

Property Management Agreement

Property Address

The Owner(s) appoints MacPherson Realty Limited ("the Agent") to act as the Owner's agent, in accordance with the terms and conditions set out in this Property Management Authority, with respect to the property(s) ("the Property") and other matters described in the Schedule.

The Schedule shall form part of this Property Management Authority. By appointing the Agent as the Owner's exclusive Agent, under the terms of the Residential Tenancies Act 1986 ("the Act"), the Agent will act on the Owner's behalf as if the Agent were the landlord. The Agent will comply with the requirements of the Act and the REINZ Code of Practice for Residential Property Managers in providing services under this Property Management Authority.

To be exclusively managed by the Property Management company referred to on page one, of the Management Agreement. The address of the property is considered "the workplace" and "same matter" under section 34 of the Health and Safety at Work Act 2015.

Agent's Details - PCBU

Property Management Company **MacPherson Realty Ltd**

Business Address **283 Dee Street, Avenal, Invercargill**

Postal Address **PO Box 1550, Invercargill**

Office Phone **03 214 4556** Email **rentals@prored.co.nz**

Property Manager's Details

Property Manager's Name

Phone Email

Property Owner's Details

Full Name

Physical Address for Service

Email Address for Service

Phone Email

Place of Work Work Phone

Additional Owner's Details

Full Name

Physical Address for Service

Email Address for Service

Phone Email

Place of Work Work Phone

Trust/Company/Partnership/Power of Attorney/Charity or other Entity (if applicable)

Name of Entity

Nominated person to act on behalf of Entity

Full Name

Phone Email

Please provide the following examples of documentation:

☐ Trust Deed

☐ Power of Attorney & Non Revocation

Signatures of all Trustees/Directors/Partners or Other Officers of the Entity

Full Name Full Name

Signature Signature

Date Date

Full Name Full Name

Signature Signature

Date Date

Property Owner's Emergency Contact Details

If you are unreachable, you give authority for this person to authorise our company to take any required action for the tenancy or property.

Full Name

Email Address for Service

Phone

Email

Note If you wish the above person to regularly communicate on your behalf please circle Yes / No

Property Owner's Bank Details

Bank/Branch

Account Name

Account Number

Reference

Please provide one of the following examples of verification

☐ Copy of bank statement header showing name, address, account number with bank branding

☐ Copy of deposit slip

☐ Screenshot of bank account number, name with bank branding

Payment Frequency

☐ Monthly (1st working day after the end of the month)

☐ Twice Monthly (15th of the month, or the 1st working day after the 15th of the month)

Management Services Charges

Within Invercargill Town Boundary

On all rent collected	9.5% + GST
(3 - 4 Properties)	9% + GST
(5 or more Properties)	8.5% + GST
Furnished Properties	Additional 0.5% + GST
Routine Inspections (three monthly)	Free of charge
New Tenancy Fees	One weeks rent + GST

Out of Invercargill Town Boundary

On all rent collected	10% + GST
(3 - 4 Properties)	9.5% + GST
(5 or more Properties)	9% + GST
Furnished Properties	Additional 0.5% + GST
Routine Inspections (three monthly)	\$60.00 + GST
New Tenancy Fees	One weeks rent + GST

Advertising

Standard Advertising on Trademe	Free of Charge
Feature Listing on Trademe (optional)	Check pricing with Property Manager

Project Management

Refer to Terms and Conditions	\$70.00 + GST per hour
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Tenancy Tribunal

Application to Tenancy Tribunal (per application)	\$20.44 Incl. GST
Recovery of Rent Arrears (new management)	30% + GST

New management: The Owner understands that where he/she has authorised the Agent to manage a property with rent arrears and other costs that were accumulated prior to this Property Management Authority, that the Agent will endeavour to recover on the Owners behalf via the Tenancy Tribunal process and that the Owner will be charged this fee on the Tribunal sealed order total before any deductions are taken off. This amount will be paid immediately. Fees subject to change.

Fee Changes

The Agent may, at the Agents sole discretion, change or increase any and all current or future charges herein by giving the Owner(s) one calendar months notice in writing to the Owner(s) address for service.

Property Repairs and Maintenance

The Owner(s) authorise and instruct the Agent to arrange and carry out repairs and testing to the rented property as and when these become necessary and in accordance with the following instructions.

Please select ONE of the 3 options below:

- ☐ Just fix it - unlimited authority
- ☐ Just fix it - if the repairs are under \$500 +GST or (\$) +GST (Please advise an additional amount)
- ☐ Just fix it - if the repairs are under \$300 +GST

A minimum of a 50% deposit must be paid to MacPherson Realty Ltd Trust Account upon request before the work is authorised by the Property Manager. We ask that you DO NOT pay the deposit directly to the supplier. This is required for auditing purposes and ensures that our valued Tradespeople get paid for the work they complete and our great working relationship with them continues.

