

Management Authority

I / We hereby appoint Professionals Macpherson Realty Ltd 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 schedule(s) hereto, (which schedule(s) shall form part of this rental management authority) and I / we authorise and instruct you to:

1. Recite our names on any tenancy agreement you prepare on our behalf.
2. To advertise for tenants, and to select the best applicant on merit and to sign tenancy agreements on my / our behalf using your style of tenancy agreement.
3. If the agent completes the process of advertising, receiving and perusing applications, after checking references and has otherwise facilitated the introduction of a suitable tenant, then if at that time and before the tenant has signed a written tenancy agreement with the agent, shall withdraw the property from the market for any reason, then the owner shall be liable to pay the agent a letting fee equivalent to the letting fee lost by reason of the owners withdrawal of the property from the market.
4. To rent the property on a **fixed term or periodic** tenancy.
5. To complete a property inspection report at the beginning and end of each new tenancy and four times per year providing a written report of the inspection and photographs where appropriate.
6. To collect a Bond equivalent to four weeks rent and to pay the same to the Department of Building and Housing 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 appropriate.
7. To collect rental payments as and when they fall due for payment and to take all reasonable steps to compel payment of outstanding rent and to enforce other terms and conditions of the tenancy agreement.
8. To resolve any dispute with the tenant by negotiation or by attending mediation or by attending the Tenancy Tribunal. As owner I acknowledge that I am bound by Mediated Orders and Tenancy Tribunal decisions facilitated by the agent on my / our behalf. In any cases referred to the District Court I/we will represent ourselves.
9. To pay all expenses and regular out goings (set out in the schedule) authorised by me/us.
10. To effect repairs to the rented property as and when these become necessary and in accordance with the following instructions:
 - a) Repairs of any kind up to the value of \$250.00+ GST
Repairs exceeding the sum of \$500 + gst shall require my/our approval, a minimum 50% deposit and acknowledgement that the balance must be paid on completion of the works.
Repairs ordered by the Tenancy Tribunal shall not require my approval.
 - b) 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.
11. 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 direct credit into my/our bank account, details of which are contained in the schedule hereto together with a financial statement, as soon as possible after your balance date at the end of each month.

12. To deduct from any monies held to my/our credit the cost of bin hire/bag purchase and rubbish collection outside city boundary and in CBD where the services are not rated.
13. MacPherson Realty Ltd does not accept liability for debt incurred by current or previous tenant/s managed prior to the commencement of this agreement.
14. If I/We provide any chattels for tenancies I/we understand I/we are responsible for the maintenance and if necessary, replacement of those chattels throughout the tenancy.
15. The owner does not have to supply a TV aerial/dish, but will not prevent a tenant from arranging a professional installer to erect and/or remove their own aerial/dish at commencement/expiry of tenancy.

Power Connection

16. Power companies will disconnect power at a vacant property once it has been vacant for around ten days. The owner is liable for reconnection costs.
17. If there is gas equipment at the premises, the owner has to supply the property gas bottles by rental through a gas supplier and pay for their annual rental fee.

Natural Disaster or Act of God

18. Where the above has occurred, the following special conditions shall apply:
 - a) The owner shall make his/her own insurance claims with the appropriate parties.
 - b) The owner will deal with and accompany to the property any persons who need to inspect the property to ascertain the damage caused by the natural disaster or act of God.
 - c) MacPherson Realty Ltd shall be available where necessary to carry out (b) for 'absentee owners' or owners who are happy for MacPherson Realty Ltd to represent them at their inspection, and a charge will be made for providing this service at market rates. This will only be carried out where permission in writing has been given by the owner.
 - d) Where necessary, MacPherson Realty Ltd will provide services to owner, where MacPherson Realty Ltd perceive it to be necessary and a charge will be made for providing this service. This will only be carried out where permission in writing has been given by the owner.
 - e) Where the property is uninhabitable and insurance is being paid for loss of rent then this insurance money must be paid to MacPherson Realty Ltd directly and we will then pay out the owner on the due dates with our standard commission charges applying. If the insurance money is not paid to MacPherson Realty Ltd, then the commission will become a liability to the owner and MacPherson Realty Ltd will be invoicing the owner for payment.

Heat Pumps

19. Where Heat Pumps are present in the property, the Agent recommends that the heat pumps are serviced annually at the owners cost to ensure economic efficiency and heat production. While tenants are encouraged to check and clean the filters regularly, it is not legally considered a tenant responsibility.

