

TO: LANDLORD SERVICES LTD

OWNER(S) DETAILS:

NAME/S: _____
POSTAL ADDRESS: _____
PHONE:HOME: _____ MOBILE: _____ WORK: _____
EMAIL _____
EMERGENCY CONTACT _____
PHONE HOME: _____ WORK: _____ MOBILE: _____

DETAILS OF MANAGED PROPERTY:

PROPERTY ADDRESS: _____

IS THE PROPERTY FURNISHED / UNFURNISHED? (If property is furnished please provide a complete list of chattels).

RENTAL FIGURE WANTED? _____ OR TO BE BETWEEN? _____ &

RENTAL PROPERTY AVAILABLE

FROM: _____

MAXIMUM NUMBER OF TENANTS: _____ ADULTS: _____

CHILDREN: _____

CURRENT TENANT/S: _____

PHONE: _____

LAWNS: Tenant to maintain Owner to maintain

GARDENS: Tenant to maintain Owner to maintain

WATER RATES: Paid by Tenant Paid by Owner

PETS ALLOWED: Dogs Cats None

Conditions regarding

Pets: _____

BODY CORPORATE: Yes No

If Yes – Body Corp Number: _____

INSURANCE COMPANY: _____ POLICY TYPE: _____

LAND RATES: NO To Be PAID BY THE AGENT On Behalf Of The Owner. YES

WATER RATES: To Be PAID BY THE AGENT On Behalf Of The Owner, and to be recovered from the Tenant YES
 NO

OWNERS POWER OF ATTORNEY (IF APPLICABLE):

Name: _____ Phone: _____

TENANT/S CHECK SERVICE: – (prior to tenancy)

We highly recommend doing these necessary checks on your prospective tenant/s & believe it is money well spent! This does incur a small one off fee of \$35.00 including GST per person to the owner. Reference checks are also done.

This includes the following 5 searches:

1. Ministry of Justice Tenancy Tribunal orders
2. Credit checks – via TINZ
3. C.I.A Debt Recovery Group Ltd
4. T.I.N.Z (Tenancy Information NZ) database
5. LTNZ Drivers Licence national database.

I/We wish Landlord Services Ltd to run a credit check on our future tenant/s at a one off charge of \$35.00 including GST per person.

YES

NO

We can also offer Real Landlord Insurance that cover loss of rent and much more, ask your agent for more details!

PAYMENTS TO OWNER(S): - this is the bank account details for the rent to be deposited into.

DIRECT CREDIT TO BANK ACCOUNT NO:

With the _____ Branch of the
_____ Bank

NAME

OF

ACCOUNT:

TERMS AND CONDITIONS:

MANAGEMENT

I/We, (Owner) hereby appoints Landlord Services Ltd, or their ASSIGNEE, to act as AGENT upon the terms and conditions stated below and on the reverse hereof and under the terms of the Residential Tenancies Act 1986 for advertising for tenants where necessary, renting, tenancing, collecting rent and managing of the premises scheduled on the reverse hereof and agrees to pay the charges as prescribed herein until the agency is terminated in writing by either party upon one month's notice. Landlord Services Ltd on the Owners behalf will review the rent where appropriate and pay, via internet banking the balance of the rental activity held by Landlord Services Ltd on the 1st of every month providing this is a working day, should this date fall on a weekend or public holiday the monies received will be paid on the next working day. A statement of rent received and any disbursements made on the Owners behalf will be sent to me. I/We understand that this contract can be terminated by either party by giving 30 days' notice in writing but cannot be cancelled within the first 6 months unless it has been approved by both parties at the beginning of the contract.

AGENT INDEMNITY

I/We acknowledge and will not hold and keep indemnified the AGENT against all actions, suits proceedings, claims, demands, 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. I/We acknowledge that entering this contract the agent does not accept liability for damage caused 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 their tenancy agreement. I/We acknowledges that this authority is 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.

FINDERS FEE

I/We acknowledges that the AGENT may recover a Finder's Fee up to one weeks rent plus GST (or such lesser fee as the AGENT may require) pursuant to Section 17 (4) of the Residential Tenancies Act 1986 from the tenant.

MANAGEMENT

When performing its duties under this authority Landlord Services Ltd shall be acting solely as the AGENT of the OWNER(S). The AGENT is authorised to sign tenancy agreements for the premises or any part thereof, exercise the Landlord's right to terminate tenancies and serve notices upon the tenants, take such action against the tenants and do all such things necessary to commence AND obtain an order for possession or an order to terminate the Tenancy. The AGENT may collect a bond from each tenant, sign bond lodgements and/or refund documents and where necessary lodge claims against bond money under the rules set out in the Residential Tenancies Act 1986.