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Property Details

Locality/Aspect

- ☐ Close to schools
- ☐ Close to shops
- ☐ Close to transport
- ☐ Close to park
- ☐ Close to river

Property Type

- ☐ House
- ☐ Townhouse
- ☐ Apartment
- ☐ Unit/flat
- ☐ Lifestyle/rural

Property Details

Total bedrooms

Total bathrooms

- ☐ Furnished
- ☐ Unfurnished
- ☐ Partly furnished

Area

- ☐ Dwelling (m2)
- ☐ Garage (m2)
- ☐ Land (m2)
- ☐ Shared driveway

Grounds/Fencing

- ☐ Fully fenced
- ☐ Partially fenced
- ☐ No fencing
- ☐ Flat
- ☐ Sloped

Garaging/Parking

- ☐ Off-street parking
- ☐ Single carport
- ☐ Double carport
- ☐ Single garage
- ☐ Double garage
- ☐ Internal access
- ☐ Auto door
- ☐ Power

Security

- ☐ Video/cameras
- ☐ Intercom
- ☐ Security lights
- ☐ Security screens/doors
- ☐ Security gate
- ☐ Secure complex

Additional Rooms

- ☐ Formal lounge
- ☐ Open plan
- ☐ Separate
- ☐ Heating/fan

Living Room

- ☐ Formal lounge
- ☐ Open plan
- ☐ Separate
- ☐ Heating/Fan

Family Room

- ☐ Open plan
- ☐ Separate
- ☐ Heating/fan

Dining Room

- ☐ Formal dining
- ☐ Open plan
- ☐ Separate
- ☐ Heating/Fan

Other Features

- ☐ BBQ area
- ☐ Courtyard
- ☐ Decking
- ☐ Views

Kitchen

- ☐ Dishwasher
- ☐ Waste disposal
- ☐ Electric cooking
- ☐ Gas cooking
- ☐ Rangehood
- ☐ Microwave
- ☐ Pantry
- ☐ Fridge/Freezer
- ☐ Stove
- ☐ Under bench oven
- ☐ Wall oven
- ☐ Hob

Laundry

- ☐ Separate
- ☐ In bathroom
- ☐ In kitchen
- ☐ In garage
- ☐ Washing machine
- ☐ Dryer

Main Bathroom

- ☐ Separate bath
- ☐ Separate shower
- ☐ Shower over bath
- ☐ Spa bath
- ☐ Heated towel rail
- ☐ Exhaust fan
- ☐ Separate toilet
- ☐ Combined toilet

Ensuite

- ☐ Bath
- ☐ Shower
- ☐ Spa bath
- ☐ Heated towel rail
- ☐ Exhaust fan
- ☐ Toilet

Master Bedroom

- ☐ Single/double
- ☐ Ensuite
- ☐ Built-in wardrobe
- ☐ Walk-in wardrobe
- ☐ Heating/fan
- ☐ Balcony/deck

Bedroom 2

- ☐ Single/double
- ☐ Built-in wardrobe
- ☐ Heating/fan
- ☐ Balcony/deck

Bedroom 3

- ☐ Single/double
- ☐ Built-in wardrobe
- ☐ Heating/fan
- ☐ Balcony/deck

Bedroom 4

- ☐ Single/double
- ☐ Built-in wardrobe
- ☐ Heating/fan
- ☐ Balcony/deck

Hallway

- ☐ Storage
- ☐ Heating/fan

Carpet

- ☐ Good condition
- ☐ Reasonable condition
- ☐ Poor condition

Tiles

- ☐ Good condition
- ☐ Reasonable condition
- ☐ Poor condition

Floor Laminate

- ☐ Good condition
- ☐ Reasonable condition
- ☐ Poor condition

Hot Water

- ☐ Gas infinity
- ☐ Gas cylinder
- ☐ Electric cylinder

Heating

- ☐ Heat pump + remote
- ☐ Gas (flued)
- ☐ Woodburner/fireplace
- ☐ Heat transfer

Amenities

- ☐ Pool
- ☐ Pool pump + Filter
- ☐ Spa

Pets

- ☐ Dogs OK
- ☐ Cats OK
- ☐ No
- ☐ Negotiable

Safety

- ☐ Fire alarm
- ☐ Fire + ventilation system

Not Working

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Other

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Keys and Alarms

Number of Keys supplied Number of Garage Remotes supplied
 Contact person for keys Contact Person Phone
 Alarm code Door code
 Control location

Pool/Spa Maintenance

Does the fence surrounding the pool/spa comply with the Fencing of Swimming Pools Act 1987 and, if required, the Building Act 2004?

