

The Private Sale Company Limited – Accelerator Mentor Agreement (Ref: 26/03-50-US)

Definitions:

In this agreement, 'TPSC' refers to The Private Sale Company Limited, and all pricing for TPSC Flat Rate Success Fees excludes GST.

1. Exclusive Agreement:

- I/we understand that by signing this agreement, I/we are entering into an ACCELERATOR MENTOR PROGRAM MEMBERSHIP and an exclusive until sold property agreement with TPSC. This agreement allows TPSC to assist me/us in preparing, marketing, coaching, mentoring, recommending and privately selling my/our property with the assistance of the TPSC team.
- I/we acknowledge that TPSC is a marketing company and not a Real Estate Agent or Agency, and TPSC is not registered with The Real Estate Authority. I/we fully understand that TPSC's role is to purely provide me with education, guidance and support for me to prepare my own property and sell my own property.
- During this period, I/we agree not to sign-up, engage, negotiate or establish any verbal or conjunctive agreement whatsoever with any Real Estate Agent or Real Estate Agency, or any other private sale company or property company whatsoever.
- I/we provide/assign authority and permission for TPSC to market my/our property in branding, wording, photo selections including position, size, look, design and presentation. I understand TPSC retains full and final creative control of my/our marketing campaign on their platforms and websites in all areas.

2. Client Warrants:

I/we hereby warrant that:

- I am/we are the legally registered owner(s) of the property I am/we are selling, and I/we have the authority and capacity to proceed legally with the sale under New Zealand law.
- I/we will fully disclose any faults, non-compliant works or issues with my/our property to TPSC and all potential buyers. I/we understand that failure to disclose important information may lead to legal action against me/us, for which I am entirely financially responsible for, and for which TPSC accepts no liability.
- I/we have obtained or will obtain all relevant legal, accounting/tax, Council documentation - including LIM and Title and any other technical advice concerning the sale of my/our property before listing it.
- I/we fully understand that I am/we are 100% responsible for the decisions made in the process of selling my/our property, and I/we will not hold TPSC responsible for these decisions whatsoever. TPSC makes no guarantees or warranties regarding the successful sale or sale price of my/our property.
- I/we understand when I/we sign up to become a member of the TPSC Accelerator Mentor Program to sell my/our property, if I/we own additional properties, potentially in the same vicinity of the property being marketed through TPSC, I/we understand if I/we sell any of other properties to a private buyer obtained and/or during my/our TPSC marketing campaign or on the Accelerator Mentor Program, then I/we agree to pay an additional TPSC standard success fee (stated on the TPSC Success Fee Table on our website: www.theprivatesalecompany.co.nz) on additional properties, on the unconditional date of its sale.
- I/we understand that TPSC may provide contractors to help prepare my/our property and/or market it. Decisions and outcomes related to these contractors are entirely my/our responsibility, and I/we agree not to hold TPSC responsible for these decisions.

3. Professional Advisors & Private Sale Consultants:

- I/we understand that TPSC will NOT provide financial, legal, or other technical advice but can provide recommendations for professional advisors such as but not limited to Mortgage Brokers, Lawyers, Financial Planners, Private Sale Consultants and Property Valuers certified under New Zealand law.
- TPSC may introduce vendors to independent private sale consultants. These consultants operate as independent contractors and are not employees, agents of TPSC. All communication, recommendations and support provided by these contractors is conducted directly between the vendor and consultant, and TPSC holds no liability for their recommendations actions or outcomes whatsoever.
- I/we will not hold TPSC responsible for the outcomes of my/our decisions related to these recommendations.

4. Property Viewings and Legal Obligations:

- I/we acknowledge that any property viewings or open homes that I/we arrange are at my/our own risk.

- If the property is tenanted, I am/we are responsible for meeting my/our legal obligations to the tenants.

5. Payments:

- Under the Accelerator Mentoring Program, upon successfully selling my/our property to a new buyer, I/we are required to pay 50% of the standard TPSC Flat Rate Success Fee plus GST based on the current Government Capital Value (CV or GV) of my/our property on the Unconditional Date of the sale (please see TPSC Flat Rate Success Fee Table on our website: www.theprivatesalecompany.co.nz)
- I/we agree to inform TPSC within 24 hours of signing a Sale and Purchase Agreement with a new buyer.
- During the following 12 months of this agreement ending, I/we agree that in the event my/our property is sold privately to a buyer, I/we agree to pay 50% of the TPSC Flat Rate Success Fee plus GST based on the current Government Capital Value (CV or GV) stated within this agreement. If I do not pay this fee within 7 days of the unconditional date I agree to pay 100% of the TPSC flat-rate Success Fee plus GST..
- I/we acknowledge that I/we pay any additional costs of any property preparations, including additional Contractors (e.g., Builders, Plumbers, Painters, Landscapers), optional extras, add-ons, and marketing costs associated with the sale of my/our property.

6. Use of Photographs and Video:

I/we hereby authorise TPSC to use any photographs and/or video on all social/online platforms and physical forms to promote and market my property and TPSC in perpetuity.

7. Termination:

TPSC reserves the right to terminate this agreement without refund whatsoever, with immediate effect if TPSC believes I am/we are in breach of the terms of this agreement or TPSC's terms and conditions.

8. Acknowledgment:

I/we have carefully read and fully understand the above statements. I/we have had at least five working days to consult my/our legal and other professional advisors on this agreement.

Full Name of Client:

Address of Property for Sale:

TPSC Success Fee: (-50%)

Marketing Package: ACCELERATOR PROGRAM

Client Signature:

Date Signed:

Name of TPSC Representative:

Signature of TPSC Representative:

This Agreement Commences on the following Date: / /

*This agreement has full copyright to The Private Sale Company Limited 2026/2027