Smoke Alarms

20. It is strongly recommended that Property Owners install and be responsible for smoke alarms in their properties as well as maintaining the batteries. (We recommend a 10 year battery life tamper proof option) Where smoke alarms are present and listed as a chattel at the commencement of the tenancy, they must be

present at the end of the tenancy, this is a tenant responsibility. If smoke alarms require new batteries, the Property Manager will have these replaced at the owners cost. If it is not reasonably possible for the Property Manager to replace the batteries, replace damaged/expired smoke alarm or install a smoke alarm, the job will be completed by a contractor at the owner's cost. The Agent will not be responsible for any damage or loss that may occur due to non-operational smoke alarms.

Cleaning Between Tenants

21. While tenants are expected to leave the property in a reasonable condition, when a property has been vacant for a time, the property may require a clean before the next tenancy commences. The Owner agrees to this and permits the Property Manager to arrange and deduct payment from rents received.

22. I/We acknowledge that if the property is vacant for any period of time I/we agree to pay for lawns and gardens to be done to the reasonable standards set out by The Residential Tenancies Act 1986 before the next new tenancy commences.

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

Establishment fee \$195.00 including GST

Commission on all rents collected 10% + GST

24. On making an application to the Department of Building and Housing for Mediation or Tenancy Tribunal the \$20.44 application fee shall be deducted from my/our property owner account

25. For each inspection of the property where the property is located outside Invercargill a fee of \$40.00 + GST will be deducted from rents received.

26. I/We acknowledge that where any work done or caused or permitted to be done on the property, a permit, resource consent or building consent required by law was obtained. The works were completed in compliance with those permits or consents. Where appropriate, a code compliance certificate was issued for those works and Under the Building Act, any building on the property that requires a compliance schedule has been issued by a territorial authority. I/we understand that a tenant can sue me/us for \$3,000 for renting any non complying dwelling to them.

27. I/We acknowledge that the agent may at the agent's sole discretion increase any and all charges herein by giving the owner three calendar months notice in writing to the owners address for service.

28. I/We acknowledge that this management is fixed for a minimum of six months from commencement of tenancy. After the initial six months, the contract may be cancelled by providing one month's notice by either party. This notice in writing shall be sufficiently served by being delivered or posted to the address of the owner referred to in this authority and in respect of the agent, to the agent's current business address.

29. 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.

30. I/We as owner/s acknowledge, 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.

31. I/We as owners acknowledge that 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.

32. I/We as owners acknowledge that 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.

33. I/We as owners acknowledge and agree that 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 the paragraph.

34. I/We as owners acknowledge and agree that if the agent shall receive a fourteen day notice sent by the tenant, then the agent shall have full power and authority to remedy the complaint contained in the fourteen 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 fourteen 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.

35. I/We as owners agree that the agent may retain funds to cover prospective expenses, which are or may become payable by us or on our account.

36. I/We as owners agree that no possessions of the owners shall be stored in the property while managed by Professionals Macpherson Realty Ltd.

37. I/We as part owner agree and warrant that I have the consent of the other Owners/Trust/Limited Company/Partnership/Charity or other entity, to enter into this Management Authority.

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

39. Please ensure the electricity is connected at the property prior to any commencement of tenancy.

Signed on Behalf by	Date	Signed on Behalf by	Date
.....

Signature of Agent **Date**

Warning: This is a binding contract. If either party has any doubts professional advice should be sought before signing.

Where an operational heat pump is present do you authorise the Agent to have it serviced annually? YES / NO

Additional Managed Properties

Is there anything at the Property that is not working or cannot be used? YES NO (Please circle)

If yes please provide details _____

Bank Details

Account No:
Branch:
Account Name:

Emergency Contact

Contact Person:
A/H Phone: Mobile:
Email:

Solicitor

Contact Person:
Business Phone: A/H Phone:
Mobile: Fax:
Email:

We recommend you contact your insurance company to discuss insurance options relating to Rental Income & Tenant Damage insurance.

Building and Property Insurance

To be paid by Professionals MacPherson Realty Ltd on Behalf of Property Owner? Yes No
Company:
Building Policy No: Contents Policy No:
Renewal Date: Renewal Date:
Does insurance cover theft of chattels by the tenant Yes No

Land Rates

To be paid by Professionals MacPherson Realty Ltd on Behalf of Property Owner? Yes No
