

AUTHORITY TO ACT AS AUCTIONEER



_____ (“the Agent”)
of _____ (Address)
acting under written instructions from the Vendor(s):

_____ (Vendor(s) name(s))
(as identified in the Sales Agency Agreement)

HEREBY APPOINTS _____ (“the Auctioneer”)
of _____ (Address)

to act as the Auctioneer in relation to the proposed public auction of the property situated at:

_____ (“the Property”)

to take place at *the Property / * _____

on _____ at _____ (*am/pm) (date and time of auction)

In consideration of the Auctioneer agreeing to act as Auctioneer of the Property, the Agent undertakes and agrees to:

1. Pay to the Auctioneer a fee of \$ _____ (“the Auction Fee”)
*by / on _____ (date for payment of fee).
2. Provide to the Auctioneer no later than three (3) days prior to the commencement of the auction:
 - a copy of the Contract documentation;
 - a copy of the Section 7 Statement (Form 1) duly completed and signed by the Vendor and the Agent;
 - a copy of the Certificate of Title;
 - copies of all other relevant notices and documents relating to or affecting the Property;
 - copies of all marketing information for the Property; and
 - a statement by the Agent containing all other relevant information affecting the Property (including a complete and accurate description of the Property).
3. Provide to the Auctioneer prior to the auction commencing, written notification of the Vendor’s acceptable price as indicated in the sales agency agreement for auctioning residential land and the Vendor’s Reserve Price.
4. Fully indemnify the Auctioneer and keep the Auctioneer fully indemnified against any claim, demands, proceedings and costs and fees arising from:
 - the correctness, completeness and accuracy of any document or information provided by the Agent to the Auctioneer; and
 - the failure to obtain or to provide to the Auctioneer or any third party (whether through the fault or otherwise of the Agent or of any other person) any document or information relating to or affecting the Property or the auction.
5. Brief the Auctioneer prior to the time of auction about pertinent facts in relation to the Property (including the buying benefits) to assist with the Auctioneer’s presentation.
6. Bear the costs of and incidental to the auction.
7. Sign the contractual documentation immediately after a successful auction under the Vendor’s written authority or arrange for the Vendor to immediately sign such documentation.
8. Pay to the Auctioneer a cancellation fee of \$ _____ in lieu of the Auction Fee where the Auctioneer is advised prior to the auction date that the Property is withdrawn from sale.

*(*strike out as applicable)*

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The Auctioneer acknowledges and agrees to:

1. Act in accordance with instructions of the Agent.
2. Conduct the Auction in accordance with the Public Auction of Real Property Terms and Conditions jointly published by the Real Estate Institute of South Australia Incorporated and the Society of Auctioneers and Appraisers (SA) Incorporated.
3. Comply with any applicable legislative requirements in respect of the sale and auction of the Property.
4. Communicate with the Agent at least once prior to the date of the Auction in relation to an inspection of the Property or receipt of brochure information after this Appointment has been signed.
5. Attend the place of Auction before the advertised time of commencement with sufficient time to complete any Auctioneer duties including the inspection of the Property and to receive any final instructions from the Agent.
6. Use his or her best endeavours as the Auctioneer to assist the Agent to achieve a successful sale at the highest possible price.
7. Act in a professional manner at all times when dealing with the Vendor, prospective purchasers and the successful bidder at the Auction; and

Auctioneer warranty

8. warrant that he/she is registered as an Auctioneer under the *Land Agents Act 1994* and will indemnify the Agent against any claims, proceedings, costs or penalties arising from a breach of this warranty.

Signed by the Agent

Name

Date

Signed by the Auctioneer

Name

Date

OFFICE USE ONLY	Copy to Agent <input type="checkbox"/>
	Copy to Auctioneer <input type="checkbox"/>
	Copy to Vendor <input type="checkbox"/>