



EXCLUSIVE AGENCY AGREEMENT

CONSULTANT PENNY HYDE BUYERS AGENTS, A DIVISION OF FOX PM PTY LTD  
PO BOX 97 JAMISON ACT 2614  
LIC 18402180 LIC 1840 1716 ACN 616 488 807  
HELLO@FOXPM.COM.AU  
DIRECTOR: PENELOPE HYDE LIC 18401716

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This is a legally binding agreement between the Client and Fox PM PTY LTD. Penny Hyde Buyers Agents is a registered business Name of Fox PM PTY LTD. The Client warrants that they have the legal authority to enter into this agreement and Fox PM PTY LTD is agreeable to providing such services to the Client on the terms and conditions as set out in this Agreement.

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CLIENT 1 SURNAME: \_\_\_\_\_  
FIRST NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
MOBILE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

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CLIENT 2 SURNAME: \_\_\_\_\_  
FIRST NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
MOBILE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

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- SERVICES PROVIDED
- To act in the best interest of the Client.
  - Detailed discovery meeting to set buying blueprint for purchasing.
  - Contact agents and utilise current listing portals to source properties.
  - Arrange and attend property inspections and provide feedback to the Client.
  - Provide pricing recommendations and basic analysis for chosen properties.
  - Negotiations will be undertaken within the following price or price range that the customer is prepared to pay for the property. The price or price range is:
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- Attend necessary inspections and conduct negotiations with the selling agent of the chosen property in order to purchase the property on favourable terms.
  - Arrange internal reserve meeting for auction properties.
  - Attend, bid and complete paperwork on behalf of the Client at auctions.
  - Recommend and liaise with associated professionals to ensure exchange and settlement occurs.
  - Arrange and attend pre exchange and settlement inspections.
  - Confirm settlement details of property and collect keys at settlement.
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SPECIAL  
INSTRUCTIONS

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TERM OF  
AGREEMENT

- The term of this Agreement will begin on the date of this Agreement being signed by all parties and will remain in full force and effect until the completion of services for the selected property or 12 months from the date of this agreement, which ever occurs first.
- Completion of services is defined as 30 days from the date of exchange as advised in the selling agent sales instructions or the date of settlement, which ever occurs first.

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TERMINATION OF  
AGREEMENT

- In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 7 days written notice to the other Party. Written notice will be provided the Client at the address or email as provided on this Agreement. Written notice can be provided to Fox PM PTY LTD at the address or email provided on this Agreement.
- Should the client wish to terminate the Agreement prior to the end of the term of this agreement, a termination fee as follows is due and payable by the Client.
  - Termination fee prior to exchange: AUD\$3000 + GST.
  - Termination fee prior to settlement: 1.1% of final sales price.

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FEE FOR SERVICE

- An engagement fee of AUD \$5000 + GST is due prior to services commencing.
- A fee for service of 2% + GST of the final purchased price, less the engagement fee, is due upon settlement.
- Should Fox PM PTY LTD accept any rebates or commissions for referrals they will be listed here:
- The fees are non-refundable.

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PAYMENT  
PENALTIES

In the event that the Client does not comply with the rates, amounts, or payment dates provided in this Agreement, a late payment penalty of AUD\$55 per month may be applied.

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PRIVACY  
STATEMENT

Fox PM PTY LTD collects your confidential information through information you share, through third parties and/ or publicly available sources in order or perform our obligations under this agreement. Confidential information refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer. We may also use this information to communicate with you about third party services that relates to your relationship with us. We will only disclose this information as legally required to perform our duties under this agreement or as otherwise allowed under the Privacy Act 1988. Your information is stored securely in hard and soft copy and will never be sold. You can review, amend or correct the information we hold at any time by sending a request to [hello@foxpm.com.au](mailto:hello@foxpm.com.au).

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ADVICE

- Any financial or investment advice is given as a general nature only and is not considered to be financial or legal advice. Opinion given does not take into account your individual circumstances, objectives, financial situation or needs. Fox PM PTY LTD recommends that you seek recommendations or advice from appropriately qualified individuals.
- Only visual inspections and that the Managing Agent is not qualified to do more than a cursory visual inspection of the property and is not a builder, engineer or expert. It is recommended that the Lessor obtain or instruct a written building report on a regular basis and seek recommendations or advice from appropriately qualified individuals.

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ASBESTOS  
NOTICE

- Buildings constructed in the ACT before 1985 generally contain asbestos products and those constructed after 1985 may also contain such products.
- All relevant information available to the owners or on the building file concerning asbestos in or upon the property should be made available to the agent selling the property, to all proper authorities and to those as instructed to inspect and report upon the property for the purposes of the sale and will be included in the contract.
- Whilst Penny Hyde, in conjunction with your solicitor will review available materials on asbestos relevant to a property you are interested in, we refer you to the website [www.asbestos.act.gov.au](http://www.asbestos.act.gov.au) and suggests that you make relevant enquiries reasonably necessary to be informed concerning the possibility and consequences of asbestos in or upon the property and in relation to that issue, will seek and rely upon your own information.

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CLIENT  
DECLARATION

Upon signing this agreement you guarantee that you are the legal title holder of the above mentioned property, or have the legal authority to enter into this agreement for and on behalf of the owner, and give the Managing Agent authority to act as the managing agent subject to the operation of this agreement. This agreement takes effect when signed and dated by all parties.

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Client 1 signature

Client 2 signature

FOX PM signature

Date:

Date:

Date:

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PURCHASER DETAILS

CLIENT 1

SURNAME:

FIRST NAME:

ADDRESS:

MOBILE:

EMAIL:

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CLIENT 2

SURNAME:

FIRST NAME:

ADDRESS:

MOBILE:

EMAIL:

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SOLICITOR

FIRM:

ATT:

ADDRESS:

PHONE:

EMAIL:

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BROKER

FIRM:

ATT:

ADDRESS:

PHONE:

EMAIL:

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SETTLEMENT

30 45 OOB  
OTHER

DEPOSIT

5%

10%

METHOD:

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NOTES

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## IDENTIFICATION

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PURCHASER 1

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PURCHASER 2

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BUYERS AGENT

