Example: body corporate by-laws that apply to the Property
- (e) the rights and obligations of the Tenant or Client (as lessor) under the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld).

C DATE PROPERTY AVAILABLE FOR OCCUPANCY

Date available: _____

D RENT**RENT DISBURSEMENT TO CLIENT**

Rent to be paid to:

- Client by cheque
 Financial Institution: _____

ACCOUNT NAME: _____

BRANCH: _____ BSB: _____ ACCOUNT NO. _____

Amount or %: _____

Please complete section below if Client requires split payment.

- Client by cheque
 Financial Institution: _____

ACCOUNT NAME: _____

BRANCH: _____ BSB: _____ ACCOUNT NO. _____

Amount or %: _____

Payment to be made: _____

- Monthly Other (please specify): Mid-Month and End of month as p

Statement issued: _____

- Monthly Other (please specify): Mid-Month and End of month as p

NOTE TO CLIENT: Under the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)*, a lessor or property manager cannot invite, solicit or accept an offer from a prospective tenant to:

- to pay rent above the advertised rental price; or
- when a tenancy is advertised or offered, pay rent in advance of more than:
 - 1 month for general tenancies; or
 - 2 weeks' for periodic tenancies, rooming accommodation or moveable dwellings.

Rent can only be increased once per 12-month period for the Property, regardless of whether there has been a change of ownership or tenant within the 12-month period. The Client must provide the Agent with any information the Agent requires to confirm the last date the rent was increased for the Property (see **Item T Disclosure**).

NOTE: Under section 22 of the *Property Occupations Regulation 2014 (Qld)* the Agent must act in accordance with a Client's instructions unless it is contrary to Division 2, Part 5 of the Regulation or otherwise unlawful to do so.

RENT IN ADVANCE

During the tenancy, the tenant may elect to pay rent in advance that is greater than the statutory limits (listed above). If this occurs, the Agent may seek further instructions from the Client regarding the disbursement of any rent paid in advance.

E COMMISSIONS

(Note: The Client should refer to Part 7 of the Property Occupations Form 6)

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 (GST inclusive)	When Payable
Letting commission:	110%	When a new application is obtained
Rent collection commission:	7.5%	Rent received
Other:	_____	_____
	_____	_____
	_____	_____

F FEES, CHARGES AND EXPENSES

(Note: The Client should refer to Part 8 of the Property Occupations Form 6)

Description	Amount (GST inclusive)	When Payable
Management fee:	7.5%	Rent Received
Lease negotiation/Renewal fee:	nil	Included
Maintenance/Repair fee:	\$60	Per Job arranged - start to finish
Periodic inspection fee:	nil	Included
End of financial year statement fee:	nil	Included
Title search:	\$30	Once Management commences
Mediation/Tribunal fee:	At cost	\$60 Per hour
Other fees:	\$10	Per Bill entered
Bill payments		
	\$10	Per invoice sent
Invoices to tenants		
	\$60	\$60 Per hour
Insurance Claims		
	nil	included
Entry and Exit Reports		
Advertising/Marketing:	As per	Part 8, Section 1
Administrative Expenses: (e.g. STD phone calls, fax transmissions and bank fees)	NIL	Included
Rent Payment Expenses: (e.g. costs associated with rent payment methods such as rent payment platforms)		
Other Expenses: (e.g. title search at cost)	At Cost	

NOTE TO CLIENT: Recovery of reletting fees and expenses that may be incurred (including advertising fees) if a tenant breaks lease may be limited in accordance with statutory formulas for reletting costs under the Residential Tenancies and Rooming Accommodation Act 2008.

G DISBURSEMENTS

To be paid by the Agent for the Client from money received for or from the Client:

Invoices for repair & maintenance charges: Yes No

All local and state government rates, charges and levies: Yes No

Body corporate levies: Yes No

Other:

INITIALS (Note: initials not required if signed with Electronic Signature)

000036997995

H SERVICES

WATER CHARGES

← Client to complete, please select one of the following options.

