



1.	LANDLORD 1: Primary contact:				
	Legal Entity/Full Name(s): Rowland Superannuation Fund				
	ABN (if applicable):				
	Telephone: W:		M: 0414 883 844		
	Email: john@rwi.com.au				
	LANDLORD 2: Primary contact:				
	Legal Entity/Full Name(s):				
	ABN (if applicable):				
	Telephone: W:		M:		
	Email:				
	Are there additional landlords? Yes If yes, refer to An	nevure - A	Additional Landlords		
		ilicaule 7	Additional Landiords		
	LANDLORD PRIMARY CONTACT ADDRESS				
	Street 1: 406 Esplanade				
	Street 2:				
	Suburb: Moana	State:	South Australia	Postcode: 5169	
2.	AGENT: Company Name: Cross Southern Pty Ltd Trading as	Trove Pr	operty Management		
	Company Representative: Rebecca Day		, ,		
		RLA No:	187237		
	Street 1: 1 Griffiths Drive				
	Street 2:				
	Suburb: MOANA	State:	SA	Postcode: 5169	
	Telephone: W: 08 8386 1555		M:		
	Email: trove@email.propertyme.com				
3	PREMISES: Street 1: 25 Shoreline Avenue				
J.	Street 2:				
	Suburb: Sellicks Beach	State:	SA	Postcode: 5174	
	Council area: City of Onkaparinga	_ State.	O/ C	1 Osteode. O174	
	Strata/Community Title No:		✓ N/A		
	Strata/Community Manager:		Telephone:		
4.	TYPE OF AGENCY  ✓ Sole Agency				
	General Agency		Dacidantial Managamant Ag	waanaanta walatina ta tha Duamiaaa	
	Note: The Landlord must disclose to the Agent the existence of an	y current i	Kesiaentiai Management Agi	reements relating to the Premises.	
5.	TERM OF MANAGEMENT AGREEMENT				
	The term of the Management Agreement shall be:				
	from 30 / 03 / 20 22 until 14 / 04 / 20 23				
	Date available for rent: 08 / 04 / 2022				
	Preferred Tenancy Term:				
	Fixed months				
	Periodic				
				DSDS	
				JCR €S	
			IN	ITIALS	





6.	RENTAL		
	Rent range as recommended by	Agent:	
	\$ to \$ 570.00	per week	
	Marketing rent range as instruc	ted by Landlord:	
	\$ to \$	per week	
7.	INITIAL MARKETING PERIOD	(Clause 3.2.2)	
	The Initial Marketing Period sha	all be	
	from / 20	until / / 20	
8.	PROFESSIONAL FEES FOR SER	RVICES (GST INCLUSIVE)	
٠.	✓ Management Fee		✓ Inspection:
	(of gross collectables)	0.0%	Ingoing/Outgoing no charge
	✓ Letting	2.2 weeks rent	✓ Periodic Inspections no charge
	✓ Lease Preparation	no charge	✓ Tribunal Hearings \$99.00
	✓ Lease Renewal	no charge	✓ Furniture Inventory POA
	✓ Subletting/Assignment		Other
	✓ Rent Review	no charge	Other
	✓ Overseeing Refurbishment	no charge	Other
	Manufacturers' Manuals		
9.	EXPENSES (GST INCLUSIVE)		
	Marketing Expenses per tenand	cy:	
	Print advertising	Up to maximum \$	
	Signage	Up to maximum \$	
	✓ Internet	Up to maximum \$	
	Professional Photography	Up to maximum \$	
	Other	Up to maximum \$	
	Details		
	Advance Expenses:	\$ (clause 6.	.6)
	Miscellaneous Expenses:		
	Bank Charges \$		Postage \$
	Cheque Fees \$		Administration Fee \$
	Statement Fee \$		Telephone \$
	EFT \$		Other \$
10	. OUTGOINGS		
	The Agent will pay the following	Outgoings relating to the Premis	ses on behalf of the Landlord
	Council Rates	Strata/Community levies	Gardening
	Land Tax	Building Insurance	Pool Maintenance
	Emergency Services Levy	Landlord Insurance	✓ Other Annual Smoke Alarm Compliance
	Water Rates (Item 13)	Water Rates Account Number	er:
11	. MAINTENANCE		
	Maximum expenditure allowed	without Landlord's approval:	\$ 200.00
	be made to contact the Landlord to a emergency, the repairs will be carried	rtaken immediately after they are rep Idvise of the emergency. However, if th d out at the Landlord's expense and the	his is an after hours
	soon as reasonably practicable.		Initials not required if using electronic signature





