

Specialist Property Managers

Property Management Authority

- ★ Houses ★ Apartments
- ★ Units ★ Flats ★ Body Corporates
- ★ Investment Advice & Reporting
- ★ Tenancy Agreement Leases
- ★ Tenancy Court Work/Arbitration
- ★ Property Syndications

Waikato MREINZ

Waikato Real Estate Limited

871a Victoria St, PO Box 128, Hamilton

Ph/fax: (07) 838 9988

“Profit from our Experience!”

1. Bedroom Bathrooms
 Ensuites Garaging
 Carports

Construction materials

Furnished Yes No
 (landlord to provide chattels list)

Unfurnished

Is there a Body Corporate?
 Yes No

Insurance details for the body corporate

How many keys are there?

Are there garage door remote controls
 Yes No

2. Regular outgoings to be paid as follows:

Rates Yes No

Insurance Yes No

Lawns & Grounds maintenance
 Yes No

3. I have advised my insurer that the property is tenanted
 Yes No

Name of Insurance Company

4. I authorise you to arrange Terri Scher Protection in
 addition to the existing policy annual premium of
 \$ Yes No

5. I authorise you to arrange the comprehensive asset and
 Landlord Protection Policy. Annual Premium \$
 Yes No

2 Br home premium \$670 approx - 100% cover incl malicious
 damage based on 80sqm.

3 Br home premium \$750 approx - 100% cover incl malicious
 damage based on 120sqm.

4 Br home premium \$795 approx - 100% cover incl malicious
 damage based on 150sqm.

6. Do you have Type 1 Smoke Alarms installed throughout
 your rental? Yes No

Please supply and install at \$25+gst each.

7. Do you have a security system installed in the property?
 Yes Alarm Code No

8. What age are the carpets/floor covering in the property?

Are the carpets/floor coverings covered by insurance?

Yes No

Does your insurance cover theft of chattels by tenant or
 occupant? Yes No

9. Is the property on the market for sale?
 Yes No

10. Pets.

Either "No Pets Allowed", including birds and fish or the
 tenants may have the following animals:

dog cat bird
 fish other

11. Maximum number of people who may reside in the
 premises.

12. If you have a swimming pool/spa does the tenant
 or contractor maintain it?
 (tick which one will provide swimming pool servicing)

Have you left laminated instructions in a sealed
 envelope regarding the swimming pool/spa?

Yes No

13. Is the telephone still connected and still in owners
 name? Yes No

14. When was the water meter last read?

15. Does the property comply with town planning and
 building consents?

Yes No

Don't Know

Residential Rental Management Authority

I/We hereby appoint Waikato Real Estate Ltd to act as my/our agent and property manager ("the agent") on the terms and conditions set out below with respect to the property details and other matters referred to in the schedule hereto, (which schedule shall form part of this rental management authority).

And I/We authorize and instruct you:

1. To advertise for tenants, and to select the best applicant on merit and when necessary or appropriate and to sign tenancy agreements on my/our behalf.

To erect a "For Rent" sign in front of the premises

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 if after that time and before the tenant has signed a written tenancy agreement with the agent the owner shall withdraw the property from the market for any reason, then the owner shall be liable to pay to the agent a letting fee equivalent to the letting fee lost by reason of the owners withdrawal of the property from the market.

2. To rent the property on a periodic tenancy or a fixed term for [REDACTED] months.
3. To complete a property inspection report at the beginning and end of each tenancy.
4. To collect a bond equivalent to three weeks rent and to pay the same to the Department of Building and Housing 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 the agent's judgment appropriate.
5. To collect rental payments as and when they fall due for payment.
6. To take all reasonable steps to compel payment of outstanding rent and to enforce other terms and conditions of the tenancy agreement.
7. To inspect the property once per 4 monthly and to make a written report of the inspection and to provide photographs where appropriate.
8. To resolve any dispute with the tenant by negotiation or by attending mediation or by attending the Tenancy Tribunal. As owner I acknowledge that I am bound by mediated orders and Tenancy Tribunal decisions facilitated by the agent on my/our behalf.
9. To pay all expenses and regular outgoings (as set out in the schedule) authorized by me/us.
10. To review the rent every twelve months and recommend to me / us the appropriate market rent.
11. To effect repairs to the rented property as and when these become necessary and in accordance with the following instructions:
 - a. Repairs of any kind up to the value of \$500.00 plus GST
 - b. Repairs exceeding the sum of \$500.00 plus GST shall require my/our approval.
 - c. Repairs ordered by the Tenancy Tribunal shall not require my approval.
 - d. 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.