The Client advises and confirms the following instructions:

(select one)	Property criteria	Party responsible to pay for water consumption charges
<input type="checkbox"/>	The property: <ul style="list-style-type: none">is individually metered for water usage; andcomplies with prescribed water efficiency levels.	The tenant will pay for water consumption charges.
<input type="checkbox"/>	The property: <ul style="list-style-type: none">is individually metered for water usage; anddoes not comply with prescribed water efficiency levels.	The Client will pay the reasonable amount of water costs up to: _____ Kilotres, every _____ month/s. The tenant will pay for all water consumption charges above the Client's reasonable amount.
<input type="checkbox"/>	The property is not individually metered for water usage	The Client will pay all water costs.

See RTA website for prescribed water efficiency levels: <https://www.rta.qld.gov.au/forms-resources/factsheets/water-charging-fact-sheet>
Note: the tenant cannot be charged for fixed access charges or sewerage usage charges.

Other instructions (please specify):

OTHER SERVICES

The Tenant must pay for:

← Yes or no. If yes, and not separately metered, specify proportion.

(a) electricity: No Yes 100 %

(b) gas: No Yes 100 %

(c) telephone: No Yes 100 %

(d) any other service that the Tenant must pay _____

WATER BILLING DOCUMENTS

(complete this section if water consumption charges are to be passed on to the tenant)

The Client: (select one)

will arrange for the water billing notices issued by the water supplier to be directed to the Agent

will continue to receive the water billing notices issued by the water supplier and acknowledges:

- the Client will be required to provide a copy of the notices to the Agent as soon as possible in order to enable the Agent to forward this to the tenant/s within the required time frame;
- the Client will need to provide the Agent with date of receipt of the notices; and
- the Agent will take reasonable steps to protect the personal information of the Client by redacting details of the Client in the notices prior to giving a copy to the tenant.**

PLEASE NOTE: from 30 September 2024, a utility bill or service charge bill issued by a utility or service provider must be given to the tenant within 4 weeks of the date the lessor receives it. Otherwise, the tenant is not required to pay for the utility or service.

The Agent requests the Client's instructions to redirect water and service notices to the agency.

SERVICE CHARGING DOCUMENTS

(complete this section if service charges are to be passed on to the tenant)

The Client: (select one)

will arrange for the service charge notices issued by the service provider to be directed to the Agent

will continue to receive the service notices issued by the service provider and acknowledges:

- the Client will be required to provide a copy of the notices to the Agent as soon as possible in order to enable the Agent to forward this to the tenant/s within the required time frame;
- the Client will need to provide the Agent with date of receipt of the notices; and
- the Agent will take reasonable steps to protect the personal information of the Client by redacting details of the Client in the notices prior to giving a copy to the tenant.**

I REPAIRS AND NOMINATED REPAIRERS

Pursuant to section 185 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) (**RTRA Act**), the Client is required, at the start of the tenancy, to ensure:

- (a) *The Property and inclusions are clean; and*
- (b) *The Property is fit for the tenant to live in; and*
- (c) *The Property and inclusions are in good repair; and*
- (d) *They are not in breach of legislation dealing with issues about the health or safety of persons using or entering the property; and*
- (e) *The Property and inclusions otherwise comply with any applicable prescribed minimum housing standards.*

Whilst the tenancy continues, the Client:

- (a) *Must maintain the Property in a way that it remains fit for the tenant to live in; and*
- (b) *Must maintain the Property and inclusions in good repair; and*
- (c) *Must ensure that any legislation dealing with issues about the health or safety of persons using or entering the Property are complied with; and*
- (d) *If the Property includes a common area, must keep the area clean; and*
- (e) *Must ensure the Property and inclusions otherwise comply with any applicable prescribed minimum housing standards.*

"**Emergency repairs**" are defined in section 214 of the RTRA Act as meaning:

