

Exclusive Residential Sale Authority**Authority Particulars - Residential****Property Address:**Street: 59 Outlook DriveSuburb: Venus BayState: VICPostcode: 3956With chattels being: All fixed floor coverings, lights fitting & window furnishings all as inspected**Agent:**Company name: Fosx Pty Ltd trading as Ray White InverlochABN/ACN: 50 640 857 496Trading name: Ray White InverlochPostal address: 6 Williams StreetInverlochState: VICPostcode: 3996Sales agent's: Name Michael ChizzonitiPhone 0405 299 235Email michael.tc@raywhite.com**Vendor 1**Full name: Glenn Robert Kibblewhite and Lynn Michelle Clutter

ABN/ACN: _____

Postal address: 11 Iris PlacePakenhamState: VICPostcode: 3810Email: glennkibblewhite@y7mail.comPhone: Work _____ Home _____ Mobile +61425856859**Vendor 2**

Full name: _____

ABN/ACN: _____

Postal address: _____

State: _____

Postcode: _____

Email: _____

Phone: Work _____ Home _____ Mobile _____

DetailsSale: by private sale by auctionExclusive Period: 30 days 60 days 90 days other: _____Continuing Period: 30 days 60 days 90 days other: _____Property will be sold: with vacant possession **OR** subject to tenancy23/01/24 *ML* on payment of full purchase price*ML* *ML* **OR** upon terms on payment of full deposit and the sum of \$ _____Vendor's price ~~\$600,000~~ \$595,000 payable in 30 days 60 days 90 days other: NegotiableAgent's estimate of selling price (section 47A of the *Estate Agents Act 1980* (Victoria)). Note: if a price range is specified, the difference between the upper and lower amounts cannot be more than 10% of the lower amount.Single amount \$ 600,000 or between \$ _____ and \$ _____

Exclusive Residential Sale Authority

Authority Particulars - Residential



Rebates (see Rebate Statement attached for further details)

The Agent:

will not be, or is not likely to be, entitled to any rebates.

will be, or is likely to be, entitled to rebates.

Commission

Commission (including GST ~~or excluding GST~~) \$ _____ OR 2.2 _____ %

OR calculated as follows:

Dollar amount of estimated commission \$ 13,200 including GST of \$ 1,200 if sold at a price of *\$ 600,000 *including GST or ~~*excluding GST~~ (delete the one that does not apply)

Marketing expenses (including GST ~~or excluding GST~~) Advertising \$ 2,000
Other \$ 0
Total \$ 2,000

The Marketing Expenses are payable on *the signing of this Agreement / ~~written request~~ / ~~immediately upon settlement~~.
(delete as applicable)

The entity the Agent operates under is required under the Australian Privacy Principles to have a privacy policy: Yes / ~~No~~
(delete the one that does not apply)

If yes, the privacy policy can be located at https://www.raywhite.com/privacy/
(insert URL)

Signed by the Vendor(s)

DocuSigned by:

068AD982A92F4E9...

Signature

29/10/2023

Date

DocuSigned by:

D6086BFD527D4CE...

Signature

27/10/2023

Date

Signed by the Agent

DocuSigned by:

91042F2032F14E7...

Date

29/10/2023

Exclusive Residential Sale Authority

General Conditions



1. Exclusivity

The Vendor acknowledges that the Agent's appointment under this Agreement is an exclusive appointment, and continues until the earlier of the expiration of the Exclusive Period and the termination of this Agreement. During the Exclusive Period, the Vendor must not contract with or engage the services of any other estate agent, estate agent's representative or any third party to market or sell the Property.

2. Duration

Unless stated otherwise in the Authority Particulars, the Exclusive Period will be:

2.1 in the case of a sale by auction, 30 days after the date of the auction; or

2.2 in any other case, 60 days after the date this Agreement is signed by, or on behalf of the Vendor.

3. Continuing Period

3.1 If a Continuing Period applies to this Agreement, the terms of the Agent's appointment will be identical to the terms of the Exclusive Period, with the exception that the Vendor may terminate the Continuing Period at any time by providing written notice to the Agent.

3.2 The Continuing Period will commence on the day after the Exclusive Period ends and continue for the amount of days stated in the Authority Particulars.

4. Agent's role

The Agent must promote, advertise, market and endeavour to sell the Property.

5. Marketing Expenses

5.1 The Marketing Expenses are completely separate to and in no circumstances form part of the Commission.

5.2 The Vendor acknowledges that:

5.2.1 it was informed prior to signing this Agreement that the Marketing Expenses were negotiable and that the Marketing Expenses were the subject of negotiation; and

5.2.2 the Marketing Expenses must be paid by the Vendor to the Agent pursuant to **clause 5.3** regardless of whether the Agent sells the Property.

