

AU-PRcon01

## Property finder's agreement

**Finder:** []

**Client:** [Name]

**Date:** [Date]

This agreement is dated: [date]

The Finder is: [Company name] [registration number] (“the Finder”)

The Finder’s address is: [Company’s address]

The Client is: [company name] (“the Client”)

The Client’s address is: [company address]

The contract terms are:

## 1. Definitions

These definitions apply unless the context

“Finder’s Fee” means the agreed fee [or commission], however calculated,

“Confidential Information” means all information about the parties to this agreement, including any information which may give a commercially competitive advantage to any other person. It does not include information that it is reasonably necessary to disclose to a customer or other person

information about staff and their personal contact information,

data or information relating to properties, marketing strategies, finance, operations, customer relationships, customer profiles, sales estimates, business plans, and internal performance results

information about the intellectual property and

“Know-how”	means technical information, and other procedures and ways of working and organising which
“Land”	means any real property which is or may become the
“Property Opportunity”	means an opportunity to buy, sell or deal in Land which complies with

## 2. Interpretation

In this agreement unless the context otherwise requires.

- 2.1. A reference to one gender shall include any or
- 2.2. A reference to a person includes a ,
- 2.3. In connection with any benefit given by ,
- 2.4. A reference to a person includes reference to that person’s successors, legal representatives,
- 2.5. In the context of permission, “ ”
- 2.6. A reference to a paragraph or schedule is to
- 2.7. The headings to the paragraphs and schedules ( )

2.8. Any agreement by either party not to do or

### **3. Entire agreement**

3.1. This agreement contains the entire

3.2. Each party acknowledges that, in entering into this agreement,

3.3. Conditions, warranties or other terms implied

3.4. Nothing in this agreement shall create a partnership or

3.5. Neither party shall have, nor represent that

### **4. The basic contract**

4.1. The Finder shall seek [ ].

4.2. This agreement is personal to the Finder.

4.3. Neither party may assign or

4.4. For the purpose of this agreement a

4.4.1 the Finder has provided details of Land to the Client

4.4.2 the Client has instructed the Finder (orally  
)

4.5. The Client now agrees to

4.6. The Finder agrees that the

4.7. The Client has an obligation to inform the Finder if he has already

## 5. Finder's general duties

The Finder agrees that he will:

5.1. look after the

5.2. not disclose the name of the Client

5.3. [\[comply with the reasonable instructions](#)

5.4. not make or give any promise,

## 6. Finder's Fee: payment procedure

The Client

6.1. The sum of \$ [amount]

:

6.1.1 the sum of \$ [amount] when

;

6.1.2 the sum of \$ [amount] when

;

6.1.3 the sum equating to [number] % of

,

OR

6.2. The Client will pay the Finder's Fee to the Finder calculated as [number] % of the

,

,

OR

6.3. The Client will pay the Finder's Fee calculated as \$ [number] per

/

/

/

,

OR

6.4. The Client will pay the Finder's Fee in instalments. The first instalment of the sum \$ [ ] , [ ] % [ ] ,

6.5. If the Client buys Land adjacent to the Land introduced by the Finder, and such Land is managed as if it

6.6. If the Client fails to pay Finder's Fee [or any money] due [ 8 ] %

6.7. In all questions of currency conversion, the conversion calculation shall be made

6.8. All sums payable under this agreement are exclusive of any goods and

## 7. Termination

Either party may terminate this agreement:

7.1. On [one]

7.2. Immediately, if the other party has committed a serious [ 28 ];

7.3. Immediately, if a receiver or ( )

7.4. Any termination of this agreement shall be without prejudice to

7.5. Termination shall not affect the right of Finder to any Finder's [ ]

## 8. Confidential Information

In respect of the Confidential

:

8.1. use his best endeavours

;

8.2. not store, copy, or use the Confidential

[ . . . .];

8.3. not use or disclose Confidential Information except to

;

8.4. explain to all relevant employees agents and sub-contractors about

8.5. from the date of this agreement until five years after termination date,

8.6. This paragraph does not apply to disclosure:

8.6.1 made by order of the court;

8.6.2

;

8.6.3

8.7.



## 9. Limitation of liability

9.1. ,

9.2.

9.3.

9.3.1 indirect or consequential loss; or

9.3.2 , ;

9.3.3

9.4. ,

9.5.

, \$ [ 10 , 000 ]. ,

## 10. No competition

10.1.

, , , ,  
.  
10.2.

, ,  
.  
10.3.

## 11. The Guarantor

[ ]

11.1. The Guarantor hereby irrevocably gives the following guarantees:

11.1.1 ;

11.1.2 ;

11.1.3 ,

11.2.  
,  
,  
.

## 12. Miscellaneous matters

12.1.

12.2.

12.3.

12.4.

12.5.

12.6.

12.7.

12.8.

12.9.

It shall be deemed to have been delivered:

;

72 ;

- : 24

-

.

12.10.

,

.

12.11.

.

12.12.

,

.

12.13.

.

12.14.

.

12.15.

,

[ ]

[ ].

**Signed by** [Finder's personal name], on behalf of [company name] as its representative who personally accepts liability for the proper authorisation to enter into this agreement:

**Signed by [personal name],** duly authorised for the Client:

**Signed by the guarantor [personal name],** duly authorised for the Client: (the  
“Guarantor)

## **The Schedule: Description of acceptable Property Opportunities and rate of payment to Finder**

**Here set out :**

**Full description of Land / property sought:**

extent

location

area

cost

necessary characteristics

**and as to payment, if not set out already in the body of the agreement**

method of calculation of payment

basis of calculation

any adjustments to the calculation

when the payment is due

## Explanatory notes:

### Property finders' agreement

## General notes

1. We have drawn this agreement very widely. It covers many types of business. You will see that there are a very large number of variables. You can therefore choose whether you wish to settle your agreement in terms of
2. Terms may overlap to give you the option of which to choose. This agreement has been drawn to be tough on your counter party. We have assumed he may be far away and that you may not be able to control his day to day activities. It follows that if your counter party is "friendly" he will certainly wish to see many of

## Paragraph specific notes

Drafting Notes following the numbered paragraphs

### 1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

We have used the term "Property Opportunity" to define the work, services you provide to the client. This is quite generic term

By all means use the search/replace function in your word processor to change them. If you do change a defined term, make sure it

Remember too, that when a word or phrase is defined, the defined meaning capitalised, takes precedence over the

### 2. Interpretation

Leave these items in place unless there is a good reason to edit or remove.  
Each of these items has been carefully considered

### **3. Entire agreement**

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If

### **4. The basic contract**

This paragraph is concerned with the basics of what each side is expected to do and not do.

### **5. Finder's general duties**

This is the place to enter all matters relevant to your control of the Finder.

### **6. Finder's Fee: payment procedure**

There is no limit to the possible ways to pay a property finder.

### **7. Termination**

You need to be able to terminate if the relationship doubts or your client finds nothing. However, he is unlikely to sign to a deal which could enable you to terminate and walk away just before you are due to

### **8. Confidential Information**

We have included this paragraph because a business has so many secrets



” “

9. **Limitation of liability**

This paragraph

10. **No competition**

We have no comment.

11. **The Guarantor**

This is an optional paragraph and

We have provided for a guarantor. However,

12 **Miscellaneous matters**

A number of special points. We have identified each of these as

**The schedule**

It is absolutely essential

**End of notes**