- (a) *a burst water service or a serious water service leak;*
- (b) *a blocked or broken lavatory system;*
- (c) *a serious roof leak;*
- (d) *a gas leak;*
- (e) *a dangerous electrical fault;*
- (f) *flooding or serious flood damage;*
- (g) *serious storm, fire or impact damage;*
- (h) *a failure or breakdown of the gas, electricity or water supply to the Property;*
- (i) *a failure or breakdown of an essential service or appliance on the property for hot water, cooking or heating;*
- (j) *a fault or damage that makes the Property unsafe or insecure;*
- (k) *a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the Property;*
- (l) *a serious fault in a staircase, lift or other common area of the Property that unduly inconveniences a tenant in gaining access to, or using, the Property.*

Also, **emergency repairs** are works needed for the Property or inclusions to comply with the prescribed minimum housing standards.

"**Routine repairs**" are defined in section 215 of the RTRA Act as meaning "repairs that are not emergency repairs".

To ensure that the Client complies with his/her obligations under section 185 of the RTRA Act referred to above, and with regard to the Client's instructions contained in Part 8, Section 2 of this Appointment of Property Agent, the Client authorises the Agent to arrange for routine and emergency repairs and maintenance.

I REPAIRS AND NOMINATED REPAIRERS *(continued)*

The Client nominates the following contractors pursuant to s216 of the RTRA Act, as Nominated Repairer to be stated in the General Tenancy Agreement or written notice given to the Tenant.

Agency Preferred	Client Preferred
<input type="checkbox"/> Electrician	<input type="checkbox"/> Electrician Company Name: _____ Contact Person: _____ Email: _____ Mobile: _____
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Plumbing Company Name: _____ Contact Person: _____ Email: _____ Mobile: _____
<input type="checkbox"/> Smoke alarm technician	<input type="checkbox"/> Smoke alarm technician Company Name: _____ Contact Person: _____ Email: _____ Mobile: _____
<input type="checkbox"/> Carpenter	<input type="checkbox"/> Carpenter Company Name: _____ Contact Person: _____ Email: _____ Mobile: _____
<input type="checkbox"/> Pool contractor (if applicable)	<input type="checkbox"/> Pool contractor (if applicable) Company Name: _____ Contact Person: _____ Email: _____ Mobile: _____
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____ Company Name: _____ Contact Person: _____ Email: _____ Mobile: _____

The Client is required to advise the Tenant in the General Tenancy Agreement which party is their first point of contact to arrange for emergency repairs.

The Client selects the following (select one only):

- the above named Nominated Repairer is to be the tenant's first point of contact
- the Agent's contact details are to be provided as the Tenant's first point of contact
- the Client's contact details are to be provided as the Tenant's first point of contact

The Client warrants that the Nominated Repairers preferred by the Client are:

- (i) Appropriately qualified (if applicable);**
- (ii) Licensed (if applicable);**
- (iii) Hold adequate public liability insurance; and**
- (iv) Hold adequate professional indemnity insurance (if applicable) with respect to the discharge of their duties and/or the provision of their services.**

J WARRANTY OR MAINTENANCE CONTRACTS

Appliance: _____	With: _____	Expiry: _____
Appliance: _____	With: _____	Expiry: _____
Appliance: _____	With: _____	Expiry: _____
Appliance: _____	With: _____	Expiry: _____
Servicing: _____	Contractor: _____	Frequency: _____
Servicing: _____	Contractor: _____	Frequency: _____
Servicing: _____	Contractor: _____	Frequency: _____
Servicing: _____	Contractor: _____	Frequency: _____

K PETS APPROVED FOR GENERAL TENANCY AGREEMENT

NOTE:
If a proposed tenant makes a request to keep a pet in their tenancy application, or, an existing tenant makes a request to keep a pet in a rental property (Form 21), the Agent will seek the Clients' instructions in relation to that request and what options are available to the Client. If the property is to be listed as pet friendly, the Client will consider the following number and types of pets:

Type: _____	Number: _____
Type: _____	Number: _____

L POOL SAFETY

Does the property have a regulated pool? Yes - Refer to attached Pool Safety Annexure No

M NUMBER OF APPROVED OCCUPANTS TO RESIDE AT THE PROPERTY

The Client permits _____ occupants to reside at the Property.

