

# Reservation Agreement



**PROPERTY: FRESH WATER CREEK  
MANGO HILL QLD 4509**

Unit/Apt No: \_\_\_\_\_ Purchase Price: \$ \_\_\_\_\_

Holding Deposit: \$5000\*

Full Deposit: \$ \_\_\_\_\_ Due Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Estimated Settlement Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Purchaser's Details**

Name(s): \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Home Ph: \_\_\_\_\_ Bus Ph: \_\_\_\_\_ Mob: \_\_\_\_\_

Email: \_\_\_\_\_

I would like to receive information regarding products, services and industry news from the Money Choice Group of Companies.

**Agent's Details**

MCPS  Other \_\_\_\_\_

**Purchaser's Solicitors**

Nicholsons  Gibsons  Other \_\_\_\_\_

Other contact details: \_\_\_\_\_

Please complete this property reservation agreement and submit the form to Money Choice Property Solutions Pty Ltd by fax or email.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

By signing this Reservation Agreement you (the Purchaser) acknowledge that:

1. Money Choice Property Solutions Pty Ltd (hereinafter referred to as "MCPS") is an Estate Agent as defined by the Estate Agents Act 1980 (Vic);
2. MCPS may or may not be the Estate Agent responsible or authorised for the sale of the Property;
3. Where MCPS is not the Estate Agent responsible or authorised for the sale of the property it may be entitled to receive an introduction/referral fee from the Estate Agent or the Vendor or Developer for introducing you to the Property or any other property within the sale portfolio of the Agent, Vendor or Developer;
4. MCPS does not warrant that by entering into this Reservation Agreement that you will be the purchaser of the Property nor that the property is available for sale;
5. MCPS has not provided you with any legal, financial, taxation or other advice in relation to this agreement, the purchase of property and or any contemplated financing;
6. MCPS has advised you to undertake your own due diligence including seeking of independent legal, financial and taxation advice in relation to this Agreement, the purchase of the Property and any contemplated financing.
7. MCPS advises that you should seek legal advice prior to signing any Contract of Sale for the purchase of the Property.
8. The Purchaser authorises MCPS to correct any errors and complete any missing information and return it to you for approval within two days of receipt.

\*Within two days of submitting this reservation form, please deposit your holding deposit into:

- MCPS Sales Trust Account
- BSB: 063 166
- ACCOUNT: 10179053
- REFERENCE: Purchaser's Name

Please email/fax evidence of payment to Money Choice Property Solutions Pty Ltd Fax 03 9419 7454 or email mcps@moneychoice.com to enable us to link your holding deposit to the selected reserved property.

**For Office Use**

R1: \_\_\_\_\_ %

R2: \_\_\_\_\_ %

Entered MCPS: \_\_\_\_/\_\_\_\_/\_\_\_\_

Entered MC: \_\_\_\_/\_\_\_\_/\_\_\_\_

**PLEASE FAX TO 1300 009 303 OR EMAIL TO mcps@moneychoice.com**

## Reservation Agreement

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### SCOPE OF THE AGREEMENT

Money Choice Property Solutions Pty Ltd ("MCPS") has negotiated with the vendor or selling agent ("vendor") of the property referred to above a limited opportunity to present certain properties to its purchaser clients to enable those clients to engage in exclusive negotiations with the vendor with a view to entering into a purchase contract for those properties. By executing this reservation agreement and paying the holding deposit to MCPS you the client will be entitled to negotiate through MCPS to purchase the property free of competition from other interested purchasers for such time as the vendor has agreed to allow MCPS to introduce purchasers on an exclusive basis. MCPS makes no representation as to the duration of the exclusive period so negotiated and relies upon the assurances of the vendor and the vendor's good faith in honouring its representation to MCPS that it will treat MCPS's clients in this manner. You agree that you will not hold MCPS responsible for nor make any claim for compensation against MCPS arising from any failure of the vendor to deal exclusively with you through MCPS or to do so for any particular period.