

**ESTATE AGENCY AGREEMENT FOR LEASING OF
RESIDENTIAL PROPERTIES IN HONG KONG
(for use between an estate agent and a landlord)**

FORM 5

GENERAL CAUTION: Read this Agreement carefully and follow its instructions. If you do not understand any thing in this Agreement then ask for an explanation to be given. If you do not understand or agree with any explanation given then it is best to consult your solicitor before signing this Agreement.

Information note: Where any thing in this Agreement is followed by a number in brackets (e.g. ⁽¹⁾), then immediately read the explanatory note that bears that number in Schedule 4 to this Agreement. Where any thing in this Agreement refers to a Schedule to this Agreement, then immediately read that Schedule.

1. Appointment of Agent and Validity Period of this Agreement

I/We, _____ (“Landlord”), appoint _____ (“Agent”⁽²⁾) subject to and in accordance with the terms of this Agreement to act as my/our exclusive⁽³⁾/non-exclusive⁽¹⁾ agent in the marketing for letting purpose of _____ (“Property”). This Agreement shall take effect on _____ (D/M/Y) and expire on _____ (D/M/Y) (both days inclusive) (“Validity Period”).

[CAUTION: In the case of exclusive agency, the Landlord may be liable to pay commission to the Agent even if the Property is not let through the Agent within the Validity Period. The Landlord should therefore consider carefully when he enters into an exclusive agency relationship with the Agent. Special obligations to be performed by the Agent under exclusive agency may be specified as extra terms under clause 12.]

2. Agency Relationship and Duties of Agent

The Agent agrees with the Landlord that –

- (a) the agency relationship between them shall be a single agency/dual agency/potentially dual agency⁽³⁾⁽¹⁾;
- (b) in the case of dual agency, the Agent shall as soon as is practicable disclose in writing to the Landlord the amount or rate of commission to be received by the Agent from a tenant;
- (c) in the case of potentially dual agency, the Agent shall as soon as is practicable after dual agency arises disclose in writing to the Landlord such agency relationship and the amount or rate of commission to be received by the Agent from a tenant; and
- (d) The Agent’s duties shall be as set out in Schedule 1 to this Agreement, in addition to the duties placed on the Agent by this Agreement or any enactment.

3. List Rental [CAUTION: The Landlord does not confer upon the Agent, by virtue of this clause, the right to accept an offer on behalf of the Landlord. The list rental is for the purpose of listing and advertising only.]

The list rental shall be Hong Kong Dollars _____ (HK\$ _____) per month inclusive/exclusive⁽¹⁾ of rates and management fee. The list rental can only be varied with written instructions of the Landlord and such instructions shall form part of this Agreement.

4. Commission

The provisions of this Agreement applicable to the commission to be paid by the Landlord to the Agent shall be as set out in Schedules 2 and 4 to this Agreement⁽⁴⁾.

5. Property Information

The Agent shall provide to the Landlord the Leasing Information Form prescribed under the Estate Agents Practice (General Duties and Hong Kong Residential Properties) Regulation duly completed and signed by the Agent.

6. Property Inspection

- (a) The Landlord agrees to allow viewing of the Property by the Agent/tenant(s)⁽¹⁾ at a mutually agreeable time.
Yes No ⁽⁸⁾
- (b) The Landlord agrees to pass the keys of the Property to the Agent for safe custody and for the viewing of the Property.
Yes No ⁽⁸⁾
- (c) The Landlord authorizes the Agent to pass the keys to other estate agents/persons⁽¹⁾ for the viewing of the Property.

Yes No ⁽⁸⁾

7. Sub-listing

- (a) The Landlord authorizes the Agent to sub-list the Property and pass relevant information about the Landlord and the Property supplied by the Landlord to other estate agents for sub-listing purposes.
Yes No ⁽⁸⁾
- (b) If the Agent sub-lists the Property to another estate agent (“sub-listing agent”), the Agent shall ensure that the sub-listing agent shall observe the Estate Agents Practice (General Duties and Hong Kong Residential Properties) Regulation regarding advertising.

8. Advertising

- (a) The Landlord authorizes the Agent to issue advertisement in respect of the Property.
Yes No ⁽⁸⁾
- (b) If the answer to the above is “yes”, then the advertising fees will be borne by the Agent unless otherwise specified in this Agreement.

