

Agency Agreement

Wise Real Estate Advice Pty. Ltd.

ABN: 88 600 331 628

ACN: 600 331 628

Licensee: Mark Ribarsky

Phone Number: 1300 00 9473

Email: info@wiserealestateadvice.com.au

Street Address: Level 2 Riverside Quay, 1 Southbank Boulevard, Southbank, Victoria, 3006

Instructions for completing this Buyers Agency Agreement:

1. Initial the bottom of each page of the Agreement.
2. Complete with full purchasing name/s and sign the bottom of page 5.
3. Return the original to Level 2 Riverside Quay, 1 Southbank Boulevard, Southbank, Victoria, 3006 or email to info@wiserealestateadvice.com.au
4. Please include a copy of your driver's license or passport with the agreement or email a copy to info@wiserealestateadvice.com.au
5. Engagement fee: Forward payment of \$2750.00 to bank account:

Account name: Wise Real Estate Advice

ACCOUNT NO: 013160

BSB: 194728058

REF: Customer surname

About Us

We locate and negotiate investment properties, then educate you on how to build and manage a strong and balanced property portfolio.

At Wise Real Estate Advice some properties make better investments than others. Our aim is to get you the right property, for the right price, with the right terms.

As your buyer's agent we never sell you property, we locate and negotiate properties for you acting purely in your best interest. We focus only on residential investments properties, so you can be confident that all our time is spent researching the market that you are buying in.

Customer Details

Customer details:

Names:

Phone number:

Email:

Street address:

Suburb/postcode:

****Please attach a photo copy of your Australian drivers licence and or passport.***

Negotiating Particulars

Location / Address:

Purchasing Strategies: Cash flow, Instant equity, Capital growth, High yield renovation, Development potential or move in to live.

Condition: No renovation needed, small renovation, Full renovation, ALL OK.

Purchase Price Range:

Finance Approved: Y / N Finance Company:

Settlement Terms:

Notes:

Solicitor/Conveyancer details: _____

Initials: _____

1. Agency Period

The Agent will act on behalf of the customer in accordance with this agreement:

Commencing on: 16th of February 2016.

Until a property has been purchased and contracts are unconditional exchanged or upon expiry of this agreement whichever comes first. This Agreement is valid for 12 months. Note a new agreement is required for every property purchased.

This agreement may be terminated by either party giving three (3) day's notice in writing but without prejudice to either parties' rights accrued or obligations incurred prior to the effective termination.

2. Agent's Authority

I. Wise Real Estate Advice Pty.Ltd. (The Agent) is authorised to identify and recommend potential properties to the customer to the terms and conditions set out in the statement of property details above (or as amended).

II. Wise Real Estate Advice Pty.Ltd. (The Agent) is authorized to locate a suitable property, bid on behalf of the pursuant at auction or negotiate a private treaty, of a prospective property.

3. Agent's Remuneration

I. For the service provided by Wise Real Estate Advice Pty.Ltd. the customer will be liable for a non-refundable fee of \$2750.00 (GST inclusive). This is then reduced from the total fee stated in 3. II,

II. **TOTAL FEE:** The Customer acknowledges that Wise Real Estate Advice Pty.Ltd shall be entitled to a buying fee being a flat fee per property purchased of:

1) \$5,500 Inclusive of GST.

4. Contract of Sale

The agent is authorised to enter into or sign a contract of sale on behalf of the customer.

5. Conjunction

Unless otherwise instructed, the Agent may allow other agents to act in conjunction with them in order to effect a purchase by only one fee will be payable by the customer.

6. Limit of Agent's Services

Wise Real Estate Advice Pty.Ltd. (The Agent) shall not perform any other services in connection with the purchase other than as specified in the agreement.

7. Financial and Investment Advice

WARNING: Any financial or investment advice provided by the Agent to the customer is of general nature only whose preparation does not take into account the individual circumstances, objectives financial situation or needs of the customer. The customer is advised to consult with their own independent financial and/or investment advisor.

8. Privacy Policy

Wise Real Estate Advice Pty.Ltd. (The Agent) uses personal information collected from or about the customer to perform their obligations under this agreement. The Agent may also use such information collected to promote the services of the agent and/ or seek potential clients.

The Agent may disclose information to other parties including advisors, media organizations, property data service providers, on the internet, to potential vendors, or to clients of the Agent both existing and potential, as well as to parties engaged to evaluate the property, owner's corporations, valuers, government and statutory bodies and financial institutions.

The Agent will only disclose information to other parties as required to perform their duties under this agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988. If the customer would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this agreement.

The customer can also correct this information if it is inaccurate, incomplete or out of date. Real estate and tax law requires some of the information to be collected.

9. Privacy Clause

The parties and their attorneys shall keep the specific terms, conditions and covenants of this Agreement confidential except: (i) where mutually agreed to in writing by the parties; (ii) where disclosure to a governmental entity is required; or (iii) where disclosure is ordered by a court of competent jurisdiction. The parties and their attorneys shall not communicate with anyone associated with any media or publication entities concerning the terms of this Agreement. This confidentiality provision is a material term of this Agreement, and its violation shall constitute a breach of this Agreement.

Agent: _____

Customer: _____

Date: _____

Date: _____

Initials: _____

10. TERMINATION

Wise Real Estate Advice Pty.Ltd. as its sole discretion, may terminate this Agreement immediately or upon any breach of this Agreement by the customer.

~~11. Disclosure of Rebates, Discounts or Commissions in Respect of Expenses~~

~~In respect of any expenses to be incurred by the Principal or the Agent on behalf of the Principal customer of this agreement, the Agent discloses that the Agent may receive the following rebates, discounts or commissions from third parties.~~

Name of Third Party

Estimated Amount of Rebate, Discount or Commission

12. Principal's Authority

The Principal of Wise Real Estate Advice Pty.Ltd.

Signature:

Date:

13. Acknowledgement

- a. The customer acknowledges being served with a copy of this agreement.
- b. The customer acknowledges having read and agreed to the following terms and conditions.

Signature of Customer:

Date:

Initials: _____