☐ Yes ☐ No ☐ Not Sure ☐ Not applicable
 Maintenance responsibility ☐ Tenant ☐ Owner ☐ Not applicable

Septic Services

Is there a septic tank at the property? ☐ Yes ☐ No
 If yes, what date was it last emptied?

Health and safety at work act 2015 (for asbestos compliance purposes)

Construction date
☐ I/We confirm that I/We are aware of the potential threat posed by asbestos at the tenancy premises
 Approach to having a survey completed: ☐ Pro-active ☐ Re-active

Liability

Heatpumps

Date last serviced
 Usable? ☐ Yes ☐ No
 Liability: ☐ Owner

Ventilation System

Date last serviced
 Usable? ☐ Yes ☐ No
 Liability: ☐ Owner

Burner/Chimney Sweep

Does the burner comply with the national environmental standard for air quality - Invercargill & Gore airshed?
☐ Yes ☐ No
 Burner installed date
 Date last serviced
 Usable? ☐ Yes ☐ No
 Liability: ☐ Owner

Gardens

Liability: ☐ Tenant ☐ Owner ☐ Not applicable
 Notes

Lawns

Liability: ☐ Tenant ☐ Owner ☐ Not applicable
 Notes

Telephone

Liability: ☐ Tenant ☐ Owner ☐ Not applicable
 Notes

Internet

Liability: ☐ Tenant ☐ Owner ☐ Not applicable
 Type: ☐ Fibre ☐ ADSL

Power

Meter number
 Reading
 Last date read
 Liability: ☐ Tenant ☐ Owner

Gas

Supply type Mains LPG Bottle
 Meter number
 Liability: ☐ Tenant ☐ Owner ☐ Not applicable

Water

Supply: Town Tank Bore
 Meter number
 Reading Last date read
 Liability: ☐ Owner

Property Management Term

Minimum Term of Management (fixed for a minimum of six months from commencement of tenancy)

The Owner(s) acknowledge that this management is fixed for a minimum of six months from commencement of tenancy. After the initial six months, the contract may be cancelled by providing one month's notice by either party. This notice in writing shall be sufficiently served by being emailed and or posted to the address of the Owner(s) referred to in this authority and in respect of the Agent, to the Agent's current business address.

Commencement Date

Availability and Term

Is this a current tenancy ☐ Yes ☐ No Change of Agent bond form required ☐ Yes ☐ No
 Tenancy available from Preferred tenancy type ☐ Periodic ☐ Fixed
 Minimum fixed term Or until

Rent and Bond (existing Tenants)

Rent per week
 Bond
 Rent payment frequency ☐ Weekly ☐ Fortnightly ☐ Monthly ☐ Other

Rent and Bond (new Tenancy)

Rent per week
 Bond (being 4 weeks rent)
 Rent payment frequency ☐ Weekly ☐ Fortnightly ☐ Monthly ☐ Other

Healthy Homes Exit Clause

Please read the Healthy Homes Exit Clause below carefully and tick the checkbox to show you have read and understand the clause.

From and after the 01/07/2021 all new and renewed tenancy agreements shall be subject to Healthy Homes compliance within 90 days. Where the Property Manager becomes aware that the rental property is not compliant with the Healthy Homes Regulations and is unlikely to be so before the expiry of 90 days, the Property Manager may at the Property Manager's sole discretion terminate the management on **7 days** notice in writing, served by the Property Manager to the Owner at the Owner's address for service, set out in the Management Agreement.

☐ I have read and understand the Healthy Homes Exit Clause

Healthy Homes Assessment

- ☐ I can supply a third party healthy homes assessment
- ☐ I can supply a completed Tenancy Services healthy homes assessment with supporting photos
- ☐ I would like my Property Manager to arrange this

If the property does not have a Healthy Homes assessment, then the company will have permission to obtain one on your behalf for an approx. fee of \$199 + GST for a three bedroom property. Please note MacPherson Realty Limited is currently using two external suppliers Healthy Homes NZ and Betta Property Compliance to complete the Healthy Homes assessments, pricing is subject to change.

Known risk at the property (e.g slippery deck)

Risk analysis - Section 34 HASAW Act 2015 (Health & Safety Act) states that PCBU's have a duty to co-operate or agree on a matter.

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How risks will be resolved/minimised (e.g have deck cleaned)

Task Checklist - Section 34 HASAW Act 2015 (Health & Safety Act) states that PCBU's have a duty to co-ordinate or take action on a matter. Section 30 states that PCBU's have a duty to eliminate or minimise risk.

