

# Exclusive Management Agreement

**Management start date**  **Minimum term of management**

**ADDRESS OF PROPERTY**

To be exclusively managed by the below stated Property Management firm.

The address of the property is considered "the workplace" and "same matter" under section 34 of the Health and Safety at Work Act 2015.

## Notices

The agent may, at the agent's sole discretion, increase any and all charges herein by giving the owner  calendar months notice in writing to the owners address for service.

This authority may be terminated by either party (subject to the other set out rights of the agent herein) on  month's notice in writing only after the expiry of any minimum term set out above, 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.

### Owners / PCBU Details

**FULL NAME OF OWNER**   
**PHYSICAL ADDRESS FOR SERVICE**   
**ALTERNATE ADDRESS FOR SERVICE**   
**EMAIL ADDRESS FOR SERVICE**   
**PHONE**  **MOBILE**   
**PLACE OF WORK**  **WORK PHONE**

### Owners Bank Account Details

**ACCOUNT NAME**   
**ACCOUNT NUMBER**

### Agents / PCBU Details

**PROPERTY MANAGEMENT FIRM NAME**  **OFFICE PHONE**   
**BUSINESS ADDRESS**   
**PROPERTY MANAGERS NAME**  **PHONE**   
**MOBILE**  **EMAIL ADDRESS**   
**PROPERTY MANAGERS NAME**  **PHONE**   
**MOBILE**  **EMAIL ADDRESS**

### Minimum Tenancy Term

To rent property on a ☐ periodic tenancy / ☐ fixed term. Minimum term  or until

## Bond, Inspections, and Maintenance

Bond \$  being  weeks rent.

Inspection frequency

Necessary repairs up to the value of \$  + GST

Optional renovations \$  + GST

## Rates of Remuneration

In consideration of you performing the above duties I / We agree that you shall be entitled to be paid for your services as follows:

% + GST on all rents collected.

% + GST of the cost of arranging and/or supervising, repairs, maintenance or renovations.

for each award of exemplary damages against the tenant(s).

\$  + GST on attending mediations or hearings.

\$  + GST on credit check fee for new tenants.

\$  + GST Advertising fee per tenancy.

\$  + GST Monthly admin fee.

\$  + GST Initial detailed Property Condition Report.

\$  + GST Inspection fee.

## Miscellaneous Rates

\$

\$

\$

\$

## Insurance Details - if any

  

Has the owner supplied a copy of what is expected by the insurance company of the Landlord / Property Manager to ensure they comply with the policy terms. (not following this requirement may lead to declinature).

## Body Corporate - if any

  

Body corporate details for insurance purposes.

**Please supply the body corporate rules.**

## Smoke Alarm Disclosure Statement

**SMOKE ALARM WITHIN 3 METERS OF ALL BEDROOMS:**

☐ Yes ☐ No

**AT LEAST ONE SMOKE ALARM PER STOREY / LEVEL:**

☐ Yes ☐ No

**TOTAL NUMBER OF ALARMS AT THE PROPERTY:**

**DATE BATTERIES WERE LAST CHANGED:**

## Carpet

AGE OF CARPET/FLOOR COVERING  NOTES:

## Keys and Alarms

NO. OF KEYS SUPPLIED

CONTACT PERSON FOR KEYS

ALARM CODE

Control location

## Terms & Conditions for Agreement

I / We hereby appoint the previously stated agent to act as my / our agent and Property Manager (hereinafter called "the agent" on the terms and conditions set out below with respect to the property details and other matters referred to in the property details schedule (which schedule shall form part of this rental management agreement).

and I / We authorise and instruct you:

To recite our names on any tenancy agreement you prepare on our behalf,

To use your style of tenancy agreement and in that agreement to prohibit the tenant from assigning, subletting, or parting with possession of the tenancy premises at any time.

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

If the agent completes the process of advertising, receiving and perusing applications, checked references and has otherwise facilitated the introduction of a suitable tenant, then at that time and before the tenant has signed a written tenancy agreement with the agent and the owner withdraws the property from the rental market for any reason, then the owner shall be liable to pay the agent a letting fee and advertising costs incurred equivalent to the amount lost by reason of the owners withdrawal of the property from the market.

**Inspections** - To complete a property inspection report at the beginning and end of each new tenancy.

To inspect the property, at the stated inspection frequency and to make a written report of the inspection.

**Bond** - To collect a Bond equivalent to the below stated amount weeks rent and to pay the same to Tenancy Services - Ministry of Business Innovation and Employment 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 your judgement is appropriate.