Nature of benefit	Fr	om whom benefit is to b	e received	Approximate Value
andlord Protection Insuranc	e Terri Scheer	, MGA, Property Insurar	ice Plus	\$15.00
HARGES TO TENANT				
🖊 All water usage costs adju	isted for the period o	of tenancy		
All water usage costs in e	xcess of kL	per annum, with such	allowance to be adj	usted for the period of tenancy
All water supply charges a	adjusted for the peri	od of tenancy		
No charge for water				
Other (specify)				
the Property is not individual	y metered for a servic	e, the Tenant must pay ar	apportionment of th	he cost of the service as set out below:
S	ervice			Apportionment
	vide the Agent with a	copy of the bill for rates a	nd charges by the w	ater supply authority within 21 days of the
issue of the bill.				
AYMENT TO LANDLORD				
unds to be paid to Landlord:	Monthly	✓ Other On the	ne closest working	day to 15th & last day of the month
andlord 1 Payment method:				
Bank account:				
/c Name: JC and CF Rowla	nd in Trust For Rowl	nstitutien/Araacbi Con	amonwealth Bank N	Noarlunga Center
SSB: 065518	Account No: 10	)155718		
Other				
andlord 2 Payment method	(if required):			
Bank account:				
√c Name:	ı	nstitution/Branch:		
SSB:	Account No:			
Other	/ teesune rvo.			
Other				
		ng insurance policies dι	ring the Term:	
NSURANCE (Clause 4.1.5) The Landlord shall effect and	<b>\</b>			
NSURANCE (Clause 4.1.5) The Landlord shall effect and Building/Strata Insurance	•			
NSURANCE (Clause 4.1.5) The Landlord shall effect and Building/Strata Insurance Insurer:	•	Policy	No.:	Date of Renewal:
NSURANCE (Clause 4.1.5) The Landlord shall effect and Building/Strata Insurance Insurer: Landlord Insurance				
NSURANCE (Clause 4.1.5) The Landlord shall effect and Building/Strata Insurance Insurer:		Policy		Date of Renewal:
NSURANCE (Clause 4.1.5) The Landlord shall effect and Building/Strata Insurance Insurer: Landlord Insurance Insurer:		Policy	/ No.:	Date of Renewal:
NSURANCE (Clause 4.1.5) The Landlord shall effect and Building/Strata Insurance Insurer: Landlord Insurance Insurer:			/ No.:	
NSURANCE (Clause 4.1.5) The Landlord shall effect and Building/Strata Insurance Insurer:  Landlord Insurance Insurer:  Contents Insurance Insurer:		Policy	/ No.:	Date of Renewal:
NSURANCE (Clause 4.1.5) The Landlord shall effect and Building/Strata Insurance Insurer:  Landlord Insurance Insurer:  Contents Insurance Insurer:		Policy	/ No.:	Date of Renewal:
NSURANCE (Clause 4.1.5) The Landlord shall effect and Building/Strata Insurance Insurer:  Landlord Insurance Insurer:  Contents Insurance Insurer:  Public Liability Insurance		Policy	/ No.:	Date of Renewal:  Date of Renewal:





16. PETS			
Approved			
Not Approved			
x Negotiable			
17. EXCLUSION OF ANY PART	OE DRODERTY		
17. EXCLUSION OF ANY PART	OF PROPERTY		
18. ADDITIONAL CONDITIONS			
N/A	✓ As detailed below	See annexure	
I John Charles Rowland     make all decisions in relation	& Celia Francis Rowland As Trustees Foon to the management of 25 Shoreline Av	r Rowland Superannuation Fund are both authoris	sed to
make all decicions in relation	on to the management of 20 choroline / w	rollad, Collicke Boach.	
2. Trove Property Manager	nent are providing a let only service where	reby ongoing management is the responsibility of t	ihe
landlords.	noncaro promaniga nocenny comice mice	ez, engemg management is and responsibility or t	
		DS DS	
		INITIALS JCR ES	) : signature

## Residential Property Management Agreement Terms and Conditions





## 1. APPOINTMENT

The Landlord appoints the Agent as its agent to provide the Services in respect of the Premises for the Term in accordance with the terms and conditions of this Agreement.

