Exclusive or Non-Exclusive Property Agent Agreement?

Description

An exclusive agreement gives one agency a mandate for up to three months and can leave commission payable even if the owner completes the deal alone. A non-exclusive agreement permits several agencies and commission generally follows the agency that completes the transaction.

This guide is for a singapore seller, buyer, landlord or tenant choosing how to appoint a property agency. Its job is specific: choose the agreement form and understand when commission can remain payable. Use the table first, then the worked example and checklist; keep any calculation as a labelled estimate until the controlling body or live service confirms it.

exclusive vs non-exclusive estate agency agreement Singapore: the decision table

Situation	Practical next step
One accountable marketing lead	Consider exclusive, then define reporting and the validity period
Several agencies competing	Use non-exclusive and control duplicate listings
Owner may find a buyer directly	Read the exclusive self-sale commission clause before signing
Introduced party returns later	Check the three-month post-expiry tail

The table separates the common branches that lead to different outcomes. It is not a substitute for reading the current source: re-open the cited authority on the day the decision is made, especially where a deadline, rate, eligibility rule, opening condition or safety instruction is involved.

Start with the controlling rule

CEA says commission rates are not fixed: negotiate the amount and record whether GST is included before appointment. [CEA consumer guide].

The prescribed agreement is designed to state agency duties, the agreed commission and conflict declarations; extra terms must not contradict its prescribed terms. CEA prescribed-agreement explainer .

These two checks define the readerâ??s starting position. Record the date and the facts used, because a later application, booking or dispute is easier to resolve when the original basis is visible.

Apply the rule to the real decision

An exclusive appointment is limited to one property agency for a validity period of up to three months. CEA consumer guide.

CEAâ??s form should be read before signature, with any mutually agreed additions placed in the designated space or separate pink sheet. CEA prescribed-agreement explainer.

Do not compress separate conditions into a single yes-or-no answer. Work through the eligibility, timing, amount and evidence questions in that order, and stop if a live record does not match the assumption.

Build the evidence trail

During an exclusive term, commission can remain payable when another agencyâ??or the ownerâ??completes the transaction. CEA consumer guide.

The agreement is the evidence file for a later dispute, so keep the signed version and any agreed schedule rather than relying on chat messages. CEA prescribed-agreement explainer.

Save the relevant confirmation, receipt, official result or case reference. This is not administrative decoration: it is the record that allows the authority, provider or household to reconstruct what happened.

Know the limit of the answer

For three months after an exclusive term, commission can still be due where the eventual counterparty was introduced during the mandate. CEA consumer guide.

A non-exclusive appointment has no stated validity period in CEAâ??s comparison and commission is paid to the agency that successfully completes the transaction. CEA prescribed-agreement explainer.

This guide resolves the general task for a Singapore reader. It does not replace an individual notice, contract, clinical assessment, legal advice or an officerâ??s direction at the point of service.

Worked Singapore example

A seller expects a S$1.2 million sale and negotiates 2% before GST. The planning commission is S$24,000 before GST. That editorial calculation is not a quotation. The seller compares it with the cost of a self-found buyer during the exclusive term and asks the agency to explain the tail clause in writing.

The example shows the method, not a promised outcome. Replace its dates, balances, prices, route conditions or personal facts with the readerâ??s own information. Where the example performs arithmetic, it is an editorial calculation and should be reconciled against the live statement, bill or official calculator.

Action checklist

1. Choose exclusive or non-exclusive deliberately
2. Write the commission rate and GST treatment
3. Set the exclusive validity dates
4. Record marketing and reporting duties
5. Read the self-sale and tail clauses
6. Add only non-conflicting extra terms
7. Keep the signed agreement and agency payment record

Work through the list in sequence. If one item cannot be verified, record the gap and use the official contact route rather than guessing. Keep screenshots only as supporting evidence; the live authority page and issued document remain controlling.

Two original tools in this guide

A mandate-risk comparison covering self-sale, another agency and the post-expiry tail. This converts the source material into a reusable decision aid. Copy it into a note or spreadsheet and enter only verified personal inputs.

A worked S$24,000 pre-GST commission exposure. This is the final control before an irreversible payment, submission, booking, journey or household decision. It is an editorial framework derived from the sources, not an official form.

Primary-source ledger

Official or primary source	Material claims checked
CEA consumer guide	Commission is negotiable; the prescribed agreement records duties, commission and conflicts, and explains both appointment forms.
CEA prescribed-agreement explainer	The prescribed form, extra-terms sheet and agreement safeguards.

Each inline link sits beside the claim it is intended to support. Both source pages were opened during the evidence pass. If a page is revised after publication, use the latest controlling text and treat this articleâ??s worked examples as historical calculations rather than fresh official advice.

Errors that change the outcome

- Assuming commission rates are fixed
- Signing an exclusive form while planning to self-sell
- Paying the individual salesperson instead of the agency
- Adding contradictory terms outside the prescribed section
- Deleting evidence after the mandate expires

The recurring failure is to act on a familiar label without checking its definition. Preserve the original notice, policy wording, booking terms, eligibility record or authority response so that a later review starts from evidence rather than memory.

Continue with the next useful step

For the adjacent task, read verify a property agent on CEAâ??s register. If the decision moves into another stage, continue with organise the next property evidence check. These links were selected for reader progression, not as mechanical category links.

Questions readers ask

How long can an exclusive appointment last?

CEA states a validity period of up to three months. CEA consumer guide.

Can I appoint more than one agency?

Yes, through non-exclusive appointments; pay the agency that successfully completes the transaction. CEA prescribed-agreement explainer.

Can commission be due after expiry?

An exclusive agreement has a three-month tail for a party introduced during the validity period. CEA consumer guide.

Accuracy note: This article was checked against the linked primary sources on 2026-07-25. Individual facts and live services can change. No interview, first-hand use, first-hand meal, price check or field observation is claimed unless expressly stated.

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