

EXCLUSIVE MANAGEMENT AGENCY AGREEMENT RESIDENTIAL (SHORT VERSION)

The Property, Stock and Business Agents Act 2002 (NSW) and Regulation requires all Agent's instructions to be in the form of a written agreement.

PARTICULARS

Principal(s) Jadi Kelly Pty Ltd ATF The Kelly Family Superannuation Fund

ABN/ACN 626 965 615

GST Registered Yes No

Address 129 Ellesmere Road

Suburb GyMEA Bay

State NSW Postcode 2227

Phone Work 02 9549 0700 Home

Mobile 047730299 Fax

Email* jdk@ownehodge.com.au

*Note: By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

Agent DA & RA Fagan Pty Ltd ATF the DA and RA Fagan Trust

Licensee's Licence No. 10068959

ABN/ACN 83 997 606 264

GST Registered Yes No

Trading as Raine and Horne Cowra

Address 27 Kendal Street
Cowra, NSW Postcode 2794

Phone Work 02 6342 6880 Home

Mobile 0418 208 021 Fax

Email david.fagan@cowra.rh.com.au

Premises to be leased 58B Darling Avenue

Suburb Cowra

State NSW Postcode 2794

Being: Furnished Unfurnished Garage/Car Space included Yes No

Service Fees, Charges and Expenses

6. The Agent shall perform the following services and be entitled to the following fees (GST incl)

| Service | Fee | When due and Payable |
|---|-------------------|----------------------|
| NCAT fees | as per | statutory fees |
| Attendance at a tribunal/court | \$ 50.00 per hour | on invoice |
| Preparation of a tribunal/court case | \$ 50.00 p/h | on invoice |
| Sheriff's fees | as per | statutory fees |
| Arrangement of repairs and maintenance | Nil | |
| Service of any notice | \$ Nil | |
| Calculation and collection of water and sewerage usage charges | % Nil of cost | |
| Arrangement of refurbishment or improvements | \$ Nil | |
| Processing insurance claims, including valuation for insurance purposes | \$ 50.00 per hour | on invoice |
| Disaster/Emergency management fee | % Nil of cost | |
| Other <u>Travel for out of town properties</u> | \$ 0.75 p/km | on invoice |

Note: The services to be provided by the Agent and any fees or expenses payable by the Principal to the Agent pursuant to this agreement cannot be varied except as agreed by the Principal in writing.

Agent's Authority

7. At the end of each tenancy, the Agent is authorised to:
- (a) re-let the premises at market rent for a term not exceeding To be determined by Agent Yes No
 - (b) refer to the Principal for instructions concerning reletting and marketing/promotion. Yes No
 - (c) periodically review the rent when in the opinion of the Agent such a review is appropriate or at the end of each tenancy. Yes No
8. The Agent shall endeavour to verify references from any prospective tenant.
9. In respect of each tenancy, the Agent is authorised and directed on behalf of the Principal to:
- (a) arrange inspection by prospective tenants; Yes No
 - (b) obtain references; Yes No
 - (c) select tenants and enter into and sign Tenancy Agreements; Yes No
 - (d) collect rent; Yes No
 - (e) collect and lodge rental bonds as permitted by law; Yes No
 - (f) make claims for the refund of bond monies having regard to any rent due and the condition of the premises at the end of each tenancy; Yes No
 - (g) respond to any applications by tenants and represent the Principal before the NSW Civil and Administrative Tribunal (NCAT); Yes No
 - (h) exercise the Principal's right to enforce or terminate Tenancy Agreements including the service of notices as necessary; Yes No
 - (i) forward to the Principal copies of any document signed by the Agent on behalf of the Principal; Yes No
 - (j) undertake periodical inspections. Yes No
 - (k) if required, obtain copies of any by-law or management statement relating to a strata or community scheme, which is required to be provided to the tenant. Yes No
10. In respect of each tenancy, the Agent and the Agent's employees from time to time are authorised and directed on behalf of the Principal to make application before the NCAT and to do all things necessary to commence a complete proceedings for the recovery of possession from a tenant and/or the recovery of monies due.
11. Where the premises are furnished an inventory shall be prepared by the: Principal or Agent
12. The Agent is authorised to arrange and pay for repairs and maintenance to be done in accordance with the Principal's obligations or as otherwise instructed provided that any expenditure in excess of \$ 800.00 for any item shall not be incurred without prior approval of the Principal except in an emergency and where the repairs are urgently required.
13. The Agent is authorised and instructed to pay the following from monies received on behalf of the Principal:
- (a) council rates; Yes No
 - (b) water, sewerage and drainage rates; Yes No
 - (c) insurance premiums (see attached schedule); Yes No
 - (d) landlords protection insurance; Yes No
 - (e) owners' corporation levies; Yes No
 - (f) maintenance costs of caretaking/cleaning/gardening; Yes No
 - (g) NCAT fees; Yes No
 - (h) Sheriff's fees; Yes No
 - (i) such other outgoings as the Principal may authorise. Yes No