## 2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

- 2.1 "Act" means the Residential Tenancies Act 1995;
- 2.2 "Advance Expenses" means the amount specified in Item 9 of the Schedule;
- 2.3 "Agent" means the person or organisation specified in Item 2 of the Schedule;
- 2.4 "Expenses" means the items specified in Item 9 of the Schedule;
- 2.5 "GST" means any goods and services tax or similar or comparable tax imposed by and defined in the GST Law;
- 2.6 "GST Law" means A New Tax System (Goods and Services Tax) Act 1999 or any other Act or Regulation pursuant to, associated with, amending or replacing that Act. Any expression used in this Agreement that is also defined in the GST Law shall have, for the purposes of this Agreement, the meaning used in or attributed to that expression by the GST Law;
- 2.7 "Initial Marketing Period" means the period specified in Item 7 of the Schedule;
- 2.8 "Landlord" means the person or organisation specified in Item 1 of the Schedule and includes any executor, administrator, attorney, director or any other person authorised to act on behalf of the Landlord;
- 2.9 "Maintenance Limit" means the amount specified in Item 11 of the Schedule;
- 2.10 "Outgoings" means the payments specified in Item 10 of the Schedule;
- 2.11 "Personal information" is information as defined by the Privacy Act 1988 (Cth)
- 2.12 "Premises" means the property specified in Item 3 of the Schedule;
- 2.13 "Professional Fees" means the amount specified in Item 8 of the Schedule;
- 2.14 "Rental" means the amount specified in Item 6 of the Schedule;
- 2.15 "Services" means the services specified in Item 8 of the Schedule;
- 2.16 "Term" means the period specified in Item 5 of the Schedule.
- 2.17 "REISA" or "We" or "Us" means the Real Estate Institute of South Australia Limited.

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

## 3. AGENCY (SOLE AND GENERAL) AND TERMINATION

- 3.1 Unless otherwise specified in Item 4 of the Schedule the Agent is appointed as the sole agent of the Landlord for the Term.
- 3.2 During the Term of the sole agency this Agreement cannot be terminated unless:
  - 3.2.1 termination is by written agreement between the parties; or
  - 3.2.2 the Premises remain unlet for the Initial Marketing Period in which case the Agreement may be terminated by either party by giving seven (7) days written notice to the other party.
- 3.3 Where the Landlord wishes to terminate this Agreement at the expiration of the Term, the Landlord must provide to the Agent at least twenty one (21) days written notice prior to the expiry of the Term of sole agency.
- 3.4 Unless terminated by the Landlord in accordance with clauses 3.2 or 3.3, upon expiration of the Term of sole agency a general or continuing agency will apply until such time as this Agreement is terminated in accordance with clause 3.5.
- 3.5 A general agency, whether created expressly by appointment or upon expiry of the Term of a sole agency shall continue until terminated by either party giving sixty (60) days written notice to the other party.

## 4. LANDLORD'S OBLIGATIONS

Landlord Warranties

- 4.1 The Landlord warrants that:
  - 4.1.1 it is the owner of the Premises or has the written authority of the registered proprietor to enter into this Agreement;
  - 4.1.2 it has the legal capacity to enter into this Agreement;
  - 4.1.3 all information and/or descriptions provided to the Agent in relation to the Premises are true and correct and undertakes to promptly advise the Agent of any change to that information;
  - 4.1.4 the whole of the Premises:
    - 4.1.4.1 comprise residential premises; and
    - 4.1.4.2 is to be used for residential accommodation.
  - 4.1.5 it holds appropriate insurance in respect of the Premises as specified in Item 15 of the Schedule and will provide evidence of such cover to the Agent within seven (7) days from the date of execution of this Agreement and will maintain such insurance during the Term;
  - 4.1.6 it has disclosed to the Agent the existence of any current Residential Management Agreement relating to the Premises.
  - 4.1.7 the Premises is not subject to any rent control order and if the Premises becomes subject to such an order, the landlord will advise the Agent immediately of such an order.

