

STATEMENT OF DETAILS AND PROPERTY LEASING AGENCY AGREEMENT

Dated \_\_\_\_\_

**Principal (s)**

**ABN/GST registered**

Yes No

**Mailing Address**

**Contact details**

**Phone:**  
**Mobile:**  
**E:**

**Principal's solicitor firm**

**Name of solicitor**

**Mailing Address**

**Contact details**

**Phone:**  
**Mobile:**  
**E:**

**Agent**

Madaja Holdings Pty Limited,  
trading as  
Property Search 4U

**ABN/GST registered**

Yes No

66 077 786 068

**Address/Corporation Licence**

53-57 Spencer Street  
Rose Bay NSW 2029  
Licence: 1345433

**Contact details**

**Phone:** (02) 8041 0663  
**Mobile:** 0409 740 880  
**E:** fhaggar@propertysearch4u.com.au  
**Mail:** Same as office address

**Property details:**

**Type:**

**Location:**

**General Description:**

**Range of annual occupancy cost:  
(rent + outgoings excl. GST)**

\$

\$

**Possession:** Vacant.

**Agency period:**

This Agreement may be terminated by either party giving seven (7) days' notice in writing but without prejudice to either party's rights accrued or obligations incurred prior to the effective termination. This Agreement is to be read in conjunction with the proposal by Property Search 4U dated \_\_\_\_\_.

---

TERMS

1. The Agent is authorised to identify and recommend potential properties and negotiate on behalf of the Principal for the leasing of the property pursuant to this agency Agreement.
2. In the event the service continues beyond the initial period of \_\_\_\_\_ months of the exclusive agency Agreement, a monthly retainer fee + GST will be mutually negotiated between the parties upon the extension of the Agreement up to and including the month of the signing the Heads of Agreement to lease. All pre-paid fees and retainers are deductible from the agreed total fee.
3. For the purpose of calculating achieved savings, such savings will be based on the difference between the asking terms by the lessor and the negotiated terms by Property Search 4U for the total term (initial period), including
  - rent per square meter per annum;
  - rent free period;
  - cash allowances;
  - rebates;
  - any similar incentives offered by the lessor as an inducement to lease;
  - all outgoing charges and fees including but not limited to council, water, cleaning, car parking and any other payment to or on behalf of the lessor for which the lessee is responsible under the lease or Agreement to Lease;

but excluding

- any option period which the lessee may be entitled to take up;
  - security deposits;
  - attributable GST.
4. No termination fee will be charged by the Agent.
  5. The Agent is not authorised to enter into or sign a lease on behalf of the Principal.
  6. The Principal warrants they have authority to enter into this Agreement.
  7. The Agent undertakes to perform only services in connection with this Agreement or any mutually amended parts of it. Such amendments must be approved in advance by the Principal and in writing.
  8. The Principal agrees to pay the Agent their agreed fee in accordance with this Agreement in the event the Agent introduces to the Principal a landlord of a property or the property, and the Principal:
    - enters into a lease or procures another person to enter into a lease with the landlord to lease the property (whether by novation or otherwise);
    - where the landlord is a company, enters into a lease or procures another person to enter into a lease;
    - by other means whatsoever becomes the legal tenant of the property;
    - where the landlord is a company, by any means whatsoever becomes the legal and beneficial lessee or both of any of the shares of the company;
    - at any time within 90 days after either the expiry of the Agency Period or the termination of the service by the Principal, the Principal subsequently enters into a lease for the property introduced to the Principal during the Agency period or engages another associated person or entity to lease a property introduced to the Principal during the Agency period or otherwise becomes a legal or beneficial lessee of a property introduced to the Principal during the Agency period.

- 9. The fee is due and payable as agreed between the Principal and the Agent or any of the contracts referred to in item 8 above, or in the event a property is introduced to the Principal by the Agent at any time prior to the termination of this Agreement, and the Principal satisfied any of the terms listed in item 8 above after such termination.
- 10. The Agent shall not be reimbursed for expenses and disbursements unless the Principal agrees in writing to this effect and prior to the Agent incurring them.
- 11. The Agent shall not receive any rebates, discounts or commissions from third parties in relation to this Agreement.
- 12. Any financial or investment advice provided by the Agent to the Principal is of a general nature only whose preparation does not take into account the individual or company circumstances, objectives, financial situation or needs of the Principal. The Principal is advised to consult with their own independent financial and/or investment advisor.
- 13. The Principal will hold and keep indemnified the Agent against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Agent in the course of or arising out of the performance or exercise of any of the powers, duties or authorities of the Agent under this Agreement.
- 14. The Agent may use information collected from the Principal to perform their obligations in accordance with this Agreement only or as required by law.
- 15. The Principal and the Agent acknowledge prior to signing this Agreement that both parties have read, understood and agreed to these terms.
- 16. The Principal acknowledges being served with a copy of this Agreement.

**Principal's Name:**

**Principal's signature:**

**Dated:** \_\_\_\_\_

**Agent's Name:** Fred Haggart (Licence # 1291533) on behalf of Property Search 4U (Licence # 1345433)

**Agent's signature:**

**Dated:** \_\_\_\_\_