**Rent** - To collect rental payments as and when they fall due for payment.

To review the rent on a regular basis and to recommend the appropriate market rent.

To take all reasonable steps to compel payment of outstanding rent and to enforce other terms and conditions of the tenancy agreement.

**Mediation and Tenancy Tribunal Hearings** - To take any action and or commence any application to the Tenancy Tribunal and in your sole judgement to resolve any dispute with the tenant by negotiation or by attending mediation or by attending the Tenancy Tribunal. As owner I / We acknowledge that I / we are bound by mediated orders and Tenancy Tribunal decisions facilitated by the agent on my / our behalf.

**Enforcement** - The owner agrees that the agent will not enforce any money order made by the Tenancy Tribunal. Any enforcement of any money order shall be the responsibility of the owner.

**Expenses** - To pay all expenses and regular outgoings authorised by me/us and to account to us monthly.

**Professional Cleaning** - The owner will pay for professional cleaners at the end of each tenancy if required.

**Repairs** - To effect repairs to the rented property as and when these become necessary and manage any contractors involved in accordance with the instructions below:

Repairs ordered by the Tenancy Tribunal shall not require my approval.

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.

If the quote or estimate of cost exceeds the monthly credit balance then the owner agrees to lodge sufficient funds to the agents' account before the work is undertaken.

**Health and Safety** - The parties agree that only authorised contractors will be used for work that is to be done at the property. For jobs that do not require an authorised contractor the appropriate tradesperson will be used. Section 203 (PCBU's must use a licensed, certified or registered contractor). I / we as a property owner confirm that I am a PCBU Landlord and I acknowledge that I am responsible under HASAW 2015 jointly with my property manager / property management company / PCBU. I / we acknowledge that although my property manager will take all reasonable steps to contact me regarding repairs, if it is a Health and Safety matter my property manager has a duty to get the matter resolved regardless of whether I have given my permission to have the matter resolved. I / we agree to pay for all repairs.

**Monthly Accounting** - To deduct from any monies held to my/our credit, your proper charges and reimbursement for monies spent on my/our account and send me / us the balance of any monies held by you to my / our credit by cheque or to credit my/ our bank account, together with a financial statement, as soon as possible after your balance date at the end of each month.

**Collection costs** - If at the end of the tenancy there is debt owed by the owner to the agent, then the owner agrees that the owner be liable for and pay for all costs of recovery of the debt, which costs shall be collected by a debt collection agency. Costs payable by the owner shall include, legal fees, debt collection, commissions, fee's and disbursements, and /or court filing fees and disbursements.

**Letting Fee** - If lawfully permitted to do so, I / we direct you to collect any letting fee from the tenant in terms S.17(4)(c) Residential Tenancies Act 1986.

**Insulation** - I/we consent to the agent using any information I/we provided in this Management Agreement and to provide it as the declaration in the Tenancy Agreement and to sign it on my/our behalf.

**Exclusivity** - The Owner agrees that this agreement is exclusive to the Agent / Manager appointed herein. By entering this agreement the owner agrees that the owner will not compete with the Agent / Manager either personally or by appointing another agent or take any steps to do so. This agreement shall be for an initial fixed period which period shall be set out in this management agreement. After the initial fixed period has expired any further period of management shall be without a term and may be terminated by either party on one months notice (subject however to the managers other rights set out herein). Should the owner breach this provision then the owner agrees to pay the agent appointed herein, commission at the agreed rate for the balance of the fixed term, notwithstanding the owner may have appointed another agent or purported to do so.

**Sale of A Property Management Portfolio** - The owner agrees that the property manager /agent may sell the business portfolio comprising the managed property and other properties without requiring the owners consent before the sale but the manager /agent agrees that he /she/ it will within 30 days after settlement of the sale, advise the owners of the new managers details.

**Termination** - Unless the owner has, prior to the termination date of the tenancy confirmed to the agent that the rental property is to be re-rented for a further period, then the agent may at the agent's discretion elect that this management agreement shall terminate contemporaneously with the termination of the tenancy.

**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.

The agent does not accept liability for any damage done by any contractor.

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, including where such loss by the Agent is due to any action or inaction as the case may be of the Owner and which limits or otherwise affects the ability of the Agent to carry out its duties.

**Intermeddling** - If at any time during the currency of this authority, the owner instructs the Agent / Manager to withdraw the property for renting, or to not relist it for renting, or do anything to adversely affect the agent's ability to rent the property, then the owner agrees to pay the Agent / Manager commission at the agreed rate or the rate for the previous month (whichever shall be the higher) for the period during which the property has been withdrawn or not relisted.