INITIALS

Initials not required if using electronic signature

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## Residential Property Management Agreement Terms and Conditions





### Landlord Indemnities

- 4.2 The Landlord indemnifies and will keep indemnified the Agent against all liability or loss arising directly or indirectly from, and any costs, charges, late fees and expenses (including, but not limited to any loss of Professional Fees and Expenses) incurred in connection with or attributable to:
  - 4.2.1 any breach of this Agreement by the Landlord;
  - 4.2.2 the failure by the Landlord to provide adequate instructions to the Agent in respect of any matter arising under this Agreement or to provide adequate monies to the Agent to enable the Agent to properly carry out the Agent's obligations under this Agreement;
  - 4.2.3 any loss or damage whatsoever to the Premises or to any goods and chattels on the Premises, or injury to any person accessing the Premises; except to the extent such liability is attributable to the negligence or default of the Agent.
- 4.3 The indemnities contained in clause 4.2 survive the expiration or termination of this Agreement.

## Landlord Acknowledgments

- 4.4 The Landlord acknowledges that:
  - 4.4.1 the Agent may transfer, sell or assign their rights under this Agreement to a third party without the prior consent of the Landlord and upon such transfer the Landlord and the third party shall continue to be bound by the terms and conditions of this Agreement;
  - 4.4.2 the Agent may receive an offer of or receive a commission, fee or reward from another party in regard to the performance of the duties or functions to be carried out by the Agent and the Landlord consents to the Agent receiving such commissions, fees or rewards as specified in Item 12 of the Schedule or otherwise notified by the Agent in writing;
  - 4.4.3 the Agent's duties and obligations are limited to those contained in this Agreement or as otherwise agreed in writing by the parties;
  - 4.4.4 the Agent gives no warranty or other assurance as to the credit worthiness or financial status of any tenant;
  - 4.4.5 where it is registered, or becomes registered for GST it will provide its Australian Business Number to the Agent as soon as reasonably practicable;
  - 4.4.6 the Agent is expressly authorised by the Landlord to carry out the duties and obligations attributed to the Agent pursuant to this Agreement (including, but not limited to, authority to carry out the activities outlined in clause 5.1 and 5.2 below);
  - 4.4.7 the Agent is expressly authorised to deduct any monies due and payable by the Landlord to the Agent pursuant to this Agreement (including but not limited to, the Professional Fees and Expenses) from any monies received by the Agent for and on behalf of the Landlord.

## 5. AGENT'S OBLIGATIONS

## Property Letting

- 5.1 Unless otherwise specified in the Schedule, the Agent will:
  - 5.1.1 use its best endeavours to let or re-let the Premises (as applicable) as and when it becomes vacant, at the Rental specified in Item 6 of the Schedule, or at such other rental as the Landlord from time to time may nominate in consultation with the Agent:
  - 5.1.2 at the Landlord's expense, advertise the Premises to let in an appropriate manner and in accordance with the information supplied by the Landlord;
  - 5.1.3 interview prospective tenants and conduct any necessary checks (as determined by the Agent);
  - 5.1.4 negotiate the terms and conditions of tenancy with any prospective tenants in accordance with the Landlord's instructions:
  - 5.1.5 at the Landlord's expense, prepare a Residential Tenancy Agreement, execute such an Agreement and any other documents which may be required under the Act on behalf of the Landlord.
- 5.2 Notwithstanding clause 5.1, the parties must specify which particular letting obligations are to apply in Item 8 of the Schedule. Where it is agreed that certain letting obligations will not apply to this Agreement, the corresponding sub-clause of clause 5.1 will be waived.

## Property Management

- 5.3 Unless otherwise specified in the Schedule, the Agent will:
  - 5.3.1 collect the Rental and other monies (if any) from the Tenant;
  - 5.3.2 pay from monies collected by the Agent any Outgoings as specified in Item 10 of the Schedule, upon receiving accounts from or for the Landlord;
  - 5.3.3 account and render statements in writing to the Landlord for all monies received, paid or appropriated and to pay all monies due to the Landlord as specified in Item 14 of the Schedule;
  - 5.3.4 inspect the Premises from time to time when deemed necessary by the Agent and if requested by the Landlord to report in writing to the Landlord on the general condition of the Premises;
  - 5.3.5 advise the Landlord of any major damage to or accident occurring in or on the Premises as soon as reasonably practicable upon the Agent becoming aware of same;
  - 5.3.6 at the expense of the Landlord, effect any maintenance or repair to the Premises as is deemed necessary by the Agent, without notice to the Landlord, provided that the cost thereof in any case does not exceed the amount specified in Item 11 of the Schedule;