AGREEMENT

Appointment of Agent

- The Principal, who warrants that they have authority to enter into this Agreement hereby appoints and authorises the Agent and the Agent's employees from time to time exclusively to let and manage the premises in accordance with this Agreement.
- This Agreement shall commence on the 1 / 11 / 2019 and may be terminated by either party giving not less than 14 days written notice of termination but without prejudice to any accrued rights or incurred obligations.
- The Agent is authorised to let the premises for a term of minimum of 6 months at a rent of \$250.00 per week or as otherwise instructed by the Principal.

Agent's Remuneration

- The Agent shall be entitled to the following fees: (GST incl.)
 - (a) 1st weeks rent + GST as a letting fee upon any letting of the premises by the Agent, the Principal or any other agent.
 - (b) \$33.00 as a Tenancy Agreement preparation fee; and
 - (c) for the provision of all ongoing usual property management services in respect of the premises:
 - (i) a management fee of 7.7 % of all monies collected on behalf of the landlord; and
 - (ii) an administration fee of \$ 5.50 per month
 - (iii) other N/A \$

Marketing

- The premises are to be marketed and/or promoted as per the attached schedule
Yes No and/or as follows vacancy list in office, internet & local paper
the fees for each letting are \$ N/A and are due and payable / /

For Lease Sign: Permission is hereby granted for the Agent to erect "For Lease" signage

- Yes No It is acknowledged that the Agent is not responsible for any liability, damages or injuries incurred as a result of the erection of the signage.

Inspection

- Unless the Principal advises to the contrary, any prospective tenant is entitled to inspect the premises in the following circumstances:

By appointment with Agent

Disclosure of Rebates, Discounts, Commissions or Benefits

- In respect of any expenses to be incurred by the Principal or the Agent on behalf of the Principal pursuant to this agreement or if the Agent refers a person to a non-independent service provider, the Agent discloses that the Agent may receive, or expects to receive, rebates, discounts, commissions or benefits from third parties as specified below or as notified by the Agent to the Principal in writing from time to time after the date of this agreement:

| Name of Third Party | Nature of relationship with Third Party | The nature and value of any estimated amount of rebate, discount, commission or benefit |
|---------------------|---|---|
| <u>N/A</u> | | \$ |
| | | \$ |

If no rebate, discount, commission or benefit, write "nil".

