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BARFOOT & THOMPSON
LICENSED REAA 2008

Conjunctional sale agreement

To ..... (name of introducing Agency)

From: Branch Manager Barfoot & Thompson Millwater ..... Branch

Barfoot & Thompson listing number .....

Property address .....

.....

This document confirms that we agree to enter into a mutual arrangement to work together to sell the Property under the terms below (Conjunctional Agreement), to the buyer named below.

1.0 Parties

1.1 The parties to this Conjunctional Agreement are:

1.1.1 Barfoot & Thompson Limited Millwater ..... Branch; and

1.1.2 The introducing Agency ..... (insert name of other agency)

1.1.3 Name of licensee .....

2.0 Purchaser

2.1 Purchaser's name .....

3.0 Background

3.1 Barfoot & Thompson is the Sole Agent for the Property validly appointed by the vendor pursuant to a Sole Agency authority in writing.

3.2 The Introducing Agency wishes to introduce a prospective purchaser for the Property (the Prospective Purchaser), with a view to a transaction being effected with that purchaser through Barfoot & Thompsons agency.

4.0 Commencement

4.1 The Conjunctional Agreement will commence on the date when signed by both parties and conclude on the date the Property is sold to this buyer and the agreed commission is disbursed.

5.0 Introducing Agency's warranties and acknowledgements

5.1 The Introducing Agency warrants to Barfoot & Thompson that:

5.1.1 The Prospective Purchaser has not already been introduced to the Property by any Barfoot & Thompson licensee.

5.1.2 In the event that a transaction is effected with the Prospective Purchaser, the Introducing Agency will not:

i Directly or indirectly, acquire an interest in the Property in terms of section 134(1) of the Real Estate Agents Act 2008 (the Act); or

ii Benefit financially from the transaction, other than by receipt of a share of commission from Barfoot & Thompson.

5.1.3 The Prospective Purchaser is not a person related to the Introducing Agency, or their licensee, or Barfoot & Thompson's listing salesperson for the Property in terms of section 137(2) of the Act.

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5.2 The Introducing Agency acknowledges their fiduciary and statutory duties to act in the Vendor's best interests. Any conduct that interferes with negotiations, favours a purchaser to the Vendor's detriment, or disrupts the sales process constitutes a material breach of this Conjunctional Agreement. Upon such breach, this Agreement terminates immediately and no commission shall be payable.

5.3 The Introducing Agency agrees that they shall not use this sale, the transaction details, or the Vendor's property in any form of marketing, publicity, or promotional material, including digital or print media, without the prior written consent of the Listing Agency.

6.0 Viewing of the Property and conduct of negotiations

6.1 All inspections of the Property will be arranged through a representative of Barfoot & Thompson, and a Barfoot & Thompson representative will be in attendance during those inspections.

6.2 All offers, negotiations and other communications with the vendor will be conducted through Barfoot & Thompson.

6.3 Written offers will be drawn up on a Barfoot & Thompson Sale and Purchase Agreement.

6.4 The Introducing Agency will, prior to the presentation to the Prospective Purchaser of any contractual document relating to the Property:

6.4.1 Provide to the Prospective Purchaser, on behalf of Barfoot & Thompson, a copy of the New Zealand Residential Property Sale and Purchase Agreements Guide; and

6.4.2 Obtain from the Prospective Purchaser a signed acknowledgement of same (Section 133 Requirements)

6.4.3 Provide to the Prospective Purchaser, on behalf of Barfoot & Thompson. a copy of the Barfoot & Thompson in-house complaints process (Rule 12.2 Requirements)

6.4.4 Recommend that the Prospective Purchaser seek legal advice

6.4.5 Ensure that the Prospective Purchaser is aware that he or she can, and may need to, seek technical or other advice and information; and

6.4.6 Allow a reasonable opportunity to obtain the advice referred to above (Rule 9.7 Requirements).

6.5 The deposit is to be payable to the Barfoot & Thompson Trust account, and the Introducing Agency is to be responsible to collect the deposit.

7.0 Commission sharing

7.1 The Introducing Agency's share of the commission will be ..... /..... (Barfoot & Thompson). This will be calculated after the sales levy has been deducted as confirmed below from the total commission received and retained by the Barfoot & Thompson branch (delete either 'a' or 'b'):

~~a The Sales Levy fee $950 +GST shall be deducted before the commission split is calculated.~~

b The Sales Levy fee $950 +GST shall be deducted from the introducing Agency's share.

c Commission rate ..... .

7.1.1 Any additional deductions are to come off the total commission before the split.

Referral	$.....incl GST	or .....%
Marketing	$.....incl GST	
Other	$.....incl GST	
Total deductions	**$** .....0.00 **incl GST**	

7.2 The commission will be disbursed from the deposit held once the regulatory obligations have been met.

7.3 Barfoot & Thompson shall only be liable to pay the share of commission to the Introducing Agency upon the actual payment of commission by the vendor and receipt of the commission by Barfoot & Thompson.

8.0 Indemnity by Introducing Agency

8.1 The Introducing Agency indemnifies Barfoot & Thompson (and Barfoot & Thompson's salespeople, branch managers and/or agents) for all damages and losses (including fines and/or other penalties) arising as a result of any breach by the Introducing Agency of:

8.1.1 Any warranty contained in this Conjunctional Agreement;

8.1.2 The Section 133 Requirements;

8.1.3 The Rule 9.7 Requirements; and/or

8.1.4 Any applicable duty upon the Introducing Agency relating to representations or disclosure obligations; and

In event of any such breach, the Introducing Agency foregoes any claim to a share of commission under this Conjunctional Agreement.

Additional disclosures

Agency signed acceptance of the above (return to us by docusign or email)

Signature ..... Name .....

Agency name ..... Date ..... /..... /.....

Confirmation of acceptance of the above arrangements by Branch Manager

Signature ..... Name .....

Barfoot & Thompson Millwater ..... Branch Date ..... /..... /.....

Clear

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