9. Disclosure of Interest by Agent

- (a) The person signing this Agreement on behalf of the Agent discloses that he or his specified relative⁽⁵⁾, or any nominee of his or of his specified relative, or the Agent or any employee/substantial shareholder⁽⁶⁾/ partner/director of the Agent has a pecuniary or other beneficial interest⁽⁷⁾ in the Property:
Yes No ⁽⁸⁾
- (b) If the answer to the above is “yes”, then the particulars of the interest must be specified in Schedule 3 to this Agreement.
- (c) The person signing this Agreement on behalf of the Agent shall as soon as is practicable disclose in writing to the Landlord any interest referred to in paragraph (a) above that may arise during the Validity Period.

10. Acknowledgement by Landlord

The Landlord acknowledges that he has –

- (a) read and understood the terms of this Agreement; and
- (b) ⁽⁸⁾ received the Leasing Information Form required to be provided under clause 5 of this Agreement.
⁽⁸⁾ agreed to receive the Leasing Information Form before entering into a binding lease between the Landlord and a tenant.

11. Schedules

The Schedules to this Agreement form part of this Agreement.

12. Extra Terms [CAUTION: These extra terms cannot conflict with or limit the other terms of this Agreement.]:

Signature of the Landlord:	Signature of the estate agent/salesperson signing for and on behalf of the Agent:
Hong Kong identity card(s) number(s): (if applicable)	Name and licence number of the signatory:
Where the Landlord is a company, please state:	
Name of the Signatory: Position of the Signatory: Business Registration Certificate number of the Landlord:	Number of Agent’s statement of particulars of business:
Address:	Address:
Telephone number: Fax number: Date:	Telephone number: Fax number: Date:

[CAUTION]: Immediately after this Agreement has been signed, the Landlord must be given the original or a copy of this Agreement as signed.]

Schedule 1
Duties of Agent

The Agent shall –

- (a) market the Property on behalf of the Landlord;
- (b) obtain information in relation to the Property for the Landlord;
- (c) arrange for tenants to inspect the Property;
- (d) conduct negotiation and submit all offers in relation to the Property to the Landlord; and
- (e) assist the Landlord in entering into a binding lease with a tenant.

Schedule 2
Commission to be Paid by Landlord

1. Subject to section 2 of this Schedule, if during the Validity Period the Landlord through the Agent enters into a binding lease with a tenant in respect of the Property then the Landlord is liable to pay the Agent commission in the amount of \$ _____/at the rate of _____ % of the transacted rental⁽¹⁾ :-
 ⁽⁸⁾ upon the signing of the lease.
 ⁽⁸⁾ upon the commencement of the tenancy as specified in the lease.
2. Subject to section 3 of this Schedule, the Landlord shall have no obligation to pay any commission to the Agent if commencement of the binding lease falls through without fault on the part of the Landlord and, in such case, if the commission has already been paid it shall be refunded by the Agent to the Landlord as soon as is practicable and in any case not later than 5 working days from the commencement date of the lease with interest/without interest⁽¹⁾.
3. The commission shall become payable to the Agent in the case of mutual cancellation of the binding lease not arising from any provisions of the lease.
4. The Landlord is not liable to pay any commission to other estate agents with whom the Agent co-operates in letting the Property.

Schedule 3
Interests in Property

In accordance with clause 9 of this Agreement, particulars of the pecuniary or other beneficial interests⁽⁷⁾ in respect of the Property are as follows:

Schedule 4
Explanatory Notes

- (1) This means delete whichever is inappropriate. All deletions must be initialled.
- (2) Enter the name of the estate agency business entity concerned in clause 1 of this Agreement.
- (3) Exclusive Agency – this means the Agent is the only estate agent acting for the Landlord. If during the Validity Period the Landlord enters into a binding lease with a tenant in respect of the Property through another estate agent, the Agent has a right to claim commission as specified in section 1 of Schedule 2 from the Landlord.
Single agency – this means the Agent acts for the Landlord only.
Dual agency – this means the Agent acts for both the Landlord and a tenant of the Property.
Potentially dual agency – this means the Agent acts for the Landlord only but may also act for a tenant of the Property at a later stage.
- (4) The amount or rate of commission is negotiable between the Landlord and the Agent.
- (5) Specified relative – this means the spouse, parent, child, brother or sister.
- (6) Substantial shareholder – this means a person who is entitled to exercise or control the exercise of 10% or more of the voting power at any general meeting of the Agent.
- (7) Having a pecuniary or other beneficial interest includes:
 - (a) being a member of a company or any other body which has a pecuniary or other beneficial interest in respect of the Property;
 - (b) being in partnership with or is in the employment of a person who has a pecuniary or other beneficial interest in respect of the Property; or
 - (c) being a party to any arrangement or agreement (whether enforceable or not) concerning the Property.
- (8) Tick the relevant box.