INITIALS JCR ES Initials not required if using electronic signatu

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## Residential Property Management Agreement Trove Terms and Conditions





- 5.3.7 notwithstanding clause 5.3.6, at the expense of the Landlord, effect any maintenance or repairs to the Premises whatsoever (without regard to the limit specified in Item 11 of the Schedule) where, in the reasonable opinion of the Agent, such maintenance or repair relates to an emergency, provided that the Agent will use reasonable endeavours to contact and gain the approval of the Landlord to engage in such maintenance and repairs prior to authorising such expenditure;
- 5.3.8 at the expense of the Landlord, arrange for any device or keys to the Premises to be provided to the Agent for the purposes of entering the Premises;
- act on behalf of the Landlord in relation to insurance claims and other insurance matters in respect of the Premises as and when required to do so:
- 5.3.10 advise the Landlord if the Premises are or are to become vacant as soon as practicable after the Agent becomes aware of same and to seek the Landlord's instructions as to re-letting;
- 5.3.11 advise the Landlord as and when tenancies become due for renewal and/or expire;
- 5.3.12 negotiate the terms and conditions of extensions or renewals of Residential Tenancy Agreements with tenants in accordance with the Landlord's instructions;
- 5.3.13 refer any application for assignment or subletting to the Landlord;
- 5.3.14 use its best endeavours to advise the Landlord of any known breach of terms of any Residential Tenancy Agreement as soon as reasonably practicable upon the Agent becoming aware of same;
- 5.3.15 complete and serve all forms and notices required which may be served by the Agent on behalf of the Landlord under the
- 5.3.16 at the Landlord's expense, appear before the South Australian Civil and Administrative Tribunal on behalf of the Landlord (upon instruction by the Landlord) at the rates specified in Item 6 of the Schedule;
- 5.3.17 attend at the Premises as reasonably required and complete and serve any documentation, as required under the Act.
- Notwithstanding clause 5.3, the parties must specify which particular management obligations are to apply in Item 6 of the Schedule. Where it is agreed that certain management obligations will not apply to this Agreement, the relevant sub-clause of clause 5.3 will be waived.

## PROFESSIONAL FEES AND EXPENSES

In consideration for the Agent performing its obligations under this Agreement, the Landlord must pay the Agent the Professional Fees, and reimburse the Agent for the Expenses (including the amount of Advance Expenses where required by the Agent), and the Outgoings (if any) pursuant to the terms of clause 6 and specified in Items 8, 9, 10 and 11 of the Schedule.

## **Payment of Professional Fees**

- Subject to clause 6.4, where the Agent introduces or otherwise procures for the Landlord a tenant and the Landlord thereafter enters into an agreement to let the Premises to that tenant or to that tenant's nominee or assign, or if the Premises are let by any other means during the Term the Landlord must at that time pay to the Agent the Professional Fees for letting the Premises.
- The Landlord agrees that if any Residential Tenancy Agreement between the Landlord and a tenant introduced by the Agent pursuant to this Agreement is terminated or lapses by reason of the Landlord's breach or default, or the Landlord being unwilling to proceed with the Residential Tenancy Agreement, that such conduct by the Landlord will be a breach of the Landlord's obligations under this Agreement. In such circumstances the Landlord will, in addition to any other monies payable under this Agreement, be liable to pay to the Agent as liquidated damages an amount equal to the Professional Fees for letting and management which would have been payable if the Residential Tenancy Agreement had been duly completed. The parties acknowledge that this is a genuine pre-estimate of the loss the Agent would incur in relation to such a breach.
- The Landlord will not be required to pay the Professional Fees to the Agent where, during the period in which the Premises are let, this Agreement has been properly terminated or where a general agency exists, the tenant has been obtained by another agent engaged by the Landlord to let the Premises.

## Payment of Expenses

- The Landlord must pay to the Agent the amount of the Expenses specified in Item 9 of the Schedule and actually incurred by the Agent within fourteen (14) days of the Agent rendering an account.
- The Landlord must pay to the Agent the amount of the Advance Expenses within seven (7) days of the date of this Agreement and the Agent may draw upon those monies to meet incurred expenses.