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.

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.

I / We agree that I / we will not sell the rented property without first advising the manager in writing. I / We agree that if I / we do sell the property without notification and cause any loss to the manager, I / we agree to indemnify the manager for any and all costs and losses.

I / We authorise the agent to renew any fixed term or periodic tenancy without our written instructions provided the agent has taken all reasonable steps to contact us and has been unable to obtain our written instructions within any reasonable time frame. All terms and conditions herein shall transfer to any renewal whether it shall be for a fix term or renewed on a periodic basis.

If a dispute between the owner and the agent shall arise, and such dispute cannot be resolved to the satisfaction of the agent then the agent at the agent's 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.

If the agent shall receive a 14 day notice sent by the tenant, then the agent shall have full power and authority to remedy the complaint contained in the 14 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 14 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.

I / We agree that as proprietors of a body corporate unit, to advise the agent immediately of any change to body corporate rules.

I / We as part owner agree and warrant that I/we have the consent of the other owners to enter into this management agreement.

I / We confirm that the details supplied are correct and I / We acknowledge that I / We have read and understood this management authority and that I / We have been supplied with a signed copy.

## Additional Terms & Conditions

### Methamphetamine Indemnity Liability Clause

The owner acknowledges that the agent has requested the owner to permit the agent, on behalf of the owner, to conduct a methamphetamine test before the commencement of the tenancy and at the conclusion of the tenancy.

The Owner agrees that if the owner shall decline the agent's request to have the rental property tested for methamphetamine and subsequently a test is conducted during the ensuing tenancy, then the landlord shall be solely liable for any and all costs and expenses arising directly and / or indirectly from the subsequent test.

Failure of a PCBU to meet a required standard under the Residential Tenancies Act 1986 or The Health and Safety at Work Act 2015 may result in a civil suit or prosecution. Although The Tenancy Practice Service LTD takes all reasonable steps to provide up to date information, resources and training, this will not necessarily prevent a prosecution or civil law suit.

## Liability

### Power

METER NUMBER

READING

DATE MONITORED

LIABILITY

☐ Tenant ☐ Landlord

### Gas

METER NUMBER

READING

DATE MONITORED

LIABILITY

☐ Tenant ☐ Landlord

### Water

METER NUMBER

READING

DATE MONITORED

LIABILITY

☐ Tenant ☐ Landlord

### Chimney sweep

DATE MONITORED

LIABILITY

☐ Tenant ☐ Landlord

USABLE?

☐ Yes ☐ No

### Gardens and lawns

GARDENS LIABILITY

☐ Tenant ☐ Landlord

LAWNS LIABILITY

☐ Tenant ☐ Landlord

## Property Information

Room	Information/Chattels
Lounge/Dining	
Bedrooms	
Bathrooms	
Ensuites	
Garage	
Carport	
Kitchen	
Lawn/Deck/Fenced	
Construction Materials	
Body Corporate	
Number of Keys	
Furnished/Unfurnished	
Building Manager Contact	
Gardens	
Driveways and Paths	
NOTES	
NOTES	
NOTES	
NOTES	

Date of construction (for asbestos compliance purposes)

General Property Information	YES	NO	UNSURE
Is the property on the market for sale?			
If yes, has the tenant received a written notice under S.47?			
Are pets permitted?			
Are smokers permitted?			
Do you wish to have a contractor maintain the grounds?			
If you have a swimming pool/spa do you wish to have the owner maintain it?			
If you have a swimming pool/spa do you wish to have a contractor maintain it?			
Is the telephone connected and still in owner's name?			
Does the property comply with town planning and building consents?			
Are there any matters, peculiar to the property, of which you are aware and which might adversely affect the management of the property?			
Does the property have a functioning fire alarm / escape systems?			
Does the property comply with all buildings, health and safety enactments as they apply to the premises?			
Has the property been tested for meth contamination? If yes, what was the test date? <input type="text"/>			
Would you like us to have the property tested for methamphetamine?			
If yes, would you like the property tested between tenancies?			

**RISK ANALYSIS** - Section 34 HASAW 2015 states that PCBU's have a duty to co-operate or agree on a matter.  
**KNOWN RISK AT THE PROPERTY - E.G. SLIPPERY DECK**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**TASK CHECKLIST** - Section 34 HASAW 2015 states that PCBU's have a duty to co-ordinate or take action on a matter. Section 30 states that PCBU's have a duty to eliminate or minimise risk.  
**HOW RISKS WILL BE RESOLVED / MINIMISED - E.G. HAVE DECK CLEANED**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

## Signatures

By signing this Management Agreement, the owner / principal / PCBU agrees that the Property Manager / agent on behalf of the principal, is legally required to have the property tested for asbestos under the Health and Safety at Work Act and agrees to reimburse the agent for the cost of the test.

