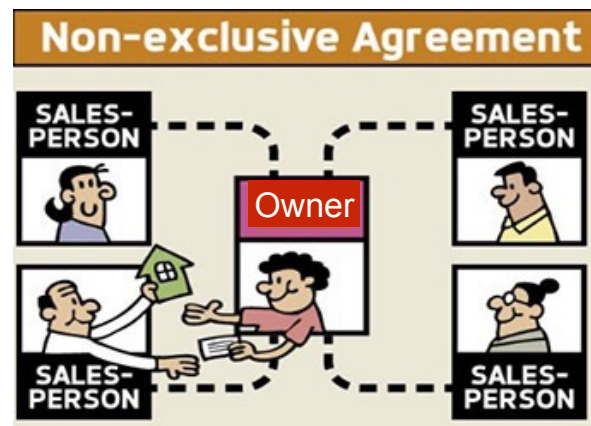


Non-sole / non-exclusive appointment (Open Listings)

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- Owner appoints **more than 1 agent** to market the property. He is willing to deal with any agents who can introduce buyer/tenants to him. There is no limit as to the maximum number of agents he can appoint.
- Only agent who did the successful closing gets the commission. i.e. Agent who **effectively cause** the deal to go through or agent has **instrumented** the deal gets the commission; i.e. without this agent, the deal would not have been successful.
- There is no expiry date for non-exclusive agreements, The agency agreement is automatically terminated once the property is sold/rented or upon withdrawal by the client.



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Exclusive Agency Appointment

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- Owner **appoints only 1 estate agent** to market the property.
- Owner agrees not to sell the property himself
- If owner were to sell the property himself or through another agent, he will still need to pay commission or reimbursement or compensation to the exclusive agent.
- Therefore once he has appointed the exclusive agent, he has agreed to deal with only 1 agent.
- The validity period for an exclusive agreement is up to a maximum of 3 months. The exclusive agreement can be renewed upon expiry. But each renewal must not exceed 3 months.



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Sole Agency Appointment

- Owner appoints only 1 estate agent to market the property but owner reserves the right to market the property himself.
- If owner were to sell the property himself, he needs not pay commission.
- Sole agency agreement is often used by developers for uncompleted projects. Should the developer sell some units themselves, say to their business partners, they need not pay the sole agent commission.
- However, the developer agrees not to engage any other estate agent unless it is under joint sole marketing agencies appointment.



Joint sole marketing agents

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What is co-broking?

Seller's /
Landlord's
Agent



co-operate



Buyer's /
Tenant's
Agent

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- 2 Salespersons are involved in the same property transaction and are working together to achieve the best possible outcome in price or rent for their respective clients. Dual representation is not allowed. i.e. one agent cannot represent both parties in one transaction.
- The sharing of the fee between two representing estate agents/salespersons should be mutually agreed upfront upon having regard to their duties to act in their respective client's best interest. CEA does not determine how the co-brokerage fee should be shared between the 2 estate agents. Small Claim Tribunals (SCT) does not handle claims on co-broking. The 2 salespersons will have to either settle the co-broking disputes amicably or through other courts but not SCT.
- If the buyer and seller has each engaged a salesperson (e.g. in a HDB transaction) and agreed to pay commissions to their respective salespersons, there shall be no further co-brokerage fee over and above the commission paid. Salesperson must not collect commission from co-broker and client; **can only collect fee from 1 party.**
- Salespersons are encouraged to co-broke so as to act at best interest of client.

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