N SPECIAL CONDITIONS FOR TENANCY

Note: This section should be completed by the Client or the Client's solicitor. Pursuant to section 24 of the Legal Profession Act 2007 (Qld), an Agent is prevented from inserting or altering special terms or conditions unless:

- (1) Authorised by the client to do so; OR
- (2) The special terms and conditions are provided to the Agent in writing as an insertion or alteration to be included; OR
- (3) The special terms and conditions were originally drafted by a solicitor and have not been altered.

Note: A POA licensee cannot provide legal advice in relation to this contract or any other document such as the General Tenancy Agreement.

SPECIAL CONDITIONS:

O INSURANCE *Note: This section must be completed based on Client instructions.*

Public Liability Insurance: _____	INSURER: _____	POLICY NUMBER: _____
Note: See Clause 4.15.1 of the Essential Terms and Conditions. The Client MUST have Public Liability Insurance.		
Building Insurance: _____	INSURER: _____	POLICY NUMBER: _____
Contents Insurance: _____	INSURER: _____	POLICY NUMBER: _____
Lessor (Landlord Protection) Insurance: _____	INSURER: _____	POLICY NUMBER: _____

P BODY CORPORATE

Name of Plan/Body Corporate: _____

CTS: _____

Secretary:

NAME:

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ FAX: _____ EMAIL: _____

Corporate Manager:

NAME:

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ FAX: _____ EMAIL: _____

Note: It is a requirement under section 69 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) that a copy of the relevant by-laws be provided when the tenancy agreement is given to the Tenant for signing.

- The Client has provided a copy of the body corporate by-laws to the Agent.
- The Client confirms that body corporate approval is required for a pet approval at the Property.

Q CLIENT'S EMERGENCY CONTACT

NAME:

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE (W): _____ PHONE (H): _____ MOBILE: _____ EMAIL: _____

R 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:

_____ 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.

S REPAIR ORDERS

At the commencement of this Appointment of Property Agent, the Client:

- Warrants that there is no current Repair Order about repairs to the Property or inclusions;
- OR**
- Confirms that there is a current Repair Order about repairs to the Property or inclusions, which has been provided to the Agent;
- AND**
- Acknowledges that details of the Repair Order will be included in the General Tenancy Agreement until the Repair Order is complied with.

Note: The Client should refer to sections 221 to 221C of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld)

INITIALS (Note: initials not required if signed with Electronic Signature)

000036997995

T DISCLOSURE

- The Client warrants that the prior General Tenancy Agreement for the Property (if any) was not ended by the Client for any of the following reasons within 6 months of the commencement of this Appointment of Property Agent:
 - (a) Notice to leave for sale contract (section 286); or
 - (b) Notice to leave for change of use (section 290E); or
 - (c) Notice to leave for owner occupation (section 290G),

Note: The Client refer to sections 365A to 365D of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) regarding offences and applicable penalties.

Minimum Housing Standards

The Client warrants they have:

- read the annexed Minimum Housing Standards Factsheet; and
- disclosed all current non-compliance issues in relation to the Property or inclusions and acknowledges clause 7.8 of the Essential Terms and Conditions.

Disclosure of Last Rent Increase (must be completed)

Has the property been let under a residential tenancy agreement or rooming accommodation agreement within the last 12 months?

- Yes No

If yes, the Client discloses:

1. The date of the last rent increase for the property was: _____
2. The following evidence of the last rent increase is provided to the Agent:

Example – a copy of the last tenant's tenancy agreement, owner's ledger or statement, copy of the last rent increase notice issued.