Signature _____	Consultation Date <input type="text"/>
Property Owner name <input type="text"/>	Property Owner (PCBU)
Signature _____	Consultation Date <input type="text"/>
Management firms representative <input type="text"/>	Property Management (PCBU)

# Insulation Statement

## A - THIS SECTION MUST BE COMPLETED BY LANDLORDS OF INCOME-RELATED RENT TENANCIES

1. Does insulation meet the minimum requirements for ceiling insulation?

☐ Yes ☐ No

If no, explain what exception applies and which room(s) it applies to (e.g. professional installer cannot access skillion ceiling above bedroom 2.) If an exception does not apply, explain how you will comply with insulation requirements within 90 days after the tenancy starts.

2. Does insulation meet the minimum requirements for under floor insulation?

☐ Yes ☐ No

If no, explain what exception applies and which room(s) it applies to (e.g. professional installer cannot access skillion ceiling above bedroom 2.) If an exception does not apply, explain how you will comply with insulation requirements within 90 days after the tenancy starts.

## B - THIS SECTION MUST BE COMPLETED BY ALL LANDLORDS

### Ceiling insulation

#### Location/coverage

☐ Complete (all rooms)

☐ Partial (specify areas not insulated):

☐ None

☐ I don't know as ceiling space is not accessible in the following areas (specify):

#### Type

☐ Segments/Blankets

☐ Loose-fill

☐ Other (specify)

☐ Ceiling space is not accessible

Bulk Insulation value (R-value):  or minimum thickness:

Age of ceiling insulation (if known):

#### Condition

☐ Insulation is in at least a reasonable condition (if not, please explain why):

☐ Insulation has no gaps other than clearances where required (e.g. around older style downlights)

☐ Ceiling space is not accessible

## Under floor insulation

### Location/coverage

☐ Complete (all rooms)

☐ Partial (specify areas not insulated):

☐ None

☐ I don't know as under floor space is not accessible in the following areas (specify):

### Type

☐ Segments/Blankets

☐ Polystyrene

☐ Foil

☐ Bulk Insulation with foil lining

☐ Other (specify)

☐ Under floor space is not accessible

Bulk Insulation value (R-value):  or minimum thickness:

Age of under floor insulation (if known):

### Condition

☐ Insulation is in at least a reasonable condition (if not, please explain why):

The Building Act 2004 bans the installation and/or repair of foil insulation in residential buildings with existing electrical installations. It is an offence to breach this ban and anyone doing so may be liable to a fine of up to \$200,000. If your property currently has foil insulation that is in reasonable condition, then it does not need to be replaced. However if your existing foil installation is damaged (e.g. torn, foil hanging down off the floor joists), then it must be replaced with an alternative insulation product that meets legal requirements.

## Wall insulation

### Location/coverage

☐ Complete (all rooms)

☐ Partial (specify areas not insulated):

☐ None

☐ I don't know as wall insulation is not accessible

Wall insulation is not compulsory, and is not planned to be made compulsory in July 2019. However, you must provide this information where it is known.

## Supplementary Information

Any other details about the type or condition if known:

### C. ADDITIONAL INFORMATION

(This section is optional for tenancies which are not income-related. Income-related rent tenancies are covered by section A.)

**1. Does insulation already meet the minimum requirements for ceiling insulation which will be compulsory from 1 July 2019?**

☐ Yes ☐ No

If no, do any exceptions to the requirement to install insulation from 1 July 2019 apply? (Please explain.)

**2. Does insulation already meet the minimum requirements for under oor insulation which will be compulsory from 1 July 2019?**

☐ Yes ☐ No

If no, do any exceptions to the requirement to install insulation from 1 July 2019 apply? (Please explain.)

**3. Date insulation was last upgraded**

or N/A ☐

**Date insulation was professionally assessed**

or N/A ☐

**4. Please explain how you plan to comply with the requirements before 1 July 2019.**

### Landlord Statement

I/we,  (name of landlord(s))  
declare that the information contained in this insulation statement is true and correct as at the date of signing  
and that all reasonable efforts have been made to obtain information about the location, type and condition of  
insulation at the premises.

Signed by:

\_\_\_\_\_  
**Landlord**

Date signed