#### 7. **GOODS AND SERVICES TAX (GST)**

The Agent and the Landlord acknowledge and agree that:

- 7.1 If GST applies to any supply made under or in connection with this Agreement by either the Agent or the Landlord:
  - 7.1.1 the Agent may, in addition to any amount or consideration expressed as payable in respect of the supply, recover from the Landlord an additional amount on account of GST; and
  - 7.1.2 the Landlord shall pay to or reimburse to the Agent or to a third party (as the case may be), any additional amount on account of any GST that is or was incurred, paid or payable by the Agent and/or the Landlord in respect of that supply;
  - 7.1.3 the amount payable by the Landlord to the Agent or to a third party in respect of that supply shall be increased by the product of:
    - 7.1.3.1 the rate at which GST is imposed at that time; and
    - 7.1.3.2 the amount or consideration payable for the relevant supply.



## Residential Property Management Agreement Trove Terms and Conditions





- the Landlord shall pay any additional amount on account of GST at the same time as the payment for the relevant supply is payable or at such other time as the Agent directs.
- The Landlord agrees to pay and indemnify the Agent against any taxation penalties and/or interest that may be charged or levied against the Agent in respect of any GST liability under or in connection with this Agreement.
- If for any reason any supply made under or in connection with this Agreement is not GST free or input taxed (as the case may be) as contemplated by the parties, then the Landlord shall on demand pay to the Agent by way of further consideration for the supply, an amount calculated in the manner specified in clause 7.1 including any penalties and/or interest incurred by the Agent under the GST Law.
- Clause 7 shall survive the expiration or termination of this Agreement.

#### INFORMATION USE AND PRIVACY CONSENT 8.

- We respect your right to privacy and are committed to safeguarding your privacy. We adhere to the Australian Privacy Principles contained in the Privacy Act 1988 (Cth).
- We and The Agent collect and use the Landlord's Personal Information and any other information about the Landlord and/or the Premises acquired by the Agent in the course of acting for the Landlord (collectively "the Information") to act on the Landlord's behalf and to perform the services and functions required by the Landlord in connection with this Agreement ("Primary Purpose"). Without limiting the generality of this clause, the Agent may disclose the Information to third parties as may be required to facilitate marketing and promotion activities, to arrange any works, repairs and maintenance in respect of the Property (where applicable), to comply with legislative requirements and for administration purposes.
- Without provision of certain information the Agent may not be able to act effectively or at all on the Landlord's behalf. In addition to the Primary Purpose, the Landlord acknowledges and agrees that We or the Agent may subject to the Privacy Act 1988 (Cth), (where applicable):
  - 8.3.1 collect, use and disclose the Information to promote services to the public and/or to seek potential clients; and
  - 8.3.2 disclose the Information to third parties such as, but not limited to, other real estate business, real estate related bodies. valuers, data collection agencies, financial institutions and media organisations.
- The Agent collects, stores and manages your Information in accordance with its own privacy policy and/or practices. By signing this Agreement the Landlord expressly consents to the collection and use of the Information as provided for in this clause 8 and as specified in Our Privacy Policy at www.reisa.com.au.

## **COPYRIGHT AND INTELLECTUAL PROPERTY**

The material in this Agreement is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the content, compilation and/or data inserted into the Agreement are owned or controlled for these purposes, and are reserved, by Us.

## **ELECTRONIC COMMUNICATION**

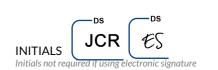
The parties to this agreement each consent to either of them or their representatives signing this agreement by electronic signature and delivering this Agreement by email pursuant to the Electronic Communications Act 2000.

## ADDITIONAL CONDITIONS

This Agreement includes such additional terms and conditions as specified in Item 18 of the Schedule.

## **GENERAL**

- 11.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.
- 11.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.



## Residential Property Management Agreement Execution Page





EXECUTED AS AN AGREEMENT		
Signed by or on behalf of Landlord 1 Landlord Name	JOHN CHARLES  PROWIGHOUS SUPErrannuation F	
Signed by or on behalf of Landlord 2 Landlord Name		Date
Signed by and on behalf of the Agent	Docusigned by: Emily Staska 198ABAD528F1416	Date 31-Mar-22
RECEIP	Т	OFFICE USE ONLY
In executing this Agreement acknowledges receipt of a co	, the Landlord opy of this Agreement.	Copy of Agreement provided to Landlord.

## **Landlord Please Note:**

- 1. REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.
- 2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES

## ANNFXURF A -

## RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT





This Annexure page is to be used only if there is insufficient space in the Schedule. Please insert the relevant corresponding Item number and heading.

