

AUTHORITY TO ACT AS CONSULTANT AUCTIONEER

This agreement is between:

the Seller's Agent: and

the Consultant Auctioneer: **Tom Esze-Laszlo Holdings Pty Ltd t/a tomeszeauctions.com 38 Gairloch Street, APPLECROSS WA 6153**

1. The Consultant Auctioneer and the Seller's Agent agree that the Consultant Auctioneer will act on behalf of the Selling Agent in auctioning at Public Auction ("the Auction") the Property at

on (am/pm) at (am/pm) on the property

OR at

2. Unless otherwise agreed, the Seller's Agent will provide the Auction Particulars and Conditions of Sale and Contract document at least 14 days prior to the Auction, together with the following:

- (a) Brochure and/or information sheet.
- (b) Confirmation that all registered proprietors of the Property have completed in writing an Authority to Auction document and that it is held by the Selling Agent.
- (c) A copy of a current search of the Certificate of Title for the Property and details of all registered encumbrances other than mortgages.
- (d) Details of any encumbrances not registered on the Certificate of Title.
- (e) If the Property is Strata Titled, a copy of the Strata Plan, Section 69 Certificate and all other requirements under the Strata Titles Act 1985 as amended.
- (f) If the Property is not offered with vacant possession, details of the Leases and Tenancy Schedule.
- (g) Details of the zoning and uses approved/permitted.
- (h) The terms of the sale contract.
- (i) Details of Chattels to be included with the sale of the Property.
- (j) Any other relevant data which requires inclusion in the Auction Particulars and Conditions of Sale and Contract or is to be included in the statements to be made by the Auctioneer prior to the actual "calling for bids".
- (k) If the Auction Particulars and Conditions of Sale and Contract are not to be read prior to the Auction, the Selling Agent agrees to make them available at the Selling Agent's office and/or at the Property during inspection times for at least 14 days prior to the Auction.

3. The Seller's Agent will make arrangements for the Consultant Auctioneer to inspect the Property at a time suitable to the Seller, the Seller's Agent and the Consultant Auctioneer prior to the Auction.

4. The Seller's Agent confirms that the Consultant Auctioneer's fee to conduct the Auction is \$ (inc gst) and that fee is payable on the day or within 7 days of the auction date.

5. The Seller's Agent and the Consultant Auctioneer agree that the Consultant Auctioneer's fee is payable irrespective of whether the Property is sold or not or whether it is withdrawn from sale and/or auction for any reason.

6. The Seller's Agent indemnifies the Consultant Auctioneer against all legal actions and/or claims resulting from the Seller or Seller's Agents representations.

Signed:
Seller's Agent

Date

Signed:
Consultant Auctioneer

Date