



HandsOn[®]
Residential Property Management

PROPERTY MANAGEMENT AGREEMENT

- PRINCIPAL** I/We (full name) _____ HEREBY AUTHORISE "The Agent" (hereinafter referred to as "The Agent") to act as my agent on the terms and conditions hereafter to lease and manage my property in accordance to the Residential Tenancies Act 1986.
- PROPERTY** The address of the property is: _____
- APPOINTMENT** This appointment will commence on _____ and may be terminated by either party by giving not less than one month's written notice without prejudice to either party's rights accrued or obligations incurred prior to the effective termination.
- LETTING** "The Agent" is authorised to lease the Property on the following conditions:
- (a) The rent is to be \$ _____ to \$ _____ per week (or upon any other rent agreed to by me for the initial leasing or any subsequent re-leasing to the initial tenant or assignee or to any subsequent tenant or assignee).
 - (b) The rental bond is to be the equivalent of three week's rent.
 - (c) This appointment is for the initial leasing of the Property; subsequent re-leasing to the initial tenant or assignee; and each subsequent leasing to a new tenant or assignee.
- The Property is to be advertised as available for leasing at the discretion of "The Agent".
- REPAIRS AND MAINTENANCE** "The Agent" is authorised to arrange repairs and maintenance in accordance with my legal obligations, and to engage appropriately qualified trades-people to carry out repairs and maintenance, provided that expenditure in excess of \$400.00 for any one item shall not be incurred without my prior approval, except where it is "The Agent" opinion, that because of an emergency, repairs are necessary for the protection of the premises or the supply of essential services to tenants.
- PAYMENT OF DISBURSEMENTS** "The Agent" is authorised to pay the disbursements detailed in the Schedule of Information from monies received on my behalf.
- ADMINISTRATION** "The Agent" is authorised to carry out the following duties on my behalf:
- (a) Enter into and sign Tenancy Agreements for the Property.
 - (b) Issue receipts for monies received.
 - (c) Lodge rental bonds in accordance with the provisions of the Residential Tenancies Act (1986).
 - (d) Periodically review the rent when considered appropriate.
 - (e) Make claims for all or part of rental bonds for the recovery of any monies owing by tenants under Tenancy Agreements.
 - (f) Exercise my right to serve Termination Notices on tenants and make Applications to the Tribunal for any Tenancy matters. I agree to be bound by any

agreements reached in mediation and/or decisions made by the Residential Tenancies Tribunal.

- (g) To do all things necessary to commence and (as far as possible) complete proceedings for the eviction of tenants in default of Tenancy Agreements and the recovery of any monies due.
- (h) Respond to claims by tenants in the jurisdiction of the Residential Tenancies Tribunal and represent me in any such proceedings.

PERMISSION TO LIASE WITH SERVICE PROVIDERS

I understand that on occasion it may be necessary for "The Agent" to request information or contract services from electricity, water, gas or other utility providers, my insurance company, Body Corporate, council or other territorial authority in respect of my property. I authorise "The Agent" to do so on my behalf and I accept liability for the payment of charges incurred.

RENT STATEMENT

"The Agent" shall render a statement accounting for monies received and expenses incurred on my behalf and for fees and charges retained in respect of services performed. The balance, less disbursements, shall be remitted to me as specified in this authority.

If at any time amounts payable exceed the balance of my account, I agree to pay the excess amount to "The Agent" upon written request.

My rental monies are to be banked to the account details in the Schedule of Information.

CHATTELS

We acknowledge that any chattels that are left at the property are our responsibility to maintain and replace (if required). We acknowledge that any chattels that we are not prepared to maintain in good working order will be removed from the property prior to any tenants moving in.

We acknowledge that HandsOn Residential Property Management can not be held liable for any items left on the property.

WARRANTY

I warrant that the Property and the fittings and fixtures at the Property are not in a dangerous condition and that if -

1. any dangerous condition comes to my knowledge, I will notify "The Agent" immediately of such dangerous condition;
2. if any damage occurs to any person because of the dangerous condition of the Property, I will indemnify "The Agent" and any sub-contractors against all legal claims and proceedings which may arise because of such dangerous condition

AGENT'S INDEMNITY AND LIABILITY

I will hold and keep "The Agent" indemnified against all actions, suits, proceedings claims demands, costs and expenses whatsoever which may be taken or made against them in the course of, or arising out of the property performance or exercise of any of the powers, duties or authorities of "The Agent" pursuant to this Agreement.