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Body Corporate (for insurance purposes)

Is there a Body Corporate for this rental dwelling? ☐ Yes ☐ No
☐ The landlord agrees to supply a copy of the Body Corporate Rules to the Agent/Property Manager as soon as practicable.

Compliance Information

Where there are two or more dwellings on one title, can either be lawfully rented independently from the other? ☐ Yes ☐ No
 Does the rental dwelling fully comply with Resource Management Act and/or town planning consents? ☐ Yes ☐ No
 Does the rental dwelling fully comply with all necessary building consents? ☐ Yes ☐ No
 Are there any/other matters which might affect the management of the property we should know about? ☐ Yes ☐ No
 Do you as the Owner(s) warrant that the Agent can safely rent the rental dwelling? ☐ Yes ☐ No
 Does the property comply with all Health & Safety enactments as they apply to the premises? ☐ Yes ☐ No
 Has the property been tested for Methamphetamine contamination? ☐ Yes ☐ No
 If yes, what was the test date?
 Would you like the Agent to have the property tested for Methamphetamine? ☐ Yes ☐ No
 If yes, would you also like the property being tested between tenancies? ☐ Yes ☐ No
 Does the property have a functioning fire escape system? ☐ Yes ☐ No
 Is the property on the market for sale? ☐ Yes ☐ No
 If yes, has the tenant received a written notice under S.47? ☐ Yes ☐ No

Smoke Alarm Disclosure

Working smoke alarms or detectors are compulsory in all rental homes. And must meet the following requirements:

- New smoke alarms must be photoelectric and have a long battery life of at least 8 years, or be hard-wired and must be installed according to the manufacturer's instructions.
- Smoke alarm are to be within 3 metres of each bedroom door or in every room where a person sleeps
- At least one smoke alarm per storey/level
- All smoke alarms within expiry period

SATS (Smoke Alarm Testing Services)

SATS is our approved smoke alarm provider. Their annual fee covers unlimited visits to the property throughout the year and includes alarms free of charge if they need to be added or replaced for compliance. To find out more about them visit www.sats.co.nz

Annual Fee Costs

- 1-2 Properties - \$114 incl GST (\$2.19 per week)
- 3-4 Properties - \$104 incl GST (\$2.00 per week)
- 5+ Properties - \$94 incl GST (\$1.81 per week)

By signing the Management Authority you acknowledge that your property will be signed to an annual subscription to SATS. Pricing is subject to change.

Insurance Statement

- Is the property insured? ☐ Yes ☐ No
- ☐ The Owner(s) agree that the Owner(s) will arrange insurance on the rental property
- ☐ Please advise your insurer that the property is a rental property
- ☐ A copy of the insurance policy/policies is available to the tenant upon request

Insurance Details

Insurance company

Insurance type (e.g. dwelling and or rental Insurance)

Policy number

Standard excess amount

Meth excess amount

Natural disaster amount

Other excess amount.....

Total sum insured

Expiry date

Owner's Details

I/We authorise and instruct the Property Manager use the information supplied by me/us or by the insurance company to be used for any and all purposes directly connected with the management of my/our rental property.

I understand that it is my responsibility to advise my Property Manager of all changes to any excess amounts that are amended/changed during the course of any tenancy and provide a current insurance statement and or policy with expiry details.

Provisions

- The Owner(s) must disclose whether or not the property is insured in a statement as part of any new tenancy agreement, and if so, the excess amount of any relevant policies. They must also include a statement informing the tenant that a copy of their insurance policy is available on request.
- The Owner(s) must provide Tenant(s) with this insurance information (if requested within a reasonable time frame) and provide updated information within a reasonable time frame if insurance information changes, or (where they are not the insurance holder) within a reasonable time frame of becoming aware of the changes.
- If a Tenant(s) or their guests damage a rental property as a result of careless behaviour, the Tenant(s) is only liable for the cost of the damage up to four weeks' rent or the insurance excess (if applicable), whichever is lower. Tenant(s) on income-related rents are liable for the cost of the damage up to four weeks' market rent or the insurance excess (if applicable), whichever is lower.
- The Tenant(s) will be liable for the full cost of damage that they or their guests cause intentionally or that results from an act or omission that constitutes an imprisonable offence.

Terms and Conditions

I/We hereby appoint the previously stated Agent to act as my/our Agent and Property Manager (hereinafter called "the Agent") on the terms and conditions set out below with respect to the property details and other matters referred to in the Property Schedule (this schedule shall form part of this Management Agreement).