5.3 The Marketing Expenses are payable by the Vendor to the Agent:

5.3.1 upon execution of this Agreement;

5.3.2 within 14 days of receiving written notice from the Agent to pay the Marketing Expenses; or

5.3.3 immediately upon settlement of the Property,

as specified in the Authority Particulars.

5.4 The Agent acknowledges that the Vendor will not be liable for the payment of any Marketing Expenses in excess of the amount stated in the Authority Particulars, unless such additional expenses have been agreed by the Vendor in writing.

6. Commission

6.1 The Vendor acknowledges being informed prior to signing this Agreement that the Commission to be paid to the Agent under this Agreement was negotiable and that the Commission was the subject of negotiation.

6.2 Subject to **clause 6.4**, the Vendor agrees to pay the Agent the Commission on the terms of this Agreement if:

6.2.1 the Property is sold during the Exclusive Period or the Continuing Period; or

6.2.2 the Property is sold within 120 days after the expiry of the later of the Exclusive Period or Continuing Period to a buyer Introduced to the Property by the Agent before, during or after the Exclusive Period or Continuing Period.

6.3 The Vendor acknowledges that the Agent will be entitled to receive the Commission under **clauses 6.2.1** and **6.2.2** regardless of whether the selling price of the Property is different to or outside the range of the Agent's estimation of the selling price (as stated in the Authority Particulars).

6.4 The Vendor will not be liable to pay the Commission to the Agent if the Property is sold whilst listed with another estate agent, only if the engagement of the other estate agent by the Vendor was not a breach of this Agreement.

7. Payments

7.1 The Vendor must immediately pay or authorise its conveyancer or solicitor to pay the Agent the Commission when the property is sold.

7.2 The Vendor agrees that the Agent is entitled to and may deduct from the Deposit received and held by the Agent any amounts towards the payment of Marketing Expenses and any state and federal taxes required to be paid by law (including GST).

7.3 If a Deposit is received by the Vendor's conveyancer or solicitor, the Vendor irrevocably appoints the Agent as its attorney to direct the payments described in **clause 7.2** to the Agent.

7.4 The Vendor will not be relieved from its obligation to pay the Marketing Expenses and Commission if the Property does not settle due to the Vendor defaulting under an enforceable contract for the sale of the Property between the Vendor and a Purchaser.

8. Late payments

8.1 If the Vendor fails to pay any amount under this Agreement within 30 days of receiving an invoice from the Agent, the Agent will be entitled to charge any overdue amounts at the interest rate fixed from time to time under section 2 of the *Penalty Interest Rates Act 1983* (Victoria).

8.2 Interest will be calculated from the due date until and including the date the overdue amounts are paid in full.

8.3 The Vendor fully indemnifies the Agent for any and all loss, costs, expenses and/or liabilities in pursuing any overdue amounts from the Vendor.

9. Execution of documents

9.1 A person signing this Agreement on behalf of the Vendor is responsible for performing the obligations of the Vendor under this Agreement as though that person executed this Agreement as the Vendor.

Exclusive Residential Sale Authority

General Conditions



9.2 If a corporation or an incorporated association signs this Agreement on behalf of the Vendor, the Agent may require the signatory to procure that the directors of the corporation or the committee members of the incorporated association execute a deed of guarantee and indemnity in favour of the Agent (in a manner acceptable to the Agent's solicitor).

9.3 Upon receiving a written request and authority by the Vendor to do so, the Agent may sign a contract for the sale of the Property on behalf of the Vendor containing the terms and conditions of sale agreed to by the Vendor and the Purchaser.

9.4 The Agent is not liable whatsoever and the Vendor releases and indemnifies the Agent from and against any claim, loss, cost, expense or liability which may arise from the Agent complying with **clause 9.3**.

10. Rebate statement

10.1 If the Authority Particulars specify that the Agent will not be entitled to any rebates then:

10.1.1 the Agent will not be, or is not likely to be, entitled to any rebates. A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits; and

10.1.2 specifically, the Agent will not be, or is not likely to be, entitled to any rebate in respect of:

10.1.2.1 any outgoings; or

10.1.2.2 any pre-payments made by the person engaging or appointing the Agent (the Vendor) in respect of any intended expenditure by the Agent on the Vendor's behalf; or

10.1.2.3 any payments made by the Vendor to another person in respect of the work.

10.2 If the Authority Particulars specify that the Agent will be entitled to rebates then:

10.2.1 the Agent will be, or is likely to be, entitled to rebates. A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits;

10.2.2 specifically, the Agent will be, or is likely to be, entitled to rebates in respect of:

10.2.2.1 any outgoings; or

10.2.2.2 any pre-payments made by the person engaging or appointing the Agent (the Vendor) in respect of any intended expenditure by the Agent on the Vendor's behalf; or

10.2.2.3 any payments made by the Vendor to another person in respect of the work.