I understand that while "The Agent" shall use their best endeavours to ensure continuity of rental and any other payments to be made by the tenant, and to ensure that the property is maintained suitably, no liability rests with "The Agent" for any default in rental or other payments due by the tenant, or for any damage or loss sustained by me whether caused by the tenant or otherwise.

CANCELLATION

While this authority may be terminated by either party with one month's notice, we acknowledge that if we cancel this agreement within one year of commencement, that there will be a \$500 cancellation fee per rental unit.

FEES AND CHARGES

For the provision of property management services, "The Agent" will be entitled to a management fee (as detailed on the Schedule of Fees contained within this document) on all rent payable to me.

PROPERTY MANAGEMENT AGREEMENT

SCHEDULE OF FEES

Management Fees

8% of all rents collected for each property.

Advertising Fee

A fee of \$100.00 (including GST) for each occasion that a property becomes available for rent. This covers the costs of credit checks made with the Baycorp Consumer Information database, documentation costs, To Let signs, other website advertising.

Any newspaper or Trade Me advertising will be on charged at cost.

Repair and Renovation Fees

7.5% commission on invoices up to \$2,000.00 for the arrangement and supervision of repairs and renovations.

For any work over \$2000.00 a project management fee will apply based on our time to organise and overview.

There is a \$15.00 (inc GST) mileage fee for site visits for inspections and maintenance. Any work completed by our in house maintenance team will be charged an hourly rate.

Mediation and Tenancy Tribunal Hearings

There is a charge of \$45 per hour for the attendance of any mediation or tenancy tribunal hearings. If any application is made by Hands On to Tenancy services the cost of the application being \$20 will be charged.

Property for Sale

If the property is listed on the market for sale there will be a \$500 fee to cover the extra cost in liaising with tenants and working with real estate agents through this process.

GST

GST shall be added at ruling rates to the above charges.

Review

The fees and charges may be reviewed and updated as required.

No Charge

There are no charges made for any of the following:

- The preparation and forwarding of monthly accounting statements
- Undertaking 4 monthly inspections at the property
- Undertaking up to 4 minor maintenance visits per year (up to a total of 1 hour labour each visit)
- Conducting an unlimited number of private appointments showing prospective tenants your property
- Marketing your property on the "The Agent" website
- Extensively marketing your property through our office network
- Photography and the development of descriptive copy for both advertising and marketing your property
- Detailed annual income and expenditure statement
- Bank Fees or international telephone calls and faxes
- Forwarding monthly statement by email
- Forwarding duplicate accounting statements to your accountant or other party nominated by you

Owner.....

Date.....

Agent.....

Date.....

PROPERTY MANAGEMENT AGREEMENT

SCHEDULE OF INFORMATION

Property -----

Owner(s) -----

Postal Address -----

Telephone: (w) ----- (h) -----

(mob) ----- (fax) -----

(Email address) -----

Note: Email is our preferred method of communication, if you prefer another, please advise:

My monthly statement is to be: Posted Emailed

Please bank my/our rental to the following account Monthly Fortnightly

Bank Account Details:

Account Name: -----

Bank and Branch: -----

Account No: -----

Insurance Company _____

Policy Numbers _____

Insurance Agent (if any) _____

Emergency Contact:

On some occasions I may not be able to be contacted and I request that you contact the following person for specific instructions regarding my property. I acknowledge that if I elect not to provide an alternative contact and I am not contactable, "The Agent" will take appropriate action in my absence in accordance with the governing legislation and sound agency practice.

Name: -----

Telephone: (w) ----- (h) -----

(mob) ----- (fax) -----

(Email address) -----

PROPERTY MANAGEMENT AGREEMENT

Property Information

Bedroom(s) -----

Carpark(s)-----

Apartment

House

Unit

Flat

Chattels Included:

Washing Machine

Dryer

Dishwasher

Fridge

Microwave

Heater

Alarm

Garage Remote

Chattels List (Furnished Property)

Other Items

Lawns maintained by

Owner

Tenant

Section maintained by

Owner

Tenant

Smoking outside

Yes

No

No smoking is allowed inside

Are cats allowed

Yes

No

Are dogs allowed

Yes

No

Property must be fenced

House washing

Yes

No

Recommended if close to sea

Chimney / Woodburner

Yes

No

Yearly sweep required for insurance

Saturn: Y N

Sky: UHF Digital

TV Aerial:

Power Co

Gas Co

Telephone Co

A tenant may install the above services at their expense

Yes

No

(list any conditions below)

Body Corp information and contact details.

Toby Located: _____

Preferred Trades people (Optional):

Trade

Name

Telephone No

How did you hear about our Company and Services? _____

One set of keys for each adult tenant required Collected / Cut