

# **General Listing Agreement**

Non – Exclusive ( Open Listing.)

Please complete the General Listing Agreement Form below, sign and upload as part of your “Create Property Profile” online application together with your Certificate of Title ( Proof of Ownership) and Submit For verification and approval.

Company: Biownr Pty Ltd – T/A biownr.com.au  
Address: 28 Gramatan Avenue, Beaumaris Vic 3193  
Email: [admin@biownr.com.au](mailto:admin@biownr.com.au)  
Licence No: 082923L  
ACN: 612 344 537

Property Owner Name/s :  
Owners Postal Address:  
'Listed' Property Address:  
Property Title details:                      Vol                      Folio  
Contact Number:  
Email Address

Estimated selling price

*Director approved information that must go in Authority forms in accordance with Section 47A of the Estate Agents Act 1980.*

Agent's estimate of selling price

*(Section 47A of the Estate Agents Act 1980)*

*Note: If a price range is specified, the difference between the upper and lower amounts cannot be more than 10% of the lower amount*

<u><i>single amount</i></u>		
\$		
<u><i>or between</i></u>		
\$	<u><i>and</i></u>	\$

## **Terms & Conditions:**

- The person/s signing this document declares that they are the registered owners of the property mentioned above OR have in writing the authority given by the owner/s as per the Certificate of Title to market & sell their property.*
- By completing this form, you agree that Biownr is not an agency, but rather an online platform that distributes and publishes information about properties advertised for sale and is not involved in the direct transactions that occur between the buyer and seller. Biownr does not seek to act as an agent for either party and the seller accepts all responsibility for*

responding to all incoming property queries and all communication with potential buyers relating to the property in a timely manner and providing information with total accuracy and honesty. Biownr is not responsible for the deceptive and/or misleading behaviour of any party and the fulfilment of their contractual obligations. All queries and email communication through our platform will be forwarded to you, the owner, relating to the sale of the property you have listed and/or the auctioning of your own property. The finalising of all contracts and agreed deposits will be completed by both parties through your legal representatives or conveyancers.

- By completing this form, together with the Certificate of Title (Proof of Ownership) and your ID verification which you provided upon Login (a Selfie photo & 2 forms of ID), these documents provide permission for us to advertise your property on our affiliate websites.
- By completing this Agreement, the owner/s of the property mentioned above, appoints the online platform, Biownr, to advertise and market their property for Sale or Auction and has the right to appoint other agents with no penalty incurred.
- Appointment can be ended by either you or Biownr at any time.
- Biownr has the right to terminate this contract if you are found responsible for any fraudulent, abusive, or otherwise illegal activity. These are grounds for termination of your contract and access to our Website. You may not post or transmit any false or misleading information that may cause harm or financial loss to any interested parties. Please ensure all information provided is accurate as YOU are liable for any deceptive or misleading information provided.
- You agree to indemnify and hold us (and our related bodies corporate, directors, officers, employees, agents and contractors) harmless from any claim, action, demand, loss or damages made or incurred by your breach of the Terms mentioned on this contract as well as our terms and conditions located on our website.
- This agreement MUST be completed by the property owner/s providing authorisation for the Online Platform (Biownr), to advertise and market your property "For Sale" or "Auction" on your behalf on third party affiliate websites.
- Due to the terms and conditions of the third party affiliate websites, we are NOT permitted to disclose the vendors contact details directly on any of the affiliate websites. However, all enquiries will be forwarded onto our vendors in real time.

- All marketing costs in relation to this authority have been paid upfront PRIOR to listing (fixed Sellers package) and there are no additional costs involved in relation to this authority (NO COMMISSION paid on the Sale or Auction of this property) The only additional cost that may be incurred by the Vendor would be for any additional Advertising and Marketing ADD ON options selected AFTER the property has been uploaded OR alternatively, if any ADD ONS / UPGRADES have been selected in addition to the Seller's package whereby prices are dependent on the property size and location. These items are listed and shown as POA. (Price on application) This would be an additional expense to the Seller and a Tax invoice would be issued and emailed separately once the quotes from the third parties have been individually quoted and submitted. We would then require the additional invoice to be paid PRIOR to the ADD ON services being arranged and completed.
- Once the advertising and marketing of your property has been processed, NO refunds are accepted under any circumstances as your payments are then forwarded onto the third parties for services rendered.
- You hereby authorize & instruct Biownr.com.au to publish and list your property (including all relevant information) on all the websites selected by you as part of your package selection.
- You agree to inform Biownr.com.au immediately if the property is "Under Contract" or

when the property has been Sold and the Contract of Sale has been signed,

- Upon Sale of your property, you must provide us with a signed Contract of Sale and you must complete you Property Profile Page and change the status of your property to SOLD. This ensures that the status of the property is correctly reflected to the Website users.
- No end date required

Biownr Pty Ltd – Director Signature

Date:

Owners Signature / s

Date:

Owners Signature /s

Date:

(If there are multiple owners, all must sign)

*\*\* I acknowledge that Biownr Pty Ltd and all parties concerned regarding this agreement will accept this communication as containing my signature for the purposes of the Electronic Transactions (Victoria) Act 2000.*