

## PROPERTY MANAGEMENT AUTHORITY CONTRACT

Marion Barnes Realty Ltd

Licensed Real Estate Agent (REAA 2008)

### PRINCIPAL PARTIES INTERPRETATION:

1. "Owner" shall mean \_\_\_\_\_ of this property located at \_\_\_\_\_.
2. "Agent" shall mean Marion Barnes Realty Ltd whose place of business and address for service are located at 77 Ponsonby Road, Auckland, New Zealand.
3. "Tenant" shall mean the subject of a written tenancy agreement.

Owner \_\_\_\_\_, hereby authorizes Marion Barnes Realty Ltd MREINZ to act as the Owner's agent on the terms and conditions hereinafter set forth with respect to management of the property owned and described in the attached schedule.

Owner hereby instructs Agent (*please delete item/s not required*):

- to arrange Tenants as necessity arises at the market rental and to sign Tenancy Agreements on Owner's behalf.
- to collect rents owing on said property and disburse monies as hereinafter directed.
- to issue receipts for monies collected, with the exception of automatic payments.
- to inspect the said property at regular intervals, and to insure its continued well-being.
- to arrange for and pay for on Owner's account any repairs on the property that may from time to time become necessary and to pay all accounts thereafter from revenue to maintain services to the Tenant as called for in tenancy contract, or where expenditure is ordered by the Residential Tenancies Tribunal or required by the respective Local Council by-laws.

- to arrange for and pay for on Owner's account and supervise any major repairs or renovations to the property, after gaining Owner's authority.
- to act for Owner in all matters of mediation or hearing in terms of the Residential Tenancies Act. Owner agrees to be bound by any agreement reached in mediation and/or leases made by the Residential Tenancies Act.
- to arrange for and pay for on Owner's account a cleaner at the property at the end of a tenancy, should the property be not up to the Property Manager's standards, such action to be taken where the Property Manager considers the time and costs of taking the Tenant to Court (in the case of a dispute) outweighs the costs of bringing in a cleaner.
- to exercise the Landlord's rights to terminate tenancies.
- to serve notices on Tenants.
- to issue notice to terminate the tenancy.
- to take such action against Tenants and do all things necessary to commence and obtain an order to terminate the tenancy from the Tribunal and any appeals arising thereafter.

Owner further agrees:

to reimburse the Tenant the letting fee to cover Tenant's expenses in locating another property, should Owner take the property back for Owner's use, or sell the property within the first 3 months of a Tenant's tenancy.

#### **TERMS AND CONDITIONS OF AGENCY**

1. Marion Barnes Realty Ltd shall be entitled to be paid for its services at the rate of 7.5% of all rents and payments made.
2. GST shall be charged in addition to the above-mentioned charges.
3. Rent to be paid by Agent direct credit into the Owner's bank account on the first of every month, except where that falls on a weekend or holiday, in which case the next working day will apply.
4. Monthly statement to be posted or e-mailed to the Owner by the Agent on the first of every month, except where that falls on a weekend or holiday, in which case the next working day will apply.

5. Thirty (30) days notice of termination of the management in writing by either party at any time.
6. Additional charges:
  - a. Preparing of a case and attendance at Tribunal \$50 + GST per hour
  - b. Carrying out regular inspections and filing report \$35 + GST per hour
7. The Owner confirms that the said property complies with all health and safety requirements.
8. It is a condition of acceptance of Owner's instructions to manage said property that no responsibility shall rest with the Agent in relation to injury to persons and/or damage to property arising out of the condition of the premises, or any hazard in or about the premises. Owner will completely absolve the Agent for any responsibility whatsoever for any actions of the Owner.
9. Marion Barnes Realty shall use its best endeavours to ensure continuity of occupation, at market rentals, and maintenance of the property, but shall not be liable to the Owner for any default in payment due by the Tenant, or any damage caused to the property by the Tenant, whether or not the tenancy has been arranged by Marion Barnes Realty Ltd.
10. The provisions of this Contract shall only be varied by mutual agreement between the principal parties to this Agreement.

**THE SCHEDULE**

Effective commencement date of this Contract \_\_\_\_\_

Address of the Property/ies:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Owner's Bank and branch:

Owner's Account Number: \_\_\_\_\_

Owner's Account Name: \_\_\_\_\_

Regular outgoings to be paid as follows:

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

Owner's full name: \_\_\_\_\_

Owner's Address: \_\_\_\_\_

Phones: Mob: ( ) \_\_\_\_\_ Home ( ) \_\_\_\_\_ Work ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Body Corporate Name: \_\_\_\_\_

Body Corporate Contact: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Policy No: \_\_\_\_\_

Solicitor: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Parties acknowledge that they have read and agreed to the terms and conditions of this Contract and have received a copy.

Signed by:

\_\_\_\_\_  
Owner Date: \_\_\_\_\_

\_\_\_\_\_  
Agent Date: \_\_\_\_\_