I/We authorise and instruct you:

- To recite our names on any Tenancy Agreement you prepare on our behalf.
- To use your style of Tenancy Agreement and in that Agreement to prohibit the Tenant from subletting, or parting with possession of the tenancy premises at any time.
- To advertise for Tenants and to select the best applicant on merit and when necessary or appropriate to sign Tenancy Agreements on my/our behalf.

If the Agent completes the process of advertising, receiving and perusing applications, checking references and has otherwise facilitated the introduction of a suitable tenant, then at that time and before the Tenant has signed a written Tenancy Agreement with the Agent and the Owner(s) withdraws the property from the rental market for any reason, then the Owner(s) shall be liable to pay the Agent a letting fee and advertising costs incurred equivalent to the amount lost by reason of the Owner's withdrawal of the property from the market.

Inspections

- To complete a property inspection report at the beginning and end of each new tenancy.
- To inspect the property, at the stated inspection frequency and to make a written report of the inspection.

Bond

- To collect a Bond equivalent to 4 weeks rent and to pay the same to Tenancy Bond Services - Ministry of Business Innovation and Employment within 23 working days of receipt and to refund to the Tenant at the end of the tenancy any part of the bond as is in your judgement as appropriate.

Rent

- To collect rental payments as and when they fall due for payment less any deductions and charges authorised in accordance with this Property Management Authority to the Owner's nominated bank account.
- Provide an emailed statement to the Owner(s) at the end of each calendar month detailing all transactions during that month including rents collected and any costs or charges deducted from that amount.
- To review the rent on an annual basis and to recommend the appropriate market rent.
- To take all reasonable steps to compel payment of outstanding rent and to enforce other terms and conditions of the tenancy agreement.
- Where costs of maintenance, damage or rent arrears occur at the end of the tenancy, all costs will be invoiced to the Owner(s), with payment due within 7 days of the invoice before recovery action is taken. The Owner(s) shall be liable for all amounts outstanding to the Agent at the end of the tenancy including all costs associated with recovery of debts.

Mediation and Tenancy Tribunal Hearings

- To take any action and/or commence any application to the Tenancy Tribunal and in your sole judgement to resolve any dispute with the Tenant by negotiation or by attending mediation or by attending the Tenancy Tribunal. As Owner(s) I/we acknowledge that I/we are bound by mediated orders and Tenancy Tribunal decisions facilitated by the Agent on my/our behalf.
- On making an application to the Department of Building and Housing for Mediation or Tenancy Tribunal the application fee shall be deducted from my/our property Owner account.
- MacPherson Realty Ltd does not accept liability for debt incurred by current or previous Tenant(s) that were managed prior to the commencement of this Agreement.

Enforcement

- The Owner(s) agrees that the Agent will not enforce any money order made by the Tenancy Tribunal. Any enforcement of any money order shall be the responsibility of the Owner(s).

Professional Cleaning

- While Tenants are expected to leave the property in a reasonable condition, when a property has been vacant for a time, the property may require a clean before the next tenancy commences. The Owner(s) agrees to pay for professional cleaners at the end of each tenancy if required.
- The Owner(s) acknowledge that if the property is vacant for any period of time, the Owner(s) agree to pay for lawns and gardens to be done to the reasonable standards set out by The Residential Tenancies Act 1986 before the next new tenancy commences.

TV Aerial/Dish

- The Owner(s) does not have to supply a TV Aerial/Dish. At the request from a tenant for a minor change will not unreasonably withhold permission from arranging a professional installer to erect and/or remove their own aerial/dish at commencement/expiry of tenancy at the Tenants expense.

Power Connection/Gas Bottles

- Power companies may disconnect power at a vacant property once it has been vacant. The Owner(s) is liable for reconnection costs.
- If there is gas equipment at the premises, the Owner(s) is to supply the property gas bottles by rental through a gas supplier and pay for the annual rental fee.
- It is the Tenants responsibility to pay for the fill & refill of gas at the premises.

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Heat Pumps/Burners

- Where heat pumps and/or burners are present in the property, the Agent recommends that the heat pumps and or burner are serviced annually at the Owner's cost to ensure economic efficiency and heat production. While Tenants are encouraged to check and clean the filters regularly, it is not considered a Tenant's responsibility.

Smoke Alarms

- Property Owners are legally required to have at least one smoke alarm 3 meters from each bedroom. This may require more than one to be installed. All new smoke alarms installed must be photoelectric and have a battery life of at least 8 years or be hard wired. Where smoke alarms are present and listed as a chattel at the commencement of the tenancy, they must be present at the end of the tenancy, this is a Tenant's responsibility. If smoke alarms are damaged/expired the replacement will be at the Owner(s) cost. The Agent will not be responsible for any damage or loss that may occur due to non-operational smoke alarms.