NOTE: If the Client does not have access to the above evidence, the Client must request the former lessor or property manager to provide a copy of the evidence to the Agent. This information is required to complete a future tenancy agreement.

U SIGNATURES

Client 1: _____ Date: _____

Client 2: _____ Date: _____

Client 3: _____ Date: _____

Client 4: _____ Date: _____

Agent: _____ Date: _____

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 **"Client"** means the party described in Part 1 of the Appointment of Property Agent.
- 1.4 **"Commission"** means the commission stated in Part 7 of the Appointment of Property Agent and detailed in Item E of the Schedule (if applicable).
- 1.5 **"Condition Report"** means a report which conforms either to section 65 and 66 (as the case may be) of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld).
- 1.6 **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign;
- 1.7 **"Emergency Repairs"** means the repairs defined in section 214 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld).
- 1.8 **"General Tenancy Agreement"** means the current standard RTA General Tenancy Agreement conforming to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) or such other tenancy agreement, for example the REIQ General Tenancy Agreement, applying to the letting of the Property.
- 1.9 **"Minimum Housing Standards"** the prescribed minimum housing standards defined in section 17A of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld);
- 1.10 **"Nominated Repairer"** means the person nominated by the Client in accordance with section 216 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld);
- 1.11 **"Property"** means the property described in Part 3 of the Appointment of Property Agent and Item B of the Schedule.
- 1.12 **"Relevant Legislation"** includes the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld), the *Body Corporate and Community Management Act 1997* (Qld), the *Property Law Act 1974* (Qld), the *Work Health and Safety Act 2011* (Qld), the *Building Act 1975* (Qld), the *Building Code of Australia, the Anti-Discrimination Act 1991* (Qld), the *Competition and Consumer Act 2010* (Cth), *Australian Consumer Law (Queensland)*, the *Fair Trading Act 1989* (Qld), the *Fire and Emergency Services Act 1990* (Qld), the *Building and Other Legislation Amendment Act 2010* and the *Property Occupations Act 2014* (Qld) as amended or replaced from time to time.
- 1.13 **"Repair Order"** means the order defined in section 221 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld);
- 1.14 **"RTA"** means the Residential Tenancies Authority.
- 1.15 **"Schedule"** means the Residential Property Management Schedule.
- 1.16 **"Tenant"** means a person(s) with whom the Client has entered into a General Tenancy Agreement for the letting of the Property.

2. WHAT MAKES UP THIS AGREEMENT

This Agreement comprises the following parts:

- 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 fees 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 refer to the Agent any prospective tenant(s) that contacts the Client;
- 4.4 immediately inform the Agent of any changes concerning the Property;
- 4.4A immediately inform the Agent of any change of Nominated Repairer, or change of the telephone number of the Nominated Repairer, for any Client preferred Nominated Repairer in Item I of the Schedule;
- 4.5 meet all obligations imposed by Relevant Legislation and any General Tenancy Agreement entered into by the Client with a Tenant;
- 4.6 unless otherwise stated in Items G and H of the Schedule, pay all charges, levies, premiums, rates or taxes for the Property 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 Commission, fees and expenses specified in Parts 7 and 8 of the Appointment of Property Agent and Items E and F of the Schedule to the Agent as and when such amounts are payable;
- 4.8 pay for the installation of the first telephone line to the Property;
- 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 Part 1 of the Appointment of Property Agent;
- 4.12 supply and maintain all locks necessary to ensure the Property is reasonably secure, and at the Client'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 Property or secures a road or other place that is normally used to gain access to, or leave, the area or building in which the Property is situated;
- 4.13 observe the terms of any General Tenancy Agreement made by the Agent on behalf of the Client;
- 4.14 have the Property treated for pests as required (no more than annually) at the Client's cost;
- 4.15 obtain and maintain insurance policies for:
 - 4.15.1 public liability providing cover to a minimum of \$10 million;
 - 4.15.2 provide to the Agent, upon request (no more than annually), a certificate of currency of the insurance taken out in accordance with Clause 4.15.1;
- 4.16 if the Client decides to sell the Property, advise the Agent in writing that the Property is for sale and identify the property agent with whom the Property is listed for sale;
- 4.17 where applicable, 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 Property;
For example: ensure the Body Corporate provides the Agent with a copy of the Body Corporate by-laws and provide the Agent with confirmation of Body Corporate (as the regulated pool owner) compliance with pool safety requirements;
- 4.18 if the Property includes a regulated pool, provide and keep the 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;

