

Between: (The Owner) and Lochore's Real Estate Ltd (described as The Agent)

Premises to be managed:

IN CONSIDERATION of the Agent placing **my/our** property on your rental lists and endeavouring to secure a tenant for the property described herein, **I/we** hereby authorise you, your heirs & assigns to act as **my/our** Agent in arranging the lease on terms and conditions hereinafter set forth with respect to the property owned by **me/us** and described in the schedule hereunder.

1. To arrange new tenancies as the necessity arises and to sign tenancy agreements on my/our behalf.
2. To collect all rents owing on the property and to pay them out on the 1st & 16th of each month or first working day thereafter.
3. To review rents regularly, to reasonably reflect current rent levels and to consider market conditions.
4. (a) To inspect the said property at regular intervals of months (we recommend every three months) to ensure its continued wellbeing (refer terms and conditions 9b).
(b) To inspect the property one month into each new tenancy (no charge).
(c) To inspect the property at termination of each tenancy before processing of Bond (no charge).
5. To carry out and deduct from my account any repairs, maintenance and charges on the property that may from time to time become necessary:
(a) The cost of any one repair not to exceed \$+ GST (\$500 default if left blank)
OR
(b) After having obtained authority from me or my nominee:

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(c) In any event you are hereby authorised to carry out any urgent repairs that you consider might otherwise affect the wellbeing and/or the rentability of the property.
(d) Where a major repair has been required, all rental monies shall be placed on hold until the repair has been completed and the contractor paid in full. Or, alternatively, where quoted, funds can be prepaid by you and retained in your owner's account.
6. To appear at Mediation and Tribunal hearings, in accordance with the Residential Tenancies Act 1986 & 2010 Amendment on **my/our** behalf. **I/we** agree to be bound by any order made pursuant to such hearings (refer terms and conditions 9d).
7. To appoint, at your discretion, a Debt Collection Agency to pursue outstanding debts from tenants. I authorise you to pay all associated fees on my behalf.
8. This contract shall have a minimum term of twelve (12) months from the time the first tenancy is signed, after which either party may terminate this agency by giving to the other one month's notice in writing.
A \$65.00 + GST fee will be charged on all terminating management authorities to cover administration costs.

9. The agent shall be entitled to be paid and remunerated for his/her services at the following rates:
(a) On all rentals collected 8.5% + GST (unfurnished) 15% + GST (furnished).
(b) On the regular three or six monthly inspections of the property \$60.00 + GST per each inspection.
(c) On arranging repairs, maintenance, and renovations authorised by **me/us**, paying Water Rates, Land Rates, Insurance Premiums, Body Corp Fees and other disbursements as instructed, a fee of 8.5% + GST is payable.
(d) An application fee of \$20.00 + GST payable to tenancy services will be charged to Landlord.
(e) \$18.00 + GST will be charged to the landlord for each TINZ Credit & Database Check.
10. AGENT INDEMNITY
The Agent shall be entitled to deduct its fees for service and reimbursements for monies expended on my account, from any monies collected. Where no monies are held I agree to reimburse you promptly on invoice.
11. The Agent shall use its best endeavours to ensure continuity of rental and maintenance of the property, but shall not be personally liable for any default in payment of rent or any damage caused to the property, vacant or occupied, by any tenant or otherwise, whether or not a tenancy has been arranged by it.
12. No responsibility rests with the Agent in relation to injury to persons and/or damage to the property arising out of the condition of, or any hazard in or about, the property.
13. The undersigned, if not the sole owner of the property, has the authority of all the owners of the property to make this appointment.
14. Special Conditions:
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15. If a dispute arises affecting the health and safety of the tenant, this agreement will terminate immediately.
16. The Agent reserves the right to amend/alter the above terms and conditions by giving one month's notice in writing to the Owner/Authorised person.
17. The Owner is solely responsible for any EQC claims as may be necessary.

Signature of Owner/s or Authorised Signatory:

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Signature of Property Manager, Agent or Authorised Signatory:

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