

September 2020

OPENN NEGOTIATION CONTRACT PREPARATION

Set out below are instructions for correctly preparing the documentation for an Openn Negotiation, and an explanation of the Openn Negotiation Sales Process generally.

Listing and Contract Preparation

1. The Vendor and Agent agree and execute your standard Auction Agency Agreement. It should include and reference Annexure A – Authority to conduct the sale of land by Openn Negotiation and Sellers Execution and Exchange Authority.
2. The Vendor and Agent sign the standard Agency Agreement as usual and Annexure A
3. The Vendor / Agent instruct the Vendor's Solicitor to prepare the Contract for Sale of Land for an Auction. Consideration that allows buyers to have varied settlement days and deposit amounts within the vendors acceptable limits can be acknowledged at this time. The Vendor may also choose to allow bidders to participate who require the Contract to be subject to finance. A draft "subject to finance" clause is available in the Certified Agents User Guide which can be provided to the Vendors solicitor. The clause must not be added to the Contract by the Vendor or the Agent unless the Vendor's solicitor has agreed to its addition.
4. Once the Agent receives the Contract for Sale of Land from the Vendor's Solicitor, the Agent is now ready to commence the open home and marketing program.

Securing Qualified Bidders

1. A prospective buyer can become qualified to bid on the property by going to www.openn.com.au or downloading the Openn Negotiation App and placing a pending bid. The pending bid can be lower than what they think the property is worth;
2. To qualify a bidder, the agent needs the bidder to complete and sign the Buyers Authority to Bid and Terms of Use.
3. The Agent should provide and or make available all of the necessary documentation as required by legislation for an auction i.e.
 - a. Contract for Sale of Land;
 - b. The Bidders Guide
 - c. Any other documentation

4. The Agent will discuss the documents with the Bidder. In the event the bidder has no amendments required, the Bidder may be confirmed as a Qualified Bidder and their bid accepted on the App, provided the Agent is in receipt of:
 - a. Buyers Authority to Bid and Terms of Use signed by the Bidder;
 - b. All documents in compliance with the Property, Stock and Business Agents Act and Property, Stock and Business Agents Regulations, including:
 - i. Contact details;
 - ii. Proof of identity documents;
 - iii. Registered Bidder requirements; and
 - iv. Confirmation from the Bidder of receipt of the Bidder's Guide.

5. If the Bidder has the Contract for Sale of Land and Buyers Authority to Bid and Terms of Use reviewed by their Solicitor, any amendments in respect of the proposed terms are discussed and agreed in writing between the Bidder and Vendor's solicitor. Once agreed and the agent has received necessary correspondence, the Bidder may be confirmed as a Qualified Bidder and their bid accepted on the App.

Execution and Exchange of the final Contract

1. Pursuant to the both the Buyer's and Seller's Contract Execution and Exchange Authority, the Qualified Bidder who has become the Buyer and the Seller appoint:
 - a. The Auctioneer to complete the front-page details (being those permissible items within the marked black box or the relevant reference schedule) of the Contract on behalf of the Buyer;
 - b. The Auctioneer to execute the Contract for Sale and Purchase of Land on behalf of the Buyer;
 - c. The Vendor's Agent/Auctioneer to complete the exchange of Contracts for Sale of Land on behalf of the Vendor and the Buyer;
 - d. The Vendor's Agent, following exchange, to deliver to the Buyer's Solicitor/Conveyancer, the exchanged and executed Contract for Sale and Purchase of Land in preparation for settlement.

Yours faithfully