INITIALS (Note: initials not required if signed with Electronic Signature)

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- 4.19 If there is a regulated pool owned by the Client, including a portable pool with a depth of 300mm or greater, the Client must ensure that a pool safety certificate is in effect prior to a General Tenancy Agreement commencing.

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

- 5.1 If a General Tenancy Agreement is terminated due to the Client's breach, the Client must pay the Agent, as liquidated damages, an amount equal to the Commission and fees set out in Items E and F of the Schedule 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.

6. CLIENT'S WARRANTIES

The Client warrants that:

- 6.1 the Client has authority to enter into this Agreement and is:
- 6.1.1 either the current registered proprietor of the property or is in the process of becoming the registered proprietor of the Property; or
- 6.1.2 properly authorised to deal with the Property and has provided evidence of such authority to the Agent;
- 6.2 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;
- 6.3 the Client has not withheld any information that might have caused the Agent not to enter this Agreement;
- 6.4 any regulated 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;
- 6.5 that the Property has been fitted with a safety switch (or switches) in accordance with the requirements of the *Electrical Safety Regulation 2013* (Qld);
- 6.6 the Property Details are accurate and may be relied on by the Agent for any purpose in connection with the performance of the services to be provided under this Agreement including (but not limited to) advertising and marketing the Property;
- 6.7 that the Property has been fitted with compliant smoke alarm(s) as required by the *Fire and Emergency Services Act 1990* (Qld) and the Client will:
- 6.7.1 maintain the smoke alarm(s) installed at the Property by cleaning and testing them 30 days before the start of a tenancy (including tenancy renewals); and
- 6.7.2 replace all batteries in the smoke alarm(s) if, at the time of cleaning and testing, the batteries are flat or almost flat; and
- 6.7.3 replace all smoke alarm(s) at the Property before they reach the end of their service life.
- 6.8 the Client is aware of section 185 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) and the Client is satisfied that the Property meets the criteria set out therein;
- 6.9 the Client will comply with the Client's obligations under section 185 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) throughout the term of this Agreement.

7. CLIENT'S ACKNOWLEDGEMENTS

The Client acknowledges that:

- 7.1 all written communications under this Agreement must be given to the parties' postal address, facsimile number, email address or mobile telephone number specified in Parts 1 and/or 2 of the Appointment of Property Agent;
- 7.2 the parties consent to the use of electronic communication 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);
- 7.3 if this Agreement is signed by any party using an Electronic Signature, the Client and the Agent:
- 7.3.1 agree to enter into this Agreement in electronic form; and

- 7.3.2 consent to either or both parties signing the Agreement using an Electronic Signature;