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Further Terms and Conditions

16. Unless otherwise instructed, the Agent shall render a monthly statement accounting for monies received, expenses incurred and fees retained in respect of the letting and management of the premises and the balance shall be remitted to the Principal. If at any time amounts payable exceed the balance of the account, the Principal agrees to pay the excess amount to the Agent upon demand.
17. The Principal undertakes to indemnify and keep indemnified the Agent against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Agent in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of the Agent.
18. The Agent shall be entitled to be reimbursed for taxes or deductions debited by banks or other financial institutions against the Agent's account and attributable to the affairs of the Principal.
19. The Agent is authorised to deduct their entitlement to all the abovementioned fees, charges and expenses from any monies received for or on behalf of the Principal at the time they account to the Principal for such monies.
20. Any amounts referred to in this agreement which are payable by the Principal to the Agent in respect of services provided by the Agent under this agreement, including reimbursement of expenses, are expressed inclusive of the Goods and Services Tax ("GST"), at the rate of 10% (the current rate). In the event of the current rate being increased or decreased by legislation, the parties agree that any amounts referred to in this agreement will be varied accordingly.
21. The fees and expenses cannot be varied except as agreed by the Principal in writing.
22. The Agent and the Principal hereby agree to such other special conditions as are annexed to this agreement and signed by both parties.

Financial and Investment Advice

23. **WARNING:** Any financial or investment advice provided by the Agent to the Principal is of a general nature only whose preparation does not take into account the individual circumstances, objectives, financial situation or needs of the Principal. The Principal is advised to consult with their own financial and/or investment advisor.

Service and Signing

24. The Principal acknowledges being served with a copy of this agreement.
25. If the Agent causes this agreement to be electronically signed by way of a third party or electronically served on the Principal by a third party on the Agent's behalf, the Principal agrees that:
 - i the Principal's electronic signature and initials created for the purpose of signing this agreement will be the electronic representation of the Principal's signature and initials for all purposes when the Principal electronically signs this agreement, just the same as a pen-and-paper signature or initial; and
 - ii the Principal's electronic receipt of this agreement, signed by the parties, constitutes service of this agreement and satisfies all requirements of section 55(1)(c) of the *Property, Stock and Business Agents Act 2002* (NSW).

Disclosure of information to tenants.

26. The *Residential Tenancies Act 2010* (NSW) requires that certain information be disclosed to the tenant before the tenant enters into a residential tenancy agreement. Please answer the following:
 - Has the landlord prepared a contract for sale of the residential premises? Yes No
 - Is there any proposal to sell the residential premises? Yes No
 - Has a mortgagee commenced proceedings in a court to enforce a mortgage over the premises? Yes No
 - If yes, is a mortgagee taking action for possession of the premises? Yes No

Material Fact

27. i A landlord or landlord's agent must not induce a tenant to enter into a residential tenancy agreement by any statement, representation or promise that the landlord or agent knows to be false, misleading or deceptive or by knowingly concealing a material fact of a kind prescribed by the *Residential Tenancies Regulation 2010* (NSW). Please answer the following:
 - a. Have the premises been subject to flooding or bush fire in the preceding 5 years? Yes No
Details: _____
 - b. Are the premises subject to significant work, health or safety risks that are not apparent to a reasonable person on inspection of the premises? Yes No
Details: _____
 - c. Are the premises listed on the LFAI Register? Yes No
Details: _____
 - d. Have the premises been the scene of a serious violent crime within the preceding 5 years? Yes No
Details: _____
 - e. Will council waste services be provided to the tenant on a different basis than is generally applicable to premises within the area of the council? Yes No
Details: _____
 - f. Because of the zoning of the land, or other laws applying to development on the land, will the tenant not be able to obtain a residential parking permit (in an area where only paid parking is provided)? Yes No
Details: _____
 - g. Is there a driveway or walkway on the premises which other persons are legally entitled to share with the tenant? Yes No
Details: _____

- ii The Principal warrants that the Principal has supplied the Agent in writing with all the relevant details and information pertaining to all the material facts in respect of the premises.
- iii The Principal acknowledges that the *Property, Stock and Business Agent Act 2002* (NSW) and *Residential Tenancies Act 2010* (NSW) require the Agent to disclose all material facts to prospective tenants.
- iv The Principal directs the Agent to disclose all of the material facts provided in writing by the Principal to the Agent to all prospective tenants of the premises.
- v In this clause:
 - a. "material fact" has the same meaning as it has in Section 52 of the *Property, Stock and Business Agents Act 2002* (NSW) and Section 26 of the *Residential Tenancies Act 2010* (NSW); and
 - b. "LFAI Register" has the same meaning as it has in Clause 3(1) of the *Residential Tenancies Regulation 2010* (NSW).

