

## MANAGEMENT AUTHORITY

Between "The Owner" and Jericho Residential Property Management Limited, "The Agent".

In which THE OWNER HEREBY APPOINTS THE AGENT to manage The Owner's property described in the schedules hereto (which schedules shall form part of this agreement) on the terms and conditions described herein.

### The Agent's Powers and Duties

1. To advertise for tenants and to select the best tenant on merit.
2. To sign Tenancy Agreements on behalf of The Owner.
3. To collect a bond of not less than two weeks rent and to deposit that bond with the Tenancy Services Division of the Department of Building & Housing.
4. To organise bond lodgments and refunds.
5. To collect all rental monies as and when they fall due for payment and to take all reasonable steps to compel the payment of any outstanding rent and to enforce other terms and conditions of the Tenancy Agreement.
6. To account to The Owner monthly for all rental monies collected and monies paid out in respect of such rentals. Payments shall be made to The Owner twice a month.
7. To conduct an inspection at the beginning and conclusion of each tenancy and at four monthly intervals during the tenancy. As The Agent is not permitted to inspect the property within four weeks of the last inspection The Owner shall give at least five weeks notice if The Owner requires to visit or inspect the property.
8. Effect repairs or maintenance as reasonably required from time to time to maintain the property(s) including chattels (if any) in good repair or condition in accordance with the following instructions:
  - a) Repairs of any kind below \$250 shall not require my/our approval.
  - b) Repairs exceeding this limit shall require my/our prior approval.
  - c) Repairs ordered by the Tenancy Tribunal and/or repairs in any emergency situation or to protect the property or the health or safety of the tenant(s) shall not require my/our approval.

In the event The Owner requires to arrange or affect repairs or maintenance, The Owner will notify The Agent so that the Tenant(s) can be given the required 24 hours notice.

9. To pay the cost of repairs and maintenance arranged on behalf of The Owner as and when they fall due for payment, to the extent only that moneys are held on behalf of The Owner to enable such payments to be made. Where any such payment exceeds the current moneys held on behalf of The Owner. The Agent is hereby authorised to hold back such moneys until sufficient funds accumulate to meet the cost.
10. To exercise any right I/we have and to prosecute any claim against the tenant and to resolve any dispute with the tenant by negotiation or by attending the Tenancy Tribunal and by compelling eviction through the District Court. As The Owner I/we hereby acknowledge that I/we are bound by mediated orders and Tribunal orders facilitated by The Agent on my/our behalf.

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## The Owner's Undertakings

11. The Owner undertakes responsibility to ensure the premises and chattels are adequately insured.
12. The Owner acknowledges that any tenancy arranged in respect of the property is subject to the Residential Tenancies Act 1986 and amendments.
13. The Owner acknowledges that the property is available for rental for a period of 12 months from the date of the Management Agreement or from the commencement date of the first tenancy, whichever is later.
14. I/we acknowledge that in entering this Agreement, The Agent does not accept liability for damage done to the rental property, nor does The Agent accept liability for the tenant(s) failure to carry out any terms of the contract.
15. I/we warrant the rental property has any and all Code Compliance Certificates and Resource Consents that it requires and that it complies with the Building Act and any other Act affecting the property and all health and safety requirements including the fencing of swimming pools and spas. Should the property fail to comply with any lawful requirement at any time, then The Owner agrees to take immediate steps to ensure continued compliance.
16. I/we as part Owner warrant that I/we have the consent of The Owners to enter into this Management Agreement.
17. I/we confirm that the details in The Schedules are correct and acknowledge that I/we have read and understand the terms of the Management Agreement.
18. If the property is to be let as 'fully furnished' The Owner will provide The Agent with a full list of chattels prior to any letting – all items on the chattels list must be agreed to between The Owner and The Agent and signed by both parties.
19. The Owner undertakes to pay The Agent management fees per the Jericho Commission System. The Owner also agrees that the management fees plus GST be deducted from rents collected by The Agent.

## General Terms

20. The Agent shall use its best endeavors to ensure continuity of occupation and maintenance of the property, but shall not be liable to The Owner for any default in payment of rent or any damage caused to the property by any tenant(s) or other payment due by the tenant(s) or otherwise, whether or not the tenancy has been arranged by The Agent.
21. The Agent or any person employed by it or acting on its behalf shall not be liable for any injury or accident suffered by any person in or about any property managed by it in terms of this Agreement.
22. Jericho Residential Property Management Limited may assign this Agreement and all or any of its rights under it to an assignee who is reputable, responsible and solvent subject to one month's prior written notice of the assignment to The Owner.

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- 23. Anything done by The Agent in terms of this Agreement shall be as fully effective as if done by The Owner personally and shall be binding upon The Owner. If there shall be anything in writing requiring signature by or on behalf of The Owner in the exercise of this Agreement it shall be good and effectual if executed by an authorized representative of The Agent on behalf of The Owner.
- 24. The Owner will hold and keep indemnified The Agent against all actions, suits, proceedings, claims, demand, costs and expenses whatsoever which may be taken or made against The Agent in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of The Agent herein. The Owner acknowledges that this Agreement is carried out subject to the Residential Tenancies Act 1986, decisions and rulings of the Tenancy Tribunal, the Real Estate Agents Act 1976 and any other Act passed by Parliament affecting the duties of The Agent.
- 25. Notices in writing shall be sufficiently served by being delivered or posted to the address for service for The Owner as set out in the Schedule and in respect of The Agent to The Agent's current business address.
- 26. The Owner agrees that the execution and transmission of this Agreement by facsimile to The Agent by The Owner shall be valid and binding on both parties.
- 27. Either party may terminate this agreement with one month's written notice.
- 28. If, for whatever reason, The Owner wishes to terminate this agreement within three calendar months of the signing of this contract, The Agent shall refund any and all management fees charged to the Owner, twice. Termination of the agreement in this circumstance will be effective immediately.

Signed by The Owner(s) .....

Date:

Signed by and on behalf of The Agent .....

Date:

### THE SCHEDULE

Owner's legal name (The Owner): .....

Address for Service: .....

Home PH: ..... Work PH: ..... Mobile: .....

Email: .....

Name of emergency contact: .....

Address: ..... Mobile: .....

Address of property/properties subject to this agreement: .....

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If you manage the property, please provide the following info (and copies of relevant documentation).

Date property is becoming available (if known): .....

Rental paid-to dates (if property is tenanted): .....

Tenant contact details: .....

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Keys/cards provided: .....

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Access/Alarm codes: .....

Full List of Chattels (use separate sheet if property is fully furnished): .....

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Please supply a copy of Body Corporate rules where applicable, and list relevant contact details below:

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Special conditions for inclusion in tenancy agreement (no smoking indoors/no pet clauses are included in all our agreements by default): .....

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Preferred contractors: .....

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If a Property Manager has been managing the property, please provide their contact details below:

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Bank: ..... Account name(s).....

Account Number(s): .....

Notes: .....

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**TENANTS FAVOURITE QUESTIONS**

When is rubbish day? .....

Where's the fuse box? .....

Where's the electricity meter? .....

Where's the gas meter? .....

Where's the water stopcock? .....

**WHERE'S THE NEAREST...**

Bus stop .....

Dairy .....

Supermarket .....

Bottle Shop .....

Gas Station .....

Chemist .....

Post office.....

Primary School(s) .....

Secondary School(s) .....