10.3 The attached Rebate Statement sets out the details of the rebates.

11. Commission sharing

11.1 The Agent may share the Commission with an employee who is an estate agent or the Agent's representative, or with an estate agent who is the Agent's business partner.

11.2 If the Agent has agreed to share the Commission that will be payable for selling, leasing or managing the Property except as set out in **clause 11.1**, the details of the Commission sharing agreement are set out in the attached notice of Commission sharing statement which the Vendor acknowledges was given to it prior to signing

this Agreement.

12. Privacy

12.1 As part of the Agent marketing the Property for sale and the Vendor completing the Authority Particulars, the Vendor will be required to and consents to giving certain personal information, such as (but not limited to) the Vendor's name, address, contact details and bank account details.

12.2 Subject to the *Privacy Act 1988* (Cth), the Vendor authorises the Agent to disclose its personal information to third parties.

12.3 If the entity which the Agent operates through ('**Entity**') is required to comply with the Australian Privacy Principles (which are contained in schedule 1 of the *Privacy Act 1988* (Cth)) ('**APP**'), the Entity must have a clearly expressed and up-to-date policy about the management of personal information it collects.

12.4 If the Entity is required to have a privacy policy under the APP, the policy can be located at the address given in the Authority Particulars.

13. Termination

During the Exclusive Period, either party may immediately terminate this Agreement upon providing written notice to the other party only if the other party has breached this Agreement and has not remedied such breach within 14 days of receiving written notice to do so from the other party.

14. Complaints

Any complaint regarding commission or outgoings can be made to the Director, Consumer Affairs Victoria, GPO Box 4567, Melbourne Victoria, 3001 or by telephoning 1300 73 70 30.

Unless there are exceptional circumstances, Consumer Affairs Victoria cannot deal with any dispute concerning commission or outgoings, unless it is given notice of the dispute within 28 days of the client receiving an account for, or notice that the agent has taken the amount in dispute, whichever is the later.

The Agent has procedures for resolving complaints and disputes arising from the operation of the Agent's estate agency practice. Please request further information in relation to the procedures if you have a complaint or dispute.

15. Notices

15.1 A notice or other communication connected with this Agreement ('**Notice**') has no legal effect unless it is in writing. In addition to any other method of service provided by law, a Notice may be:

15.1.1 sent by prepaid post to the addressee set out in this Agreement or subsequently notified;

15.1.2 delivered at the address of the addressee set out in this Agreement or subsequently notified; or

15.1.3 sent by email to the email address of the addressee set out in this Agreement or subsequently notified.

15.2 A Notice must be treated as given to and received by the party to which it is addressed:

15.2.1 if sent by post, on the 3rd Business Day (at the address to which it is posted) after posting;

Exclusive Residential Sale Authority

General Conditions



15.2.2 if otherwise delivered before 5 pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery; or

15.2.3 if sent by email before 5 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt provided that an email is not treated as given or received if the sender's computer reports that the message has not been delivered.

16. Entire Agreement

This Agreement constitutes the entire agreement between the parties in relation to the matters in this Agreement and supersedes all prior agreements, understandings and negotiations between the parties in relation to those matters.

17. Definitions

Unless the contrary intention appears, defined terms in these General Conditions have the following meaning:

17.1 'Agent' means the estate agent specified in the Authority Particulars and includes the Agent's representative and an estate agent employed by the Agent;

17.2 'Agreement' means this agreement including the Authority Particulars, General Conditions, Rebate Statement and commission sharing statement (if any);

17.3 'Authority Particulars' means the residential form at the front of these General Conditions;

17.4 'Binding Offer' means an offer not less than the Vendor's price set out in the Authority Particulars and on terms no less favourable than those set out in the Authority Particulars and which is, or would be when signed by the Vendor, enforceable by an order for specific performance or upon the breach of which either the Vendor or the other party would be entitled to an award of damages.

17.5 'Business Day' means any day which is not a Saturday, Sunday or a proclaimed public holiday in the State of Victoria;

17.6 'Commission' means the remuneration the Agent is entitled to receive under this Agreement for the amount set out in the Authority Particulars;

17.7 'Continuing Period' has the meaning given in **clause 3.1**;

17.8 'Deposit' means the deposit paid by the Purchaser under a contract for the sale of the Property;

17.9 'Exclusive Period' means the period in which the Agent is exclusively appointed by the Vendor to market the Property for sale;

17.10 'General Conditions' means these general conditions;

17.11 'GST' means the goods and services tax payable in accordance with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

17.12 'Introduced to the Property' means the Purchaser of the Property realising that the Property was for sale or available for purchase by any direct or indirect marketing by the Agent, including but not limited to word of mouth,

signage, brochures, open inspections, internet advertising and any other forms of literature, communication and marketing.

