

SOLE AGENCY FOR SALE OF BUSINESS

AUTHORITY TO SELL

TO: GIL WRIGHT & ASSOCIATES (herein called "the agent")
OF: 16 HORAN STREET, WEST END, QLD 4101

1. I/We hereby engage and appoint you to act as my/our real estate agent for the purpose of selling the business hereinafter described at the price stated hereunder or as may be agreed by me/us and upon terms and conditions acceptable to me/us. I/We agree to pay you commission of 6% + GST of the purchase price. However, the minimum commission payable on the sale of any business/non-residential property is \$6,000.00 + GST if you introduce a purchaser to whom the business is sold provided that such commission shall not be payable to you until either:-
 - a) the purchaser completes such sale, or
 - b) the deposit paid or some part thereof is forfeited by reason of the purchasers failure to completed such sale provided further that you shall not be able to recover as commission an amount in excess of the amount of the deposit forfeited.
2. In consideration of your agreement to use your best endeavours to sell the business you are hereby appointed sole and exclusive agent for the sale of the said business for the period of days from the date hereof. I/We acknowledge that if the business is sold by any other agent or person except me/us during that period I/We will be responsible for the payment to you of the commission referred to above.
3. At the expiration of the agency period (if the subject business has not then been sold) the vendor hereby engages the Agent to act as agent for the sale of the subject business unless otherwise advised in writing and agrees to pay the Agent commission as aforesaid in the event of the subject business being sold by the agent.
4. I/We acknowledge that if the business is sold by me/us, I/We will/will not (delete whichever is inapplicable) be responsible for the payment to you of the commission referred to above.
5. For the purpose of this Agreement:-
 - a) The said business shall be deemed to have been 'sold' immediately upon approval by me/us of the price and terms contained in a contract of sale by which any person (either by himself or by his agent) has signed as the purchaser of the said business;
 - b) The business shall be deemed to have been introduced to a person if the fact that the said business is available for purchase is made known to that person.
6. I/We undertake to pay the cost of advertising to the extent of \$..... (inclusive of GST) or, if no amount is inserted, I/We shall not be obliged to reimburse you any moneys expended upon advertising.
7. The vendor hereby gives consent to particulars of this listing being displayed and supplied to any person.
8. The business which you are authorised to sell described hereunder is my/our own business and I/We am/are entitled to sell the same. I/We warrant that the particulars of such business are correct.

VENDOR/S FULL NAME/S	
VENDOR/S ADDRESS	
VENDOR/S PHONE NUMBERS	
BUSINESS TYPE	
BUSINESS TRADING NAME	
BUSINESS ADDRESS	
BUSINESS PHONE NUMBERS	
ASKING PRICE	
SALE TERMS	
INSPECTION INSTRUCTIONS	
VENDOR/S SOLICITOR	

VENDOR/S SIGNATURE _____ Date: _____

AGENTS SIGNATURE _____ Date: _____

THIS IS A COMMERCIAL PROPERTY TRANSACTION