Broken Windows

- Owner's are required to repair any windows that are broken unless they have proof that the damage was caused intentionally by the Tenant, then the Tenant may then become liable.

Repairs and Maintenance

To effect repairs to the rented property as and when these become necessary and manage any contractors involved in accordance with the instructions below:

- Repairs ordered by the Tenancy Tribunal shall not require my approval.
- Repairs in any emergency situation or to protect the property or to protect the health and safety of the Tenant shall not require my approval.
- If the quote or estimate of cost exceeds the monthly credit balance then the Owner(s) agrees to lodge sufficient funds to the Agents' account before the work is undertaken.
- The Owner(s) acknowledge that where any work done or caused or permitted to be done on the property, a permit, resource consent or building consent required by law was obtained. The works were completed in compliance with those permits or consents. Where appropriate, a code of compliance certificate was issued for those works and under the Building Act, any building on the property that required a compliance schedule has been issued by a territorial authority.
- The Owner(s) understand that a Tenant can make an application to the tenancy tribunal for renting any non-complying dwelling to them.
- If the Owner(s) provide any chattels for tenancies the Owner(s) understand that they are responsible for the maintenance and if necessary, replacement of those chattels throughout the tenancy.
- I/We as Owner(s) agree that the Agent may retain funds from the Owner(s) property Owner account to cover prospective expenses.

Meth Testing

It is recommended to have testing carried out before and after a tenant moves in/out.

- There is a cost to have this completed and a company would be employed to carry this out. Property Managers will not be carrying out any testing on your behalf.
- The Owner(s) are aware that if the rented property is contaminated with high levels of Methamphetamine I/We can be sued by the Tenant(s) and may have my/our management terminated. It is my/our responsibility to provide a safe and healthy property to Tenants.
- If the Agent facilitates testing, reporting, decontamination, demolition, remedial work and retesting (where appropriate) due to contamination caused by methamphetamine then the Owner(s) agrees to pay all costs incurred in completing the work. There may also, in some circumstances, be a required management fee to be paid to the Agent.

Project Management

- If the Agent facilitates extensive renovations or testing, reporting, decontamination, demolition, remedial work and retesting (where appropriate) due to contamination caused by methamphetamine and/or asbestos and/or weather-tightness issues, then the Owner(s) agrees to pay all costs incurred in completing the work as well as to pay the agreed project management commission rate to the Agent as outlined in the schedule.

Health and Safety

- The parties agree that only licensed contractors will be used for work that is to be done at the property. For jobs that do not require a licensed contractor, the appropriate tradesperson will be used. Section 203 (PCBU's must use a licensed, certified or registered contractor). I/We as a Property Owner confirm that I am a PCBU Landlord and I acknowledge that I am responsible under HASAW 2015 jointly with my Agent/Property Management Company/PCBU. I/We acknowledge that although my Agent will take all reasonable steps to contact me regarding repairs, if it is a Health and Safety matter my Agent has a duty to get the matter resolved regardless of whether I have given my permission to have the matter resolved. I/We agree to pay for all repairs.

Monthly Accounting

- To deduct from any monies held to my/our credit, your property charges and reimbursement for monies spent on my/our account and send me/us the balance of any monies held by you to credit my/our bank account, together with a financial statement, as soon as possible after your balance date at the end of each month.

Collection costs

- If at the end of the tenancy there is debt owed by the Owner(s) to the Agent and demand has been made by the Agent to the Owner(s) to pay the debt owed and if the debt is not paid within 7 days then the Owner(s) agrees that the Owner(s) will be liable and pay for all costs of recovery of the debt, which costs shall be collected by a debt collection agency. Costs payable by the Owner(s) shall include, legal fees, debt collection, commissions, fee's and disbursements, and/or court filing fees and disbursements.

Exclusivity

- The Owner(s) agrees that this Management Agreement is exclusive to the Agent appointed herein. By entering this Management Agreement the Owner(s) agrees that the Owner(s) will not compete with the Agent either personally or by appointing another Agent or take any steps to do so. This Management Agreement shall be for an initial fixed period which period shall be set out in this Management Agreement. After the initial fixed period has expired any further period of management shall be without a fixed term, subject however to the Agents other rights set out herein. Should the Owner breach this provision then the Owner(s) agrees to pay the Agent appointed herein, commission at the agreed rate for the balance of the fixed term, notwithstanding the Owner(s) may have appointed another Agent or purported to do so.

Sale of A Property Management Portfolio

- The Owner(s) agrees that the Agent may sell the business portfolio comprising the managed property and other properties without requiring the Owner's consent before the sale, but the Agent agrees that they will advise the Owner's of the new manager's details within 30 days after settlement of the sale.