Privacy Policy

28. The *Privacy Act 1988* (Cth) (the Act) allows personal information to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent the Agent collects, uses and discloses personal information. The Agent may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the Principal of any changes to this Privacy Policy by updating it on the Agent's website or by other written notification to the Principal. Any changes to this Privacy Policy take effect upon the earliest of the update to the website or other notification to the Principal.

The personal information the Principal provides the Agent in connection with this agreement or collected from other sources is necessary for the Agent to: (a) identify and verify the Principal and the premises; (b) advertise and promote the premises for lease; (c) process and assess any application received in relation to the lease of the premises; (d) negotiate and prepare any lease for the premises; (e) liaise and exchange information with the Principal and the Agent's or Principal's legal and other advisors in relation to or in connection with any lease of the premises; (f) manage, serve and sign (and arrange signing of) this agreement and manage any lease of premises including the collection of rent on behalf of the Principal and preparation of required statements of account; (g) comply with any applicable law; (h) confirm whether the Principal is registered for GST purposes; (i) operate controlled money accounts; (j) comply with any dispute resolution process; and (k) contact and liaise with third parties (including, without limitation, goods and service providers and insurers) and to provide those parties with the Principal's personal information.

If the personal information is not provided by the Principal, the Agent may not be able to act on behalf of the Principal effectively or at all. The Agent will take reasonable precautions to protect the personal information holds in relation to the Principal from misuse, loss, and unauthorised access, modification or disclosure.

Personal information collected about the Principal may be disclosed by the Agent for the purpose for which was collected to other parties including the Agent's or Principal's legal and other advisors, advertising and media organisations, property data service providers, prospective and actual tenants, clients of the Agent both existing and potential, tradespeople, strata owners corporations, valuers, government and statutory bodies, financial institutions and other third parties (including, without limitation, goods and services provide and insurers) or as required by any applicable law.

The Agent may also use the Principal's information including personal information for marketing and research purposes to inform the Principal of products and services provided by the Agent, which the Agent considers may be of value or interest to the Principal, unless the Principal tells the Agent (see opt out option below) or has previously told the Agent not to. If the Principal does not wish to receive any information about such products and services then please tick this box: or otherwise notify the Agent using the Agent's contact details set out earlier in this agreement.

The Principal has the right to request access to any personal information held by the Agent which relates to the Principal, unless the Agent is permitted by law (including the Act) to withhold that information. Any requests for access to the Principal's personal information should be made in writing to the Agent at the contact details included in this agreement. The Agent may charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). The Principal has the right to request the correction of any personal information which relates to the Principal that is inaccurate, incomplete or out-of-date.

By signing this agreement, the Principal acknowledges that it has read, understands and accepts the terms of this Privacy Policy and the permissions to collect, use and disclose personal information, and the Principal authorises the Agent to collect, use and disclose, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