- 7.4 the Agent's contractual obligations are limited to those contained in this Agreement;
- 7.5 the authority vested in the Agent by this Agreement extends to the Agent's employees, consultants and contractors from time to time;
- 7.6 the Agent gives no warranty as to the creditworthiness, character, suitability or fitness of any Tenant;
- 7.7 the Agent is not responsible to the Client 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;
- 7.8 the Agent gives no warranty that the Property is clean and fit to live in nor safe to live in nor in a good state of repair nor that it complies with any building or pool safety requirements nor that it complies with Minimum Housing Standards;
- 7.9 the Agent assumes no liability for the state or manner of construction of the Property at the time of entry into this Agreement or subsequently;
- 7.10 the Agent is not a licensed engineer, architect, builder, pool safety certifier 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 undertaken in accordance with Clause 8.12 or which are reported to the Agent in writing by a third party in accordance with Clause 8.13;
- 7.11 without limiting the generality of Clause 7.10, 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 for the maintenance or cleaning of a floor surface in the Property;
- 7.12 the Agent gives no warranty that any animal to be kept at the Property will not cause any harm, loss or damage or that the Property is suitable for keeping the animal, and the Agent is not responsible and will be held harmless by the Client for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the animal;
- 7.13 the Agent gives no warranty that any regulated pool on the Property, including a portable pool of a depth of 300mm or greater and/or as prescribed by Relevant Legislation, will not cause any harm, loss or damage or that the Property is suitable for a regulated pool, including a portable pool, and the Agent is not responsible and will be held harmless by the Client for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the regulated pool;
- 7.14 in accordance with Relevant Legislation, the pool safety certificate is to be obtained, maintained and renewed and a compliant fence is to be erected and maintained, as required by Relevant Legislation.

8. AGENT'S AUTHORITY

The Client authorises the Agent:

- 8.1 to deduct any monies due and payable to the Agent from the Client pursuant to this Agreement from any monies received by the Agent for and on behalf of the Client;
- 8.2 to pay from any monies received by the Agent, on behalf of the Client, any disbursements referred to in Item G of the Schedule or other expenses, including contractors' and trades peoples' fees, incurred by the Agent on behalf of the Client in the management of the Property;
- 8.3 to let the Property, and if necessary from time to time to re-let the Property, for a rental price that is in accordance with the instructions of the Client or in the absence of specific instructions, for a rental price which is reasonably obtainable;
- 8.4 to re-let the Property for a fixed term (such as a 6- or 12-month term or other fixed term), either:
- a) at market rental price; or
- b) if the market rental price would unlawfully increase rent under the Relevant Legislation, for the same rental price as payable under the last tenancy agreement, unless otherwise advised in writing by the Client.

- 8.5 to advertise the Property as available for rent, at the Client's expense, as specified in Part 8, Section 1 of the Appointment of Property Agent and Item F of the Schedule;
- 8.6 to provide keys to prospective tenants to inspect the Property unsupervised, only when instructed in writing to do so by the Client;
- 8.7 to communicate to the Client an expression of interest whether written or oral, about the letting of the Property, at the Agent's sole discretion;
- 8.8 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 Client enters into this Agreement;
- 8.9 to negotiate and settle the terms of the General Tenancy Agreement with the Tenant in conformity with Relevant Legislation;
- 8.10 to accept and sign the General Tenancy Agreement and ancillary documents as Agent for the Client;
- 8.11 to demand and collect rent, bond money, key deposits and other monies (if any) payable to the Client from a Tenant(s) as and when these monies are due for payment and to pay bond money to the RTA in accordance with the Relevant Legislation;
- 8.12 to the extent permitted by the Relevant Legislation, to inspect the Property 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 Client;
- 8.13 to give notice to the Client, in the manner specified in Clause 7.1 on receipt of a complaint or notification of any serious safety risk relating to the Property. The giving of notice pursuant to this clause is the extent of the Agent's authority;
- 8.14 to arrange for repairs and maintenance as authorised by the Client in writing (including the authorisation contained in Part 8, Section 2 of the Appointment of Property Agent) and in accordance with section 219A of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld). Emergency Repairs are to be dealt with immediately and all other repair and maintenance requests are to be dealt with in a timely fashion. The Agent must inform the Client of the action taken as soon as practicable after taking it and the Agent may make deductions from payments of rent, up to the cost of the emergency repairs, before disbursement of the payments to the Client;
- 8.15 to exercise the Client's rights to vary or terminate any General Tenancy Agreement with a Tenant(s) to the extent permitted by the Relevant Legislation;
- 8.16 if considered necessary by the Agent (for example because of the frequency or the nature of the breach), to notify the Client of any unremedied breach by the Tenant(s) of the terms of his/her General Tenancy Agreement with the Client;
- 8.17 to complete and sign on behalf of the Client and serve all Condition Reports, documents and notices required to be given under the Relevant Legislation;
- 8.18 to demand and receive from the RTA, a Tenant's bond money to the extent of unpaid rent or other monies payable by that tenant under his/her General Tenancy Agreement with the Client;
- 8.19 to provide evidence in support of any claim in favour of the Client on bond money held by the RTA, or dispute resolution request about the payment of bond money held by the RTA, as required under the Relevant Legislation;
- 8.20 where applicable, to obtain from the Body Corporate and to provide to the Tenant(s), access to a copy of the Body Corporate by-laws upon signing the General Tenancy Agreement.