Liability

- I/We acknowledge that; By entering this Management Agreement the Agent does not accept liability for damage done to the property by the Tenant or any other person nor does the Agent accept liability for the Tenants failure to carry out any term of the Tenancy Agreement. The Agent does not accept liability for any damage done by any contractor.
- The Agent shall not be liable for any default in payment of rent or any damage to the Property or any chattels set out in the Schedule, vacant or occupied, by any Tenant or otherwise, whether or not a tenancy has been arranged by the Agent.
- Our total liability in relation to the provision of services is limited to an amount equivalent to the value of three (3) months of Management Fees.

Indemnity/Insurance

I/We indemnify the Agent against all actions/claims/costs and expenses whatsoever, which may be taken or made against the Agent in the course of and arising out of the property performance of the Agents duties as the Agent or the exercise of any powers, duties or authorities contained in this Management Agreement, including where such loss by the Agent is due to any action or inaction as the case may be of the Owner (s) and which limits or otherwise affects the ability of the Agent to carry out its duties. The Owner(s) agrees to compensate the Agent for any costs incurred arising from the Owner breaching the Act.

The Owner(s) must update the Agent every year by email, when the policy is renewed by sending a copy of the schedule showing the new expiry date. In the event that the Property is damaged, the following shall apply:

- The Owner(s) will be responsible for liaising with their own insurance company and any other relevant authorities in relation to any damage and claims with respect to the Property.
- In the event that the Owner(s) is unable to liaise with their insurer and/or authorities, the Owner(s) may authorise the Agent to do so on their behalf in accordance with the Owner's written instructions. The Owner(s) will be liable to pay for this additional service at a rate of \$70 + GST per hour. The Agent shall not be liable in respect of any repairs carried out.
- In the event that urgent action is required and the Agent is not able to contact the Owner(s), having made all reasonable attempts to do so, the Agent will act on the Owner's behalf and the Owner will be invoiced to pay for this additional service at a rate of \$70 + GST per hour.
- In the event that the Property becomes partially or totally uninhabitable, the Owner(s) shall continue to be liable to pay all expenses and charges due and owing to the Agent under the Property Management Authority.

Intermeddling

- If at any time during the currency of this authority, the Owner(s) instructs the Agent to withdraw the property for renting, or to not relist it for renting, or do anything to adversely affect the Agent's ability to rent the property, then the Owner(s) agrees to pay the Agent's commission at the agreed rate or the rate for the previous month (whichever shall be the higher) for the period during which the property has been withdrawn from renting or not relisted for renting.

Rent

- If I/We instruct the Tenants to pay the rent otherwise than to the Agent then the Agent may elect at their sole discretion to treat the Management Agreement as at an end and to give notice immediately confirming that decision.

Sale of the property

- If I/We place the rented property on the market for sale without first advising the Agent, the Agent may elect at their discretion to treat the Management Agreement as at an end and to give notice immediately confirming that decision.
- I/We agree that I/we will not sell the rented property without first advising the Agent in writing. I/We agree that if I/we do sell the property without notification and cause any loss to the Agent, I/we agree to indemnify the Agent for any and all costs and losses.

Renewals

- I/We authorise the Agent to renew any fixed term or periodic tenancy without our written instructions provided the Agent has taken all reasonable steps to contact us and has been unable to obtain our written instructions within any reasonable time frame. All terms and conditions herein shall transfer to any renewal whether it shall be for a fixed term or renewed on a periodic basis.

Termination

- Unless the Owner(s) has, prior to the termination date of the tenancy confirmed to the Agent that the rental property is to be re-rented for a further period, then the Agent may at the Agent's discretion elect that this Management Agreement shall terminate contemporaneously with the termination of the tenancy.

Immediate Termination

- If a dispute between the Owner(s) and the Agent shall arise, and such dispute cannot be resolved to the satisfaction of the Agent then the Agent, at the Agent's sole discretion, shall have the right to terminate this Management Agreement, forthwith by the Agent giving written notice to the Owner(s) in terms of this paragraph. However, if in the opinion of the Agent, there are any issues rendering the property unsafe or unsuitable for occupancy and the Owner(s) will not or cannot authorise appropriate and urgent remedial work to be undertaken, then the Agent shall be entitled to cancel this authority with immediate effect. In the event that this agreement shall be terminated for any reason, the Owner(s) will immediately pay any outstanding accounts for over payment of rent by Tenant i.e. Tenant refunds, maintenance or repairs as instructed by the Agent.

