

Smokers:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Lawns:	Landlord <input type="checkbox"/>	Tenant <input type="checkbox"/>
Gardens:	Landlord <input type="checkbox"/>	Tenant <input type="checkbox"/>
Other: _____		

Keys Supplied: Number: _____

Alarm: No _____ # - to turn off _____ to Set Remotes: _____

General

Is the Property on the market for sale? Yes No

Does the property have a Code of Compliance Certificate for all work done? Yes No

If there is a pool/spa who is to maintain it? Tenant Landlord

Is there a telephone line connected to the property? Yes No

Is the property on Septic tank or Town Supply? Septic Town

If on Septic – when was the tank last cleaned? _____

Does the property have a fireplace Yes No

If yes, please note that we will arrange chimney cleaning annually.

The maximum number of tenants shall be: _____

Approximate time property is available for tenancing: Long term or a fixed period? _____

If the property has smoke detectors when were the batteries last replaced? _____

Any Special conditions or requirements:

TERMS AND CONDITIONS

The *Owner* hereby appoints the *Agent* on the terms and conditions herein set forth to manage the Owner's property described in the Schedule hereto.

1. When performing its duties under this authority Ted Ingram Property Services Ltd. Licensed (REAA 2008) shall be acting solely as the *AGENT* of the *OWNER* (S).
2. To manage existing tenants and tenancies.
3. To *advertise* for tenants, as and when necessary and to sign tenancy agreements on my/our behalf.
4. To collect *bonds* equivalent to four weeks rent and to pay the same to the Ministry of Housing within 23 working days of receipt and to refund to the tenant at the end of the tenancy any part of the bond that in the Agents judgement is fair and reasonable.
5. To *collect rents* and pay them out as hereinafter directed.
6. To 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.
7. To obtain a credit check and information on any prospective tenant from TINZ and the *OWNER* (S) agree to pay the fee for this service. Currently the fee is set at \$25.00 + gst. per enquiry (\$30.00 + gst. for a joint application) and is subject to change as advised by TINZ.
8. To carry out a schedule of *inspections* during the period of tenancy, the frequency to be four times a year or as arranged between the *AGENT* and the *OWNER* (S).
9. I / We as owner/s acknowledge that 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.
10. To take all reasonable steps to compel payment of *outstanding rent* and to enforce other terms and conditions of the Tenancy Agreement.
11. To resolve any *dispute* with the tenant by negotiation or by attending mediation or by attending the Tenancy Tribunal.

12. To appoint, at your discretion, a *debt collection* agency to pursue any outstanding, unsatisfied money orders from tenants. I/We authorise you to pay all associated fees on my/our behalf.
13. 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 one month's notice.
14. To review the rent regularly.
15. Subject to the provisions of this clause this authority shall be for an initial fixed term for twelve months from the date of the commencement of this authority and during this period the owner shall not be able to terminate the agreement early by the giving of notice. Thereafter, either party shall be able to terminate this agreement on one months notice in writing and shall be sufficiently served by being delivered or posted to the current address for the owner referred to in this authority and in respect of the agent, to the agents current address. If a dispute between the owner and the agent shall arise, affecting or concerning the safety of the tenant or the tenancy premises, and such dispute cannot be resolved to the satisfaction of the agent, then the agent at the agents sole discretion shall have the right to terminate this management agreement forthwith by the agent giving written notice in terms of this paragraph.
16. To effect *repairs* to the rented property as and when these become necessary and in accordance with the following instructions.
 - Repairs of any kind up to the value of \$250.00 or one weeks rent, whichever is the greatest in one month period.
 - Repairs exceeding the above sum shall require my/our approval.
 - Repairs ordered by the Tenancy Tribunal shall not require my approval.
 - Repairs in an emergency situation or to protect the property or to protect the health and safety of the tenant shall not require my approval.
17. The owner hereby agrees that the Agent has the right to *assign* this agreement to a third party without limiting the owner's rights to terminate this agreement subject to those provisions contained in Clause 15.

The Property *schedule* and its contents form part of this agreement.

FEES:

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

- On all rents collected - 7.5% + GST
- Co-ordination of repairs, maintenance or renovations - on the cost 7.5%+ GST.
- On major repairs or renovations and/or supervision thereof a fee agreed upon before the services are carried out.
- Credit check & tenant information check charge for new tenancies – \$25.00 plus GST (\$30.00 plus GST for a joint application.)
- For each inspection of the property - \$40.00 plus GST.
- A letting fee equivalent to one weeks rent plus GST is payable for completing a letting of the property, with such letting fee paid by the tenant by this your instruction, while the Residential Tenancies Act 1986 permits and authorises the letting fee to be paid by the tenant.
- Hardcopy of monthly or end of year statements \$2.50

For statistical purposes:

Please advise how did you find out about us and our services?

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GENERAL

- Contact with overseas owners will be via e-mail. All other cost of communications to overseas owners other than the monthly statements will be charged.
- The AGENT is to render to the OWNER (S) a statement of monies collected, charges deducted and accounts paid, and to remit to the OWNER (S) all receipts less disbursements on a monthly basis.
- 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.
- The AGENT is not responsible to arrange Landlord Protection Insurance or any other Insurance in respect of the premises unless instructed in writing to do so by the OWNER (S)
- The AGENT shall use their 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 to the property, vacant or occupied, by any tenant or otherwise, whether or not a tenancy has been arranged by the AGENT.
- The AGENT shall not be responsible for any injury to persons and/or damage to the property arising out of the condition of, or any hazard in or about the property.
- The Agent shall be entitled to review its fees for services by giving one months notice in writing.

I / we confirm that the details supplied in the Property schedule are correct and I acknowledge that I have been supplied with a signed copy.

The undersigned Warrants having the authority of all the owners of the property to make this appointment

..... **Date**.....
Signature of Owner or Authorised Signatory

..... **Date**.....
Authorized Signatory of Ted Ingram Property Services Ltd Licensed (REAA 2008)

Please return to Ted Ingram Property Services Ltd Licensed (REAA 2008)
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