17.13 'Marketing Expenses' means the marketing, advertising and other expenses as specified in the Authority Particulars;

17.14 'Person' includes a natural person, a corporation and incorporated association;

17.15 'Property' means the property specified in the Authority Particulars;

17.16 'Purchaser' means the person or entity who purchases or intends to purchase the Property (by entering into a contract with the Vendor for the sale of the Property);

17.17 'Rebate Statement' means the form directly after these General Conditions;

17.18 'sold' is the result of obtaining a Binding Offer and 'sale' and 'sell' have corresponding meanings; and

17.19 'Vendor' means the vendor specified in the Authority Particulars.

18. Counterparts and Execution

18.1 This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant document.

18.2 A copy of an original executed counterpart sent by facsimile machine, email or link emailed:

- (a) must be treated as an original counterpart;
- (b) is sufficient evidence of the execution of the original; and
- (c) may be produced in evidence for all purposes in place of the original.

18.3 Each party consents to this Agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.

18.4 Without limiting **clause 18.3**, the parties acknowledge and agree that electronic signatures will constitute a signature and have the same quality of integrity as a written signature including if the signature is:

- (a) computer generated;
- (b) by computer pen;
- (c) by a typed mark or name; or
- (d) physically signed on paper and scanned electronically.

18.5 The parties to this Agreement agree that, despite any other clause of this Agreement and despite custom, practice or code otherwise followed in respect of similar documents to this Agreement, if executed electronically this Agreement:

- (a) is made on its execution by all parties to it (including electronic signature);
- (b) need not be executed and exchanged in counterparts; and
- (c) constitutes an original document in an electronic format.

Certificate Of Completion

Envelope Id: 0C5B1A4904614D088D6538F8DAE7A24F	Status: Completed
Subject: 59 Outlook Sign Request	
Source Envelope:	
Document Pages: 5	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Concierge
Time Zone: (UTC+10:00) Canberra, Melbourne, Sydney	concierge@formslive.com.au
	IP Address: 3.25.180.226

Record Tracking

Status: Original 26/10/2023 14:25	Holder: Concierge concierge@formslive.com.au	Location: DocuSign
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Signer Events

Glenn Robert Kibblewhite
glennkibblewhite@y7mail.com
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

068AD982A92F4E9...

Signature Adoption: Drawn on Device
Using IP Address: 49.183.30.162
Signed using mobile

Timestamp

Sent: 26/10/2023 | 14:25
Viewed: 29/10/2023 | 10:23
Signed: 29/10/2023 | 10:27

Electronic Record and Signature Disclosure:
Accepted: 29/10/2023 | 10:23
ID: b0c3b9c2-5309-44a4-bf1a-f99f14a4bb4a

Lynn Michelle Cloutter
lynncloutter@y7mail.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

D8086BF0527D4CE...

Signature Adoption: Drawn on Device
Using IP Address: 122.104.187.187
Signed using mobile

Sent: 26/10/2023 | 14:25
Viewed: 27/10/2023 | 06:03
Signed: 27/10/2023 | 06:04

Electronic Record and Signature Disclosure:
Accepted: 27/10/2023 | 06:03
ID: 2df0b12f-5eb5-4404-a79b-3a9212c40ad0

Michael Chizzoniti
michael.tc@raywhite.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

91042F2032F14E7...

Signature Adoption: Pre-selected Style
Using IP Address: 220.244.78.135

Sent: 26/10/2023 | 14:25
Viewed: 29/10/2023 | 11:13
Signed: 29/10/2023 | 11:13

Electronic Record and Signature Disclosure:
Accepted: 29/10/2023 | 11:13
ID: b7c326e1-1adf-4e2b-b41f-a484a271ecd6

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	26/10/2023 14:25
Certified Delivered	Security Checked	29/10/2023 11:13
Signing Complete	Security Checked	29/10/2023 11:13
Completed	Security Checked	29/10/2023 11:13

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dynamic Methods Pty Ltd - ISV License (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dynamic Methods Pty Ltd - ISV License:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: davidh@dynamicmethods.com.au

To advise Dynamic Methods Pty Ltd - ISV License of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at davidh@dynamicmethods.com.au and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dynamic Methods Pty Ltd - ISV License

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to davidh@dynamicmethods.com.au and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dynamic Methods Pty Ltd - ISV License

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to davidh@dynamicmethods.com.au and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dynamic Methods Pty Ltd - ISV License as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dynamic Methods Pty Ltd - ISV License during the course of your relationship with Dynamic Methods Pty Ltd - ISV License.