9. APPOINTMENT OF SOLICITORS AND COMMERCIAL AGENTS

- 9.1 The Agent may appoint solicitors or licensed commercial agents, at the expense of the Client, to recover monies due from a Tenant (or former Tenant), with prior written approval of the Client.
- 9.2 Clause 9.1 does not apply to the recovery or enforcement of a monetary order from the Queensland Civil and Administrative Tribunal (QCAT) or another Court of competent jurisdiction. The Client agrees they are responsible to appoint solicitors and/or licensed commercial agents to act on their behalf in this event.

10. AGENT'S OBLIGATIONS

The Agent must:

- 10.1 account to the Client in writing for all monies received, paid or appropriated in accordance with this Agreement;
- 10.2 notify the Client of the Property becoming vacant.

11. INDEMNITY

- 11.1 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;
- 11.2 Without limiting the generality of Clause 11.1, the Client indemnifies the Agent from and against all actions, claims, demands, losses, costs, damages and expenses arising out of or in respect of the Client'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 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:
 - 12.1.1 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
 - 12.1.2 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;
 - 12.1.3 the Client must give the notice referred to in Clause 12.1.2 above on the day that the Client signs the transfer of, or contract to sell, the Property.
- 12.2 The Client must pay to the Agent, all Commission and fees to which the Agent is entitled during the notice period outlined in Clause 12.1.1 and 12.1.2 above;
- 12.3 Any termination does not affect either party's pre-existing rights and obligations.

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.

Pool Safety Annexure to Property Occupations Form 6

Approval for a pool, including a portable pool.

Client name/s: _____

Property Address: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

The property does not have a pool:

There is no pool at the property

1. Where there is a proposed lease of a property with a regulated pool that is a shared pool:

Where there is an existing pool at the premises, has the Client obtained from the pool owner and supplied to the Agent a valid pool safety certificate for the pool or provided a notice in the approved form that a pool safety certificate will not be provided prior to the commencement of a tenancy agreement, in accordance with Relevant Legislation (as defined in Clause 1.8 of the Essential Terms and Conditions of the Agreement)?

Yes No

Conditions (if any): _____

2. Where there is a proposed lease of a property with a regulated pool that is not a shared pool:

Where there is an existing pool at the premises, has the Client obtained and supplied to the agent a valid pool safety certificate for the pool prior to the commencement of a tenancy agreement, in accordance with Relevant Legislation (as defined in Clause 1.8 of the Essential Terms and Conditions of the Agreement)?

Yes No

Conditions (if any): _____

3. Where there is a proposed lease of a property with no existing regulated pool and a proposal by a/the Tenant to erect a portable pool with a depth of 300mm or greater;

The Client permits the Tenant to have a portable pool at the property with a depth of 300mm or greater in accordance with the Relevant Legislation (as defined in Clause 1.8 of the Essential Terms and Conditions of the Agreement).

Yes No

Conditions (if any): _____

SIGNATURES

Client 1: _____ Date: _____
Client 2: _____ Date: _____
Client 3: _____ Date: _____
Client 4: _____ Date: _____
Agent: _____ Date: _____

INITIALS (Note: initials not required if signed with Electronic Signature)

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