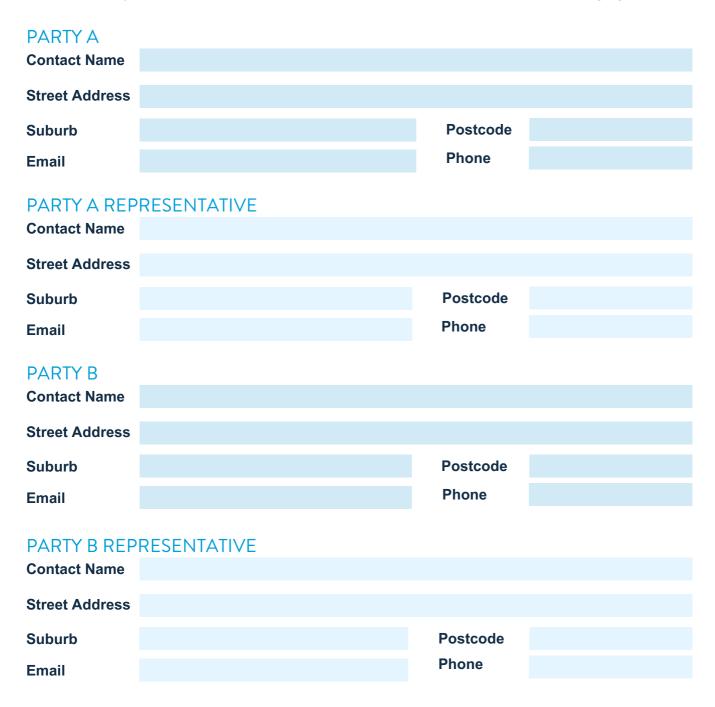


### Office use: MA

This application is a request to The Real Estate Institute of Victoria Limited (REIV) ABN 81 004 210 897 for a Family Law matter where a Court order requests the REIV to nominate a selling agent





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THE P	REMISES										
Street Address											
Suburb	)	Postcode									
Size of Premises											
m²/ha approx											
Calculation Source											
Lease		Formal Survey			Estimate						

### SELLING AGENT/AGENCY

Are there any real estate agency or agencies who have previously been appointed to sell or have provided an appraisal that would have a conflict of interest?

Party A		
Party B		

### DOCUMENTS TO BE PROVIDED TO THE REIV

Briefly describe the type of property, Eg – commercial, industrial, residential, rural; along with any improvements, and any goods to be sold.

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### SUPPORTING DOCUMENTS

- · the Court orders with the Court's seal endorsed;
- · relevant email and other correspondence between the parties

### FEES

Payment of the Security Deposit and REIV Administration Fee is required before a selling agent will be nominated. The parties each pay 50% of all fees. All figures quoted are GST inclusive.

## signed by the REIV. Fees must be paid

An Appointment number will be assigned by the REIV. Fees must be paid by EFT and the Appointment number must be used as the EFT payment reference number. Please advise when payment has been made by e-mail to the REIV quoting the Appointment Reference Number.

### **REIV Bank Details**

**FEE PAYMENT** 

Name of Account:The Real Estate Institute of Victoria Limited – Trust AccountBank:MacquarieBSB:183-334Account Number:215848037

### SIGNATURES

By signing this form you are agreeing to the Terms and Conditions of Nomination on pages 6 & 7 of this form.

### PARTY A

Name (Printed clearly)

### Signature

Date

# Non Refundable REIV<br/>Administration FeeTotal Fee50% Each\$1,000\$500

### PARTY B

Name (Printed clearly)

Signature

Date





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### HOW TO SUBMIT YOUR APPLICATION

Signed application forms and supporting documents are to be sent to the REIV in PDF form by e-mail to:

Email: <u>appointments@reiv.com.au</u>

### TERMS AND CONDITIONS OF APPOINTMENT

### **Both Parties agree:**

### Money

Before the REIV appoints a selling agent, we will:
a) pay to the REIV our respective shares of the non-refundable REIV Administration Fee.

### **The Appointment Process**

2. The REIV will appoint a suitable Selling Agent and then pass on their contact details to both parties and their legal representatives who will then be responsible for making contact to begin the selling process.

### **The Selling Agent Process**

3. We will co-operate with the Selling Agent by promptly providing information and documentation as required in the sale of the property.

4. We will promptly sign any documentation the Selling Agent reasonably requires of us:

5. Upon the agent formally accepting the REIV's nomination, we will jointly and severally co-operate with the agent during the marketing for the property and also acknowledge to:

5.1 Comply with and do all things as stipulated in any Court orders as required to market and sell the properly; 5.2 and in doing so will provide any relevant information and documentation, including, if appropriate, relevant documentation affecting the lease of the property (if applicable);

### **Agent Indemnity**

6. On the signing of this Application, we will jointly and severally indemnify and keep the agent and the agency's employees and agents indemnified against all liability, costs, expenses, or damages paid or incurred in connection with any demand or claim brought by either or both of us or our personal representatives in connection with the rental determination or the services provided in connection with the determination. This indemnity will not apply in the case of wilful, negligence or fraud on the part of the agent or agency but applies to all other conduct of the agent or agency, whether prescribed by legislation or otherwise.

#### **Applicable Law**

7. The law of Victoria applies to these terms and conditions. If a dispute arises in connection with them, we agree it will be adjudicated in the Courts or Tribunals of Victoria.



# Question & Information



03-9205-6666



appointments@reiv.com.au



reiv.com.au