12. **To deduct** from any monies held to my/our credit your proper charges and reimbursement for monies spent on my/our account.
13. **To send me/us** the balance of any monies held by you to my/our credit by cheque or by direct credit to my/our bank account, details of which are contained in the schedule hereto together with a financial statement, as soon as possible after your balance date at the end of each month.
14. **In consideration** of you performing the above duties I/we agree that you shall be entitled to be paid for your services are carried out.
- a. An administration charge of \$ [REDACTED]
 - b. On all rents collected 7.5% plus GST
 - c. On all rents collected 8.5% plus GST on furnished property
 - d. Arranging and or supervising repairs, maintenance or renovations on the cost thereof [REDACTED] % plus GST
 - e. On major repairs or renovations and/or supervision thereof a fee agreed upon before the services are carried out.
 - f. At the agents discretion, on attending mediations or hearings and all related matters under the The Residential Tenancies Act 1986, a fee commensurate with the time involved in each case, but not exceeding \$65.00 per hour plus disbursements.
 - g. For each inspection of the property, a fee of \$35.00. Includes a printed colour photo of each room plus external photos and a permanent CDROM sent to you after each inspection.
 - h. Conduct a Baycorp credit check where appropriate, at a charge of \$20.00 including GST per check.
15. **I/we acknowledge** that this authority may be terminated by either party on one months notice in writing and shall be sufficiently served by being delivered or posted to the address for the owner referred to in this authority and in respect of the agent, to the agent's current business address.
16. **I/we acknowledge** that by entering this 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.
17. **I/we as owners acknowledge**, that 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 proper performance of the agents duties as the property manager or the exercise of any powers, duties or authorities contained in this management authority.
18. **I/we as owners acknowledge**, that if we instruct the agent not to rent the property at any time during the duration of the authority, then we agree to pay the agents commission, as if the property was rented, at the same rate of commission as the previous month at the discretion of the agent.
19. **I/we as owners acknowledge**, that 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.
20. **I/we as owners acknowledge**, that 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.

21. **I/we as owners acknowledge**, and agree that if a dispute between the owner and the agent shall arise, which affects or concerns the safety of the tenant or the tenancy premises, and such dispute can not be resolved to the satisfaction of the agent then the agent at the agents sole discretion shall have the right to terminate this management agreement, forthwith by the agent giving written notice to the owner in terms of this paragraph.
22. **I/we as owners acknowledge**, and agree that if the agent shall receive a ten day notice sent by the tenant, then the agent shall have full power and authority to remedy the complaint contained in the ten day notice, whether or not I/we concur with the agent. If the owner shall give the agent instructions that conflict with the agents proposed remedy of the ten 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 in terms of this paragraph. Clause 11 shall not apply to this paragraph.
23. **I/we as part owner** agree and warrant that I have the consent of the other owners to enter into this management agreement.
24. **I confirm** that the details supplied in the schedule are correct and I acknowledge that I have read and understood this management authority and that I have been supplied with a signed copy.

Dated this _____ day of _____ 2005

Signature of Owner

Signature of owner

<i>OFFICE USE ONLY</i>	<i>Initial</i>	<i>Date</i>		<i>Initial</i>	<i>Date</i>
<i>Business Development Manager</i>			<i>Keys</i>		
<i>Property Manager</i>			<i>Photos</i>		
<i>Financial Controller</i>			<i>Disc</i>		
<i>Landlord Number</i>			<i>Card</i>		
<i>Scan</i>			<i>Sign</i>		
<i>File</i>			<i>Principal Officer</i>		