

# Renewal of Agency Agreement - Residential Property

## 1. Renewal of Agreement

\_\_\_\_\_ [the Client] hereby renews its agency agreement for the property situated at \_\_\_\_\_ and dated \_\_\_\_/\_\_\_\_/\_\_\_\_ ("Agreement") with \_\_\_\_\_ (Name of Actual Agent/Agency), a licensed real estate agent, REAA 2008 ["the Agent"] pursuant to the terms and conditions of the Agreement and variations herein ("Renewal"). A copy of the Agreement is annexed to this Renewal.

## 2. Agency (Sole or General)

*(delete whichever form of Agency doesn't apply)*

### 2.1 Sole Agency

The Client re-appoints the Agent as the sole agent.

The agency recommences on \_\_\_\_/\_\_\_\_/\_\_\_\_ ("Commencement Date") and continues until midnight on \_\_\_\_/\_\_\_\_/\_\_\_\_ ("End Date"). (If there is no End Date provided, the End Date is 90 days from the Commencement Date.)

This sole agency may be terminated by the Client, by written notice to the Agent by 5:00pm on the first working day after the day on which a copy of this Renewal is given to the Client.

*Note: Any party to a sole agency agreement that relates to residential property and is for a term longer than 90 days may, at any time after the expiry of the period of 90 days after the agreement is signed, cancel the agreement by written notice to the other party or parties.*

**OR**

### 2.2 General Agency

The Client re-appoints the Agent as general agent. The agency commences on \_\_\_\_/\_\_\_\_/\_\_\_\_ and continues until midnight on \_\_\_\_/\_\_\_\_/\_\_\_\_ unless terminated prior by either party giving seven (7) days' written notice to the other party, or, if no end date is provided, until terminated by either party by giving seven (7) days' written notice to the other party.

## 3. Commission

Tick relevant box below

Commission remains the same as set out in the Agreement.

Commission under the Agreement is varied and replaced with the below:

The Agent's commission is calculated as follows (complete (a) or (b)):

(a) Basic fee \$ \_\_\_\_\_

Plus \_\_\_\_\_ % of the first \$ \_\_\_\_\_ of the sale price

Plus \_\_\_\_\_ % of the balance of the sale price

Plus GST.

**OR**

(b) A fee of \_\_\_\_\_ % of the sale price plus GST [Delete provisions which do not apply] based upon

(i) the Client's asking price (*Note - only where an appraisal was not possible to be given*)

**OR**

(ii) the appraised value

(tick (i) or (ii))

*Note: Review previous appraisal and update with any recent comparable sales and adjust appraisal range if required.*

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## 4. Variations

The Client and Agent agree to the following variations of the Agreement (if any):

4.1 \_\_\_\_\_

4.2 \_\_\_\_\_

4.3 \_\_\_\_\_

***Note:** If the sale method has varied, then check compliance with rule 10.5 of the Real Estate Agents Act (Professional Conduct and Client Care) Rules 2012 which states "Before a prospective client signs an agency agreement, the licensee must explain to the prospective client how choices that the prospective client may make about how to sell or otherwise dispose of his or her land or business could impact on the individual benefits that the licensee may receive."*

## 5. Client Acknowledgements

***Note:** Acknowledgment by the Client is not sufficient to discharge the Agent of the duty to give the recommendations, provide information and/or perform functions described below. The Client should not give the acknowledgment, unless the Agent has, in fact, complied with the subject matter of the acknowledgment.*

5.1 The Client, prior to signing this Renewal, acknowledges and agrees that the Client has been:

- 5.1.1 recommended to seek independent legal advice on this Renewal and a reasonable opportunity to obtain legal advice was allowed by the Agent;
- 5.1.2 recommended that the Client can, and may need to, seek technical or other advice and information, and that the Client has been provided a reasonable opportunity to do so;
- 5.1.3 advised and has had explained the circumstances in which the Client could be liable to pay full commission to more than one Agent, once a transaction has been concluded;
- 5.1.4 given a copy of the approved guide relating to agency agreements published by the Real Estate Authority;
- 5.1.5 given a copy of the approved guide relating to sale and purchase agreements published by the Real Estate Authority;
- 5.1.6 advised that further information on agency agreements and contractual documents is available from the Real Estate Agents Authority on their website which is [www.rea.govt.nz](http://www.rea.govt.nz);
- 5.1.7 made aware of the Agent's in-house complaints and dispute resolution procedures and that a copy of this has been made available;
- 5.1.8 made aware that the Client may access the Real Estate Agents Authority's complaints process without first using the Agent's in-house procedures and that any use of the in-house procedures does not preclude the making of a complaint to the Real Estate Agents Authority;
- 5.1.9 made aware of how the chosen method of sale could impact on the individual benefits that the Licensees may receive.
- 5.1.10 advised when this agency agreement comes to an end; and
- 5.1.11 given an appraisal for the Property in writing or where no directly comparable or semi-comparable sales data exists, this has been explained in writing.
- 5.1.12 recommended to seek professional advice (tax and/or legal advice) on the tax implications regarding GST treatment; and
- 5.1.13 recommended to seek professional advice (tax and/or legal advice) on the income tax implications of the purchase price allocation rules (where applicable)

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Clients Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Clients Signature: \_\_\_\_\_

Clients Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Clients Signature: \_\_\_\_\_

Clients Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Clients Signature: \_\_\_\_\_

Agents Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Agents Signature: \_\_\_\_\_