ITEM	DESCRIPTION:
	1.YOUR TENANT PORTAL:  If you have a current email, you will receive an invitation to access your private tenant portal with us, via

If you have a current email, you will receive an invitation to access your private tenant portal with us, via 'propertyme'. On your portal you will see all the details of your tenancy, your payment history, copies of water accounts and importantly all the operating manuals to appliances for your property and status of any maintenance.

## 2. MAINTENANCE

We are here to help and you can report maintenance to us any time either via phone, or your portal. For non urgent maintenance please call during business hours. If you have after hours emergency maintenance (think an essential service such as no water or gushing water, no power, or something dangerous or causing damage to the property), please contact us on 8386 1555 to be diverted to the on call manager.

## 3.SMOKE ALARMS:

Smoke alarms save lives. Please keep your alarm free from dust and cobwebs and do not tamper with the alarm in any way. Please let us know immediately if you suspect a fault to the alarm.

## 4. GARDEN MAINTENANCE:

Maintaining gardens is an important responsibility of your tenancy. You are responsible for regular lawn mowing, weeding, sweeping of leaves, removal of rubbish, raking of gravel and very importantly watering. We will be checking gardens are well maintained at all inspections.

5. SMOKING: STRICTLY NO SMOKING INSIDE THE PREMISES.

### 6 VEHICLES:

Parking on lawns is not permitted (except to wash a vehicle) as it can cause damage to lawns and gardens. Please also be careful to ensure your car is not leaking oil as the cost to remove oil from driveways, garages, carports, pathways is costly (and a Tenant responsibility).

### 7. MISPLACED KEYS:

In the unfortunate event you lose the keys to your property or inadvertently lock yourself out, it is the responsibility of the tenant to organise a locksmith to gain entry. Of course if this occurs during our office hours (Monday-Friday 9am-5pm) you may collect our office set to gain access, however they must be returned within 24 hours (or a replacement set will be authorised at the tenants expense).

8. PETS:

Pets are strictly prohibited unless approval in writing has been provided from the Agent. 9. PICTURES:

If you want to put up pictures, please contact us to obtain approval first so we can amend your ingoing report. Sadly blu-tak and sticky tape on walls and even 3M hooks often remove sections of paint when they are taken down which then require patching and painting.

## 10. SWIMMING POOL:

Swimming pools in excess of 300mm high (which includes nearly all inflatable swimming pools) are prohibited from being erected as current local government legislation requires they have compliant pool fencing.

11. PLUMBING/ELECTRICAL:

In the event a contractor is required to remedy an item that is caused by tenant misuse, the tenant is responsible to pay for the associated contractors cost to remedy. To avoid blocked drains please ensure correct disposal of sanitary items to rubbish bins, avoid the use of toilet wipes, correct disposal of cooking oils/fats to rubbish or compost. To avoid call outs for power failures, please unplug all appliances to ensure the fault is not caused by an appliance.

## 12. APPLIANCE MANUALS:

A list of Appliance Manuals provided to you at commencement of the lease are listed on this Lease Agreement. If hard copies are provided (where possible electronic copies are available on your portal) please ensure these manuals are maintained and returned at the end of the tenancy to avoid a \$33 replacement fee.

## 13. ROUTINE INSPECTIONS:

Routine inspections are approximately every 12 weeks and we will provide you 7-14 days notification of your inspection date and time. If you have non urgent maintenance that you have not yet reported, please feel free to leave us a note on your kitchen bench. As per the conditions of offer of your lease, at the inspection we will take internal and external pictures to provide informative reports on the status of the property and maintenance. A copy of your report will be sent to you electronically, and we will be in contact if necessary.

Please note: If a physical routine inspection is unable to be completed when due because industry or government recommendations prohibit access due to Covid-19 you will be asked to provide photographs to Trove Property Management to create a summary report for tenant and landlord records including maintenance matters.

## 14. BREAK LEASE INFORMATION:

This is a fixed term lease agreement. Should you need to terminate your lease early, please contact our office for assistance and information. There are costs associated with breaking a lease as in the Residential Tenancies Act. which include payment of rent until the property is relet. There are also marketing and letting fees proportionate to the lease term.

## 15. CONTENTS AND TENANCY INSURANCE

The tenant acknowledges that they are responsible for insuring their own contents. There are also Tenant Cover policies that provide legal liability cover in the event of a claim that are worth investigating.