Notices

- If the Agent shall receive a 14 day notice sent by the Tenant, then the Agent shall have full power and authority to remedy the complaint contained in the 14 day notice, whether or not I/we concur with the Agent. If the Owner(s) shall give the Agent instructions that conflict with the Agents proposed remedy of the 14 day notice then the Agent may at the Agent's sole discretion treat such conflicting instructions as grounds to terminate the Management Agreement, forthwith by the Agent giving written notice to the Owner(s) in terms of this paragraph.

Body Corporate

- I/We agree that as proprietors of a body corporate unit, to advise the Agent immediately of any change to body corporate rules and to provide the Agent with a copy of the body corporate resolution changing the rules, where such changed rules effect the Tenants obligations.

Consent

- I/We as part Owner agree and warrant that I/we have the consent of the other Owners to enter into this Management Agreement.

Relevant Legislation

- I/We acknowledge that I/we are required to adhere to all relevant legislation and compliance in relation to the management of the rental dwelling and this compliance could include paying the costs and expenses to become compliant. I/We agree that the Agent may take all reasonable steps to do all things necessary using their best judgement (subject to my/our approval as to funding) to ensure that the property is compliant.

The Owner Undertakes and Warrants the Following:

- The Owner(s) warrants that the Property has all relevant consents and certificates, and complies with all relevant council requirements as to building(s), including town planning requirements, health and safety requirements and fencing of swimming pool requirements where applicable.
- That to the Owner's knowledge, the property is not and has not been contaminated by Methamphetamine or any other unlawful drugs or noxious chemicals or substances that make the property unfit for human habitation.
- The Owner(s) warrants that the property is free of hazards that would otherwise cause a health and safety issue to the Agent during inspections or any Tenants that reside in the property. In the event that the Owner becomes aware of any health and safety issues or non-compliance with Council requirements or other authorities, the Owner(s) will immediately notify the Agent.
- The Owner(s) will comply with all the provisions of the Act as advised by the Agent.
- The Agent shall not be liable for any damage to the Property arising out of the condition of the Property or any hazard in or about the Property

Natural Disaster or Act of God

Where the above has occurred, the following special conditions shall apply:

- The Owner(s) shall make their own insurance claims with the appropriate parties.
- The Owner(s) will deal with and accompany to the property any person(s) who need to inspect the property to ascertain the damage caused by the natural disaster or act of God.
- MacPherson Realty Ltd shall be available where necessary to carry out for "absentee Owner(s)" or Owner's who are happy for MacPherson Realty Ltd to represent them at their inspection, and a charge will be made for providing this service at market rates. This will only be carried out where permission in writing has been given by the Owner(s).
- Where necessary, MacPherson Realty Ltd will provide services to the Owner(s), where MacPherson Realty Ltd perceive it to be necessary and a charge will be made by providing this service. This will only be carried out where permission in writing has been given by the Owner(s).
- Where the property becomes uninhabitable and insurance is being paid for loss of rent then this insurance money must be paid to MacPherson Realty Ltd directly who will then pay out the Owner(s) on the due dates with our standard commission charges applying. If the insurance money is not paid to MacPherson Realty Ltd then the commission will become a liability to the Owner(s) and MacPherson Realty Ltd will be invoicing the Owner(s) for payment.

Healthy Homes Statement Of Intent

- As owner(s) of the managed properties herein, I/We acknowledge we have legal obligations under the Healthy Homes Guarantee Act 2017. I/We authorise our Agent/Property Manager to make the required statement of intent on our behalf in any tenancy agreement our Agent prepares and signs on our behalf. I/We confirm that the details supplied are correct and I/we acknowledge that I/we have read and understood this Management Agreement and that I/we have been supplied with a signed copy. If there is a change in the Ownership structure, the Property Management company must be notified (trust and trustees included).

Rental Property Management Authorisation

- Warning: This is a binding contract once both parties have signed. If either party has any doubts professional advice should be sought before signing.
- The Owner(s) confirm that the details supplied are correct and acknowledge that the Owner(s) have read and understood this Management Agreement and that I/We will be sent a copy once the Property Manager has co-signed the document
- You are required to update MacPherson Realty Limited immediately if there are any changes to your personal or property details

Owner(s)

Full Name

Signature Date

Full Name

Signature Date

Full Name

Signature Date

Full Name

Signature Date

Property Manager

Full Name

Signature Date

Check List

- ☐ Trust/Enduring Power of Attorney Documents
- ☐ Insurance Statement and/or Policy
- ☐ Healthy Homes Certificate
- ☐ Healthy Homes Report
- ☐ Bank Deposit Slip

How did you find us?

- ☐ Referral by Agent
- ☐ Referral Other
- ☐ Advertisement
- ☐ Social media/Facebook
- ☐ Internet
- ☐ Word of mouth
- Other