

Name of Business	Street and Number	Price	Type of Business
Vendor:		Estimated Stock: \$	
Tel No:	(h) (w)	Price plant: \$	
Address:		Goodwill: \$	
		Freehold: \$	
		Current Year	Previous Year %
Company Name:		Turnover	
Established: years		Gross Profit	
Present Owner: years		Expenses	
Area of Premises:		Net Profit	
		Depreciation	
		Owners Salary	
Condition:		Net Worth	
Yard:		Accountant:	
Accommodation:		Solicitor:	
Term of Lease:		Landlord:	
		Bankers:	
Rental: \$		Balance Sheet:	Yes/No On Hand: Yes/No
Rental Renewal:		Shop Hours:	
Rates: \$		Monday to Friday:	
Insurance: \$		Late Nights:	
Lease on Hand: Yes / No		Weekend:	
Staff Member	Wages	Hours of Work	List of Plant Available: Yes/No On Hand: Yes/No
			Agencies:
			Possession:
			Terms & Conditions:

Remarks:	Finance Available:
Commission:% of the Total Purchase Price as shown in the Sale & Purchase Agreement or a minimum fee of \$..... shall apply plus Goods and Services Tax (GST) on all fees as above. Advertising fees:	

AUTHORITY TO SELL A BUSINESS

To Arizto Ltd, I/We

Of

Hereby appoint you Agents for the sale of the Business/Property known as

In consideration of **Arizto Ltd** ["the Agent"] endeavouring to effect a sale on the business/property described herein I/we ["the Vendor(s)"] **HEREBY APPOINT** you as my/our Sole and Exclusive Selling Agent and give you the authority to market and effect a sale of the business/property on terms and conditions herein or such other terms and conditions as I/we may accept and which I/we have read and understood.

SCHEDULE OF FEES

If I/we enter into a contract to sell, lease or exchange the business/property or part thereof either (a) during the period of this agency or (b) after this agency has expired or cancelled, or any agent appointed under this authority has introduced the purchaser to the business/property during the period of this agency and that contract becomes unconditional and binding on the parties during or after the period of the agency and whether or not it settles then I/we agree to pay you commission and/or fees as per previous page, and if in default we agree to pay all costs of collection including all legal fees incurred and interest on your standard overdraft rate until so paid.

Company shares: in the case of the sale of company shares taking place the fee payable will be exactly the same as above as though the company had no liabilities (i.e. the fees will be calculated on the value of the company's gross assets). Where an arrangement is entered into either to facilitate estate planning, company and/or personal tax redistribution such arrangement shall not disadvantage Arizto Ltd in the calculation of its fees.

TERMS AND CONDITIONS

The Vendor(s) and/or any other signatory to this authority acknowledges, warrants, and agrees:

1. (a) You are instructed to collect any deposit on the Vendors behalf and are hereby authorised to deduct any fees, commissions and other expenses from the deposit.
- (b) If a deposit is not received by the Agent the Vendor hereby agrees to pay the Selling Agent any fees, commissions and other entitled expenses at the rate herein appearing upon the Agreement for Sale and Purchase becoming unconditional and binding on the vendor, and I agree to pay the same immediately on receipt of an invoice.
- (c) The fee may be shared as agreed between the Agent and any other agent that becomes the Selling Agent who is authorised to sell the business/property under the terms of this authority.
- (d) Any signs, photograph(s), electronic advertising, display materials, or other marketing that you consider necessary may be displayed or used for promotional purposes, and this specifically includes the Arizto website and other relevant portal websites.
2. No Agent appointed under this authority is permitted to sign any Agreement for Sale and Purchase for the sale of the business/property, but is permitted to receive any referral fee associated with or related to this transaction.
3. The Agent is authorised to collect, publish and use, for marketing and sale purposes all information pertaining to this authority including the price and to supply such information as may be required to effect a sale to other agents appointed under this authority and to any prospective purchasers and to use such information for statistics compiled by the REINZ or for any similar statistical organization.
4. The Vendor hereby indemnifies the Agent(s) against any claim or claims by any Purchaser or any other person for compensation in respect to any chattel or fixture of the business/property that the Vendor hereby warrants is free from undisclosed charge or encumbrance whatsoever. Further the Vendor has read the business/property description information and warrants and certifies that such information is correct in all respects, and further does hereby provide a full and complete Indemnity to the Agent(s) for all or any damages, losses, costs, or fines, awarded, howsoever incurred or suffered, either as result of any claim made by any Purchaser, proposed Purchaser, or any other person arising from the use of that business/property description information, or of any other information or representation(s) whatsoever supplied or made by the Vendor.
5. The Vendor warrants and undertakes that where work has been done or permitted to be done on the business/property by the Vendor for which an authority, consent, permit or licence is required by law an authority, consent, permit or licence was obtained for those works and such works were carried out in accordance with the same and if the business/property is on a Composite or Unit Title such title is to the Vendor's best belief free from defect.
6. The Vendor further warrants that they have made disclosure of all requisitions, notices, or requirements at the date hereof [including any structural problem with the business/property, or its construction, or materials used in its construction] and will inform the Agent of any requisitions, notices, requirements or any structural problem with the business/property or its construction, or materials used in its construction, that they become aware of during the period of the Agency.
7. If the Agency appointment herein is a Sole Agency appointment then the Vendor agrees to immediately cancel all other current Agency Appointments, and hereby acknowledge that they have been advised of the need to so cancel any other Agency Appointments, and that failure to do so may result in the vendor being liable for payment of more than one commission.
8. The Vendor acknowledges that where the service is required for business purposes, then the provisions of the Consumer Guarantees Act 1993 shall not apply and in particular if applicable I/ We warrant that we have an OSH Policy in place and hereby agree to make the Agent and any attendee or invitee aware of such OSH Policy, and to disclose, point out or show any hazards of whatsoever nature, and to include the Agent and any attendee or invitee under the terms of such OSH Policy.
9. This Contract constitutes a charge against any property herein agreed to be sold for the amount of commission payable for the sale of the business and/or property for the purposes for the Land Transfer Act 1952, and in the event that the vendor leases the said business/property through the instrumentality of the Agent, or to anyone introduced by the Agent during the term of this Agency [even to anyone introduced as a potential purchaser] then I/we agree to pay you the standard sale commission and/or fees as normally charged by you.
10. If the person signing this authority is not the sole owner of the business/property then they hereby absolutely warrant and represent that they have the necessary authority of all owners to make this appointment, and if the vendor shall be a limited liability company and shall go into receivership or liquidation owing the commission or any other monies as agreed above then any Director(s) of the vendor executing this contract herein agree to be personally liable for the payment of fees commissions and other entitled expenses at the rate herein appearing that shall be due and payable herein.

SOLE AGENCY AND EXCLUSIVE MARKETING AUTHORITY AND APPOINTMENT

I/We hereby appoint you as SOLE / EXCLUSIVE AGENT for the business / property and warrant that if the property or any part of it is sold by the Sole / Exclusive Agent, or through the instrumentality of the Sole / Exclusive Agent or by the owner or any other Real Estate agent or person, or to anyone introduced by the Sole / Exclusive agent during the term of the contract of the agency, that I/we will be liable to



GENERAL AGENCY AUTHORITY APPOINTMENT

IMPORTANT – THIS IS A LEGALLY BINDING DOCUMENT, PLEASE ENSURE YOU HAVE READ AND UNDERSTOOD ALL CLAUSES BEFORE SIGNING.

SIGNED _____ BY _____ THE
SALESPERSON _____ DATE _____