

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

FORM 6

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 5 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, _____ (“Tenant”), appoint _____ (“Agent”⁽²⁾) subject to and in accordance with the terms of this Agreement to act as my/our agent in the intended renting of the properties listed in Schedule 1 to this Agreement (“Properties”). This Agreement shall take effect on _____ (D/M/Y) and expire on _____ (D/M/Y) (both days inclusive) (“Validity Period”).

[**CAUTION** : It is recommended that the Validity Period should be not more than 3 months.]

2. Agency Relationship and Duties of Agent

The Agent agrees with the Tenant that –

- Tenant's initial _____ Agent's initial _____
- (a) the agency relationship between them in respect of the Properties shall be a _____ single agency
dual agency _____ potentially dual agency⁽³⁾ as specified in column 4 of Schedule 1 to this Agreement;
 - (b) in the case of each dual agency, the Agent shall as soon as is practicable disclose in writing to the Tenant the amount or rate of commission to be received by the Agent from the relevant landlord;
 - (c) in the case of each potentially dual agency, the Agent shall as soon as is practicable after dual agency arises disclose in writing to the Tenant such agency relationship and the amount or rate of commission to be received by the Agent from the relevant landlord; and
 - (d) The Agent’s duties shall be as set out in Schedule 2 to this Agreement, in addition to the duties placed on the Agent by this Agreement or any enactment.

3. Commission

The provisions of this Agreement applicable to the commission to be paid by the Tenant to the Agent shall be as set out in Schedules 1, 3 and 5 to this Agreement⁽⁴⁾.

4. Property Information

The Agent shall provide to the Tenant in respect of the Properties all relevant Leasing Information Forms prescribed under the Estate Agents Practice (General Duties and Hong Kong Residential Properties) Regulation –

- (a) obtained from the respective landlords’ licensed estate agents in the case of single agency;
- (b) duly completed and signed by the Agent in the case of dual agency or where a landlord is not represented by a licensed estate agent,

unless the Tenant expressly waives his right to receive any of them.

5. Disclosure of Interest by Agent

- (1) 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 Properties:
Yes ☐ No ☐ ⁽⁸⁾
- (2) If the answer to the above is “yes”, then the particulars of the interest must be specified in Schedule 4 to this Agreement.
- (3) The person signing this Agreement on behalf of the Agent shall as soon as is practicable disclose in writing to the Tenant any interest referred to in paragraph (a) above that may arise during the Validity Period.

6. Acknowledgement by Tenant

The Tenant acknowledges that the Tenant has –

- (a) read and understood the terms of this Agreement; and
- (b) received all relevant Leasing Information Forms required to be provided under clause 4 of this Agreement which the Tenant has not expressly waived his right to receive.

7. Schedules

The Schedules to this Agreement form part of this Agreement.

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

Signature of the Tenant:

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 Tenant is a company, please state:

Name of the Signatory: _____
Position of the Signatory: _____
Business Registration Certificate number of the Tenant: _____

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 Tenant must be given the original or a copy of this Agreement as signed.]

**Schedule 1
Properties**

Properties	Date of inspection (please specify if Tenant agrees not to inspect)	Tenant waives his right to receive Leasing Information Forms (Tick relevant box)	Agency Relationship (Tick relevant box and delete whichever is inappropriate)	Amount or rate of commission to be paid by landlord, if applicable	Amount or rate of commission to be paid by Tenant	Signature of Tenant*
(a)		Yes ☐ No ☐	Single ☐ Dual Potentially dual ☐			
(b)		Yes ☐ No ☐	Single ☐ Dual Potentially dual ☐			
(c)		Yes ☐ No ☐	Single ☐ Dual Potentially dual ☐			
(d)		Yes ☐ No ☐	Single ☐ Dual Potentially dual ☐			
(e)		Yes ☐ No ☐	Single ☐ Dual Potentially dual ☐			
(f)		Yes ☐ No ☐	Single ☐ Dual Potentially dual ☐			
(g)		Yes ☐ No ☐	Single ☐ Dual Potentially dual ☐			
(h)		Yes ☐ No ☐	Single ☐ Dual Potentially dual ☐			
(i)		Yes ☐ No ☐	Single ☐ Dual Potentially dual ☐			

* The Tenant must sign separately for each property listed.

Schedule 2

Duties of Agent

The Agent shall –

- (a) obtain information in relation to the Properties for the Tenant;
- (b) arrange for the Tenant to inspect the Properties if requested to do so by the Tenant;
- (c) conduct negotiation and submit all offers to the landlords of the Properties as instructed by the Tenant; and
- (d) assist the Tenant in entering into a binding lease with the landlord of any one or more of the Properties.

Schedule 3

Commission to be Paid by Tenant

1. Subject to sections 2 and 5 of this Schedule, if during the Validity Period the Tenant through the Agent enters into a binding lease with the landlord in respect of one or more of the Properties then the Tenant is liable to pay the Agent commission :
 - ☐ ⁽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 Tenant 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 Tenant and, in such case, if the commission has already been paid it shall be refunded by the Agent to the Tenant 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⁾.

Tenant's initial _____ Agent's initial _____
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 Tenant is not liable to pay any commission to other estate agents with whom the Agent co-operates for the purpose of renting any one or more of the Properties.
5. Subject to sections 2, 3 and 4 of this Schedule, the Tenant is also liable to pay to the Agent as commission for services rendered with regard to the property concerned if the Tenant or the spouse, or any nominee, undisclosed principal or agent of the Tenant enters into a binding lease with the landlord of any one or more of the Properties during the Validity Period whether through the Agent or otherwise.

Schedule 4

Interests in Properties

In accordance with clause 5 of this Agreement, particulars of the pecuniary or other beneficial interests⁽⁷⁾ in respect of one or more of the Properties are as follows:

Schedule 5

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) Single agency – this means the Agent acts for the Tenant only.
Dual agency – this means the Agent acts for both the Tenant and the landlord of a property listed in Schedule 1 to this Agreement.
Potentially dual agency – this means the Agent acts for the Tenant only but may also act for the landlord of a property listed in Schedule 1 to this Agreement at a later stage.
- (4) The amount or rate of commission is negotiable between the Tenant 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 Properties;
 - (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 Properties; or
 - (c) being a party to any arrangement or agreement (whether enforceable or not) concerning the Properties.
- (8) Tick the relevant box.