The AGENT shall not, by reason of its management of the Property, be liable for payment in respect of, or performance of, any of the OWNER(S) legal, equitable, statutory or other obligations in respect of the Property.

"The AGENT will undertake normal and reasonable supervision to ensure compliance by tenants as far as is reasonable with all the terms and obligations under the Tenancy Agreement and to recover any arrears of rent although it is expressly acknowledged that the AGENT shall not be liable to the

OWNER(S) for any default on the part of tenants or third parties in respect to the payment of rent and other monies nor for any damage caused by the tenants. The AGENT'S obligation in this regard shall extend to personal visitation of the tenants and correspondence with the tenants and to taking all reasonable steps to recover rental in arrears and the costs of repairing damage through the Tenancy Tribunal. If instructed by the OWNER(S) the AGENT will employ a debt collecting agent and institute legal proceedings, however all costs of such actions including the AGENT'S costs will be paid by the OWNER(S)." The AGENT is authorised to deduct from rents collected, all properly authorised expenditure and disbursements made on behalf of the OWNER(S). All charges are subject to variation at 1 month's notice.

REPORTING

The AGENT is required to render to the OWNER(S) a monthly statement of monies collected, charges deducted and accounts paid, and to remit to the OWNER(S) all receipts less disbursements. If at any time the disbursements are in excess of the rents collected the OWNER(S) hereby agree to pay such excess promptly upon demand of the AGENT. The AGENT may, if in its opinion it is necessary, retain in its Trust Account sufficient funds to meet outstanding or pending accounts for properly authorised expenditure or disbursements. The AGENT will advise the OWNER(S) of the amounts retained and the reason for the retention.

REPAIRS

The AGENT is authorised to make or cause to be made any repairs and alterations and to do decorating on the said premises, to purchase supplies and to pay all accounts therefor. The AGENT is to secure the prior approval of the OWNER(S) on all expenditure in excess of \$....., in any one month, except monthly operating charges and/or emergency repairs in excess of the maximum if in the opinion of the AGENT such repairs are necessary to protect the property from damage or to maintain essential services to the tenants as called for in their tenancy agreements. I/WE agree that the AGENT is authorised to spend up to this amount without reference to me, to check the repair is done and pay the account on my behalf from the rent received. Should you wish for a copy of any other invoices, please advise us.

INSURANCE

The AGENT is not responsible to arrange Insurance in respect of the premises unless instructed in writing to do so by the OWNER(S). The OWNER(S) agree to maintain appropriate insurance cover on the property. The owner warrants that the building/property has all relevant building and resource consents and complies with all council requirements as to building, including town planning requirements, health and safety requirements and fencing of swimming pool requirements.

FEES AND CHARGES

In recognition of these services I/We agree that Landlord Services Ltd shall be paid as follows:

1. The AGENT is hereby authorised to charge and deduct from rents collected a commission for the management of this property set at 5.0% + GST of all rents collected.
2. Arranging and/or supervising repairs, maintenance or renovations on the cost thereof 5% + GST.
3. The AGENT will charge \$39.00 + GST to advertise on Trademe when looking for new tenants for your property (s).
4. On applying for mediations or hearings there is a fee of \$20.44 requested by the Tenancy Tribunal.
5. The AGENT will charge for the attendance of hearings or Tribunal at a rate of \$60.00 per hour + GST.
5. The AGENT will undertake inspections four times a year for which a service charge of \$30.00 + GST shall be deducted from the rent collected on my/our account. Inspections at the beginning/ end of each tenancy will also be charged at \$30.00 + GST.

I/We confirm that the details supplied in this Management Authority are true and correct and that I/We acknowledge that it has been read and understood. The OWNER by signing this agreement warrants that they are the owner of the rental premises and/or are authorised to enter into this agreement and has or have authority to appoint Landlord Services Ltd to act as my/our AGENT.

SPECIAL INSTRUCTIONS/INFORMATION

Signed by Owner/s or Authorised Signatory on behalf of Owner/s

Date:

The above mentioned OWNER(S) **OR** Person duly authorised to act on behalf of the OWNER(S)

Signature of Authorised Signatory of Landlord Services Ltd

Date: