

Realty Results Ltd
Licensed (REAA 2008)
50 Lake Road
Northcote
Phone: 09 480 1987
Fax: 09 480 1984

EXCLUSIVE MANAGEMENT AGREEMENT

BETWEEN

AGENT:

Full Names: Ray White Northcote
Postal Address: Realty Results Ltd
50 Lake Road
Northcote
0627

AND

OWNER:

Full Names:

Company/Trustee details:
(if applicable)

Postal Address:

Email:

Telephone: (hm).....(bus).....(mob).....

FOR THE LETTING OF:

I/wehereby authorise you to act as my/our agent under the terms and conditions hereinafter set forth with respect to Management of the property owned by me/us and described in the Schedule hereto.

I/WE HEREBY INSTRUCT YOU:

1. To arrange tenancies when necessary and to sign Tenancy Agreements on my/our behalf.
2. To collect all rents owing on the aforesaid property and to disburse monies as hereinafter directed.
3. To collect a bond to be paid to the Tenancy Services division of the Ministry of Housing on my/our behalf and when the tenancy is terminated, I/we authorise you, after you inspect the property, to approve the refund to the tenant on my/our account of all or part of this bond as you in your judgement decide is fair and reasonable.
4. To arrange and supervise any maintenance, repairs and alterations on the said premises, to purchase supplies and pay all accounts therefore. On all expenditure in excess of **\$350.00** for any one item, the agent agrees to secure the prior approval of the owner, except monthly operating charges and/or emergency repairs in excess of the maximum if in the reasonable opinion of the agent such repairs are necessary to protect the property from damage or to maintain essential services to the tenants as stipulated in the Residential Tenancy Act, or where expenditure is ordered by the Residential Tenancies Tribunal.
5. To pay on my/our account any outgoings as in relation to the property.
6. To arrange for and supervise any major repairs or renovation to the property authorised by me/us in writing.
7. To carry out inspections approximately every three months and at the end of each tenancy and otherwise at the agent's discretion. I acknowledge that a spring clean will also be carried out at the end of each tenancy at my/our expense to ensure the property is presented at a high standard.
8. To exercise reasonable care in the management of my property but I/we acknowledge that you do not guarantee the rent or the condition of the property.
9. I/we hereby authorise you to act for me/us in matters of mediation or hearing in terms of the Residential Tenancies Act and I/we agree to be bound by any agreements reached in mediation and/or decisions made by the Residential Tenancies Tribunal.
10. I/we hereby acknowledge that all monies owed to me/us will be direct credited into a Bank Account of my/our choice twice per month.
11. I/we confirm that a telephone line is installed at the property and if not, that I/we agree to pay the initial line installation fee. Alternatively if a line cannot be installed, I/we acknowledge that it is my/our responsibility to inform the Property Manager prior to the property being advertised.
12. I/we also agree to pay any gas cylinder rental fees where applicable. The tenant will be responsible for the payment of gas usage.

AGENT FEES AND CHARGES

1. The agent shall be entitled to be paid and remunerated for their services at the following rates:
 - (a) Commission on all moneys collected and all repairs, maintenance and renovations arranged by Ray White8 % plus GST
 - (b) Preparing an initial detailed Property Condition Report.....\$90.00 plus GST
 - (c) To carry out a routine inspection on the property.....\$35.00 plus GST
 - (d) Provision of a Chattels List if furnished detailing any items to the value of \$50.00 or over..... \$60.00 plus GST (Any items under the value of \$50.00 will not be noted on the Chattels List).
 - (e) Attendance at Tenancy Tribunal Hearings or mediation on behalf of the landlord..... \$55 per hour plus GST
 - (f) Credit checking charge for new tenants.....\$15.00 plus GST
2. The agent shall be entitled to deduct his proper charges and reimbursements for monies expended on account of the Owner from rents and other monies collected by him on account of the Owner.
3. The owner acknowledges and agrees that the tenant is also charged the equivalent of one week's rent plus GST as a letting fee.

Initial _____

OWNERSHIP

The Owner in entering into and signing this agreement warrants and confirms to the Agent that they are the registered proprietor of the Premises and/or they have the full authority of the registered proprietor of the Premises to enter into and sign this agreement on their behalf. If subsequently it becomes apparent that the Owner does not or did not have the necessary authority of the registered proprietor of the Premises to enter into and sign this agreement on their behalf then the Owner hereby agrees to indemnify and hold harmless the Agent for any loss or damages that the Agent may incur or suffer as result of the Owners breach of this warranty.

CLEANLINESS

The owner agrees to present the property in good condition with a high standard of cleanliness at the commencement date of this agreement unless the property is occupied by existing tenants. The owner acknowledges that a spring clean in-between tenancies will be carried out at their own cost to bring the property up to a high standard for new tenants.

INSURANCE

The owner warrants that the premises is fully insured at the commencement of the tenancy and shall remain fully insured during the term of the management agreement. The Agent is not responsible to arrange Landlord Protection Insurance or any other insurance in respect of the premises. The owner authorises the agent to act on their behalf in the event of any claims being processed. The owner warrants that the insurance company has been advised the property is intended to be rented.

ON THE MARKET FOR SALE

The owner warrants that the premises is not on the market for sale and will not be placed on the market for a minimum of six months. If the premises is already on the market for sale the owner warrants to disclose this to the agent so that the property is marketed accordingly.

RESOURCE AND BUILDING CONSENTS

The owner warrants that the premises has all relevant building and resource consents and complies with all local authority requirements as to building, including (but not limited to) health and safety requirements and fencing of swimming pool requirements.

INDEMNITY PROVISIONS

It will be a condition of acceptance of your instructions to manage your property that no responsibility rests with the Agent in relation to injury to persons and/or damage to property arising out of the condition of the premises or any hazard in or about the premises.

It will be a further condition of acceptance of your instructions to manage your property that while the Agent shall use his best endeavours to ensure continuity of rental and any other payments to be made by the tenant and also the maintenance of your property, save for gross negligence and wilful misconduct on the part of the Agent, no liability rests with the Agent for any default in rental or other payments due by the tenant in respect of for any damage or loss sustained by you or the property whether caused by the tenant or any other third party and whether or not the tenancy has been arranged by us.

FURNISHED PREMISES

If the premises are to be rented furnished, the owner agrees to prepare a Chattels List itemising all chattels valued at \$50.00 or over with this agreement. Alternatively, the agent will prepare the Chattels List at a cost to the owner as outlined in the fee schedule. No items judged to be valued under \$50.00 will be recorded as individual items therefore should be removed prior to the commencement of this agreement.

TERMINATION OF THIS AGREEMENT

The Authority may be terminated by either party by giving one month notice in writing.

ALTERNATIVE CONTACT IN CASE OF EMERGENCY

If the Agent is unable to contact the owner after all reasonable efforts via the contact details provided, the owner authorises the agent to contact the following person in their absence:

Name of Person: Tel:..... Email:.....

ACCEPTANCE OF APPOINTMENT

I/we acknowledge that I/we have read and understood this management authority and that I/we have been supplied with a signed copy.

Signature of Owner

Signature of Agent

.....

.....

Date:.....

Date:.....

SCHEDULE

TO BE COMPLETED IN FULL BY THE OWNER

OWNERS PAYMENT DETAILS:

Bank Account Name: Bank:.....
Branch: Account No

INSURANCE DETAILS:

Company Name: Policy No:.....
Type of Insurance: i.e. contents/house

ACCOUNTANT DETAILS

Company Name: Contact Person:.....
Do you authorise us to provide your accountant with financial details when requested?.....

BODY CORPORATE DETAILS

Company Name: Contact Person:

PROPERTY DETAILS

Is your property (please circle) unfurnished furnished partly furnished whiteware only
How many bedrooms does your property have?
How many bathrooms does your property have?
What kind of parking is available at the property?

GENERAL

Have you recently purchased the property?..... YES / NO
If so, what date is settlement scheduled to take place?.....
Is the property? (please circle) Vacant Tenanted Owner Occupied
If the property is tenanted and the tenants are vacating, what is their vacate date?.....
Please provide contact details of current tenant or include copy of their Tenancy Agreement.
Name: Tel(h):..... Tel(m):

What is the weekly rent rate you would like to achieve?.....
How long do you anticipate renting your property for?
From what date is your property available for rent?.....
What is the maximum number of persons who may reside at the premises?

Is your property on the market for sale?..... YES / NO
Are pets of any kind permitted, if so, type? YES / NO / MAYBE
Does your property have smoke detectors installed? YES / NO
If your property does not have smoke detectors, can we organise them to be installed? YES / NO
Does your property have a standard TV Aerial?..... YES / NO..... Sky Satellite Dish?..... YES / NO.... Freeview?... YES / NO
Does your property have landline telephone cabling installed?..... YES / NO
I/we confirm that our power/gas is separately metered YES / NO
Would you like us to organise lawn/garden maintenance on a regular basis at your cost?..... YES / NO
Is your property alarmed? If so, please provide the alarm code (_____) YES / NO
I/we understand that there will be a minimum 2 day vacant period between tenancies:..... YES / NO
Please detail where the property's water main is located:.....
.....
.....

Are there any special features your property has that you wish to highlight for our attention?
.....
.....

We value feedback and would appreciate knowing how you heard about Ray White Whangaparaoa?.....
.....

Owner Checklist

1	Management agreement completed in full , each page initialed and signed and dated by owner	
2	Printed bank deposit slip attached	
2	Chattels list – fully or partially furnished (attached if applicable)	
3	Full set of house keys provided with Agreement (if not what arrangement?:)	
4	Current tenants have been advised of this new Management arrangement (As Applicable)	
5	If tenanted, please provide current lease agreement	
6	Does your property have a mailbox?.....(Y/N)	
7	What type of television reception does your property require? (please circle) Standard television Aerial Sky Satellite Dish Freeview Other:.....	
8	Does your property have landline telephone cabling installed?.....(Y/N)	