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SCHEDULE

DISBURSEMENTS - PARTICULARS

RATES

Council _____

Water/Sewerage _____

Heating/Lighting _____

Fuel _____

Electricity _____

INSURANCE

Company _____

Broker/Agent _____

INSURANCE POLICIES

| | Name of Insurer | Policy Number | Due Date | Agent to Pay | Yes | No |
|-----------------------|-----------------|---------------|----------|--------------|--------------------------|--------------------------|
| Building | | | / / | | <input type="checkbox"/> | <input type="checkbox"/> |
| Contents | | | / / | | <input type="checkbox"/> | <input type="checkbox"/> |
| Household/Fire | | | / / | | <input type="checkbox"/> | <input type="checkbox"/> |
| Extension | | | / / | | <input type="checkbox"/> | <input type="checkbox"/> |
| Plate Glass | | | / / | | <input type="checkbox"/> | <input type="checkbox"/> |
| Public Liability | | | / / | | <input type="checkbox"/> | <input type="checkbox"/> |
| Workers' Comp | | | / / | | <input type="checkbox"/> | <input type="checkbox"/> |
| Loss of Rent | | | / / | | <input type="checkbox"/> | <input type="checkbox"/> |
| Landlords' Protection | | | / / | | <input type="checkbox"/> | <input type="checkbox"/> |
| Other | | | / / | | <input type="checkbox"/> | <input type="checkbox"/> |

UNIT LEVIES

Strata Plan No. _____ Lot No. _____ Garage Lot No. _____

Strata Management Agent _____

Address _____

Postcode _____

Phone Work _____ Home _____

Mobile _____ Fax _____

Email _____

CARETAKING, ETC (attach work schedules)

Cleaner _____

Gardener _____

Pest Control _____

Other _____

MAINTENANCE CONTRACTS

Air Conditioning _____

Lift _____

Pool _____

Other _____

STATEMENTS

Statement in name of _____

Forward to Name _____

Address 129 Ellesmere Road
Gymea Bay NSW Postcode 2227

Phone Work 02 9549 0700 Home _____

Mobile _____ Fax _____

Email jdk@owenhodge.com.au

Copy to _____

Cheques Payable to _____

OR Bank to the Credit of _____

Account Number 000966462418 BSB 182 /512

Bank Macquarie Bank

Branch _____

Address _____ Postcode _____

PRINCIPAL'S REPRESENTATIVE / SOLICITOR

Name _____

Address _____

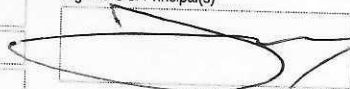
Postcode _____

Phone Work _____ Home _____

SPECIAL INSTRUCTIONS

SIGNATURES

Principal:
If I sign this agreement electronically, I agree to be legally bound by the terms of this agreement.
Signature of Principal(s)

 Date 9.12.19

Name of Principal _____

Date _____

Name of Principal _____

Agent:
If I sign this agreement electronically, I agree to be legally bound by the terms of this agreement.
Signature of Agent

 Date 14/11/19

Name of Agent Rachel Moore



PROPERTY MANAGEMENT INSPECTION REPORT

The Property, Stock and Business Agents Act 2002 (NSW) and Regulation requires all Agent's instructions to be in the form of a written agreement.

BETWEEN PRINCIPAL(S) Jadi Kelly Pty Ltd ATF The Kelly Famil

ABN/ACN 626 965 615

ADDRESS 129 Ellesmere Road

GST Registered: Yes No

Suburb GyMEA Bay

State NSW

Postcode 227

Phone: Work 02 9549 0700

Mobile

Home

Fax

Email jdk@ownehodge.com.au

AND AGENT DA & RA Fagan Pty Ltd ATF the DA and RA Fagan Trust

LICENSEE'S LICENCE NO. 10068959

ABN/ACN 83 997 606 264

TRADING AS Raine and Horne Cowra

GST Registered: Yes No

ADDRESS 27 Kendal Street

Cowra, NSW

2794

Phone: Work 02 6342 6880

Mobile 0418 208 021

Home

Fax

Email david.fagan@cowra.rh.com.au

Address of Property 58B Darling Avenue

Suburb Cowra

State NSW

Postcode 2794

Description of Property (eg. house, unit, number of bedrooms, garage etc.)

Description of Exterior Condition of the Property

Description of Interior Condition of the Property

Fixtures to the Property

Fittings (not being fixed to the property) which are provided with the Property

Improvements made to the Property

Anything provided with the Property

Work to be done by the Principal

Estimated Date of Completion

If I sign this agreement electronically, I agree to be legally bound by the terms of this agreement

Signature of Agent

Date of Report

14/11/19

Name of Agent Rachel Moore