

Residential Property Management Agreement Schedule

Dodd & Page



1. **LANDLORD:** Full Name(s):

Street 1: Street 2: Suburb: State: Postcode: ABN (if applicable): Telephone: W: H: M: F: Email:

The Landlord consents to the email address supplied above, or any other email address supplied by the Landlord in writing, to be used by the Agent for the purpose of communication with the Landlord.

2. **AGENT:** Company Name:

Company Representative: ABN (if applicable): RLA No: Street 1: Street 2: Suburb: State: Postcode: Telephone: W: F: M: Email:

3. **PREMISES:** Street 1:

Street 2: Suburb: State: Postcode: Council area: Strata/Community Title No: N/AStrata/Community Manager: Telephone:

4. TYPE OF AGENCY:

 Sole Agency General Agency

Note: The Landlord must disclose to the Agent the existence of any current Residential Management Agreements relating to the Premises

5. RENTAL:

Rent Range: to per week

6. PROFESSIONAL FEES FOR SERVICES (GST INCLUSIVE):

 Management Fee
(of gross collectables) Letting/Re-Letting Lease Preparation Lease Renewal Rent Review Overseeing Refurbishment Other Manufacturers' Manuals Inspection:
Ingoing/Outgoing Maintenance Periodic Inspections Tribunal Hearings Furniture Inventory Document Preparation Other

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7. TERM OF MANAGEMENT AGREEMENT:

The term of the Management Agreement shall be:

from 22 / 12 / 2017 until 22 / 12 / 2019

Other (specify) _____

Date available for rent: 30 / 01 / 2018

Preferred Tenancy Term:

- Fixed 12 months
- Periodic

8. INITIAL MARKETING PERIOD (Clause 3.2.2):

The Initial Marketing Period shall be

from 22 / 12 / 2017 until 22 / 03 / 2018

9. EXPENSES (GST INCLUSIVE)

Marketing Expenses:

- Media advertising Up to maximum \$ NIL As necessary to secure tenant
- Signage Up to maximum \$ NIL As necessary to secure tenant
- Internet Up to maximum \$ 150.00 As necessary to secure tenant
- Other Up to maximum \$ _____ As necessary to secure tenant
- Advance Expenses: \$ _____ (clause 6.6)

Miscellaneous Expenses:

- Bank Charges \$ 4 per account Postage \$ _____
- Cheque Fees \$ _____ Administration Fee \$ _____
- Statement Fee \$ _____ Telephone \$ _____
- EFT \$ _____ Other \$ _____

10. OUTGOINGS

The Agent will pay the following Outgoings relating to the Premises on behalf of the Landlord

- Council Rates Strata/Community levies Other _____
- Water Rates (Item 13) Building Insurance Other _____
- Land Tax Landlord Insurance Other _____
- Emergency Services Levy Gardening Other _____

11. MAINTENANCE

Maximum expenditure allowed without Landlord's approval: \$ _____

Emergency maintenance contact: _____ Tel: _____

Note: Emergency repairs will be undertaken immediately after they are reported. Every effort will be made to contact the Landlord to advise of the emergency. However, if this is an after hours emergency, the repairs will be carried out at the Landlord's expense and the Landlord advised as soon as reasonably practicable.

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12. DISCLOSURE OF AGENT'S INTERESTS

Not applicable

Nature of benefit	From whom benefit is to be received	Approximate Value

13. CHARGES TO TENANT:

All water usage costs adjusted for the period of tenancy

All water usage costs in excess of kL per annum, with such allowance to be adjusted for the period of tenancy

All water supply charges adjusted for the period of tenancy

No charge for water

Other (specify)

If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:

Service	Apportionment
Electricity	100% Tenant

Note: The Landlord should provide the Agent with a copy of the bill for rates and charges by the water supply authority within 21 days of the issue of the bill.

14. PAYMENT TO LANDLORD

Funds to be paid to Landlord: Monthly Other

Payment method:

Bank account:

A/c Name: Institution/Branch

BSB: Account No:

Other:

15. INSURANCE (Clause 4.1.5)

The Landlord shall effect and maintain the following insurance policies during the Term:

Building/Strata Insurance Landlord Insurance Contents Insurance Public Liability Insurance

Other (specify)

16. ADDITIONAL CONDITIONS

N/A

As detailed below

See annexure

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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 8 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 "Premises" means the property specified in Item 3 of the Schedule;
- 2.12 "Professional Fees" means the amount specified in Item 6 of the Schedule;
- 2.13 "Rental" means the amount specified in Item 5 of the Schedule;
- 2.14 "Services" means the services specified in Item 6 of the Schedule;
- 2.15 "Term" means the period specified in Item 7 of the Schedule.

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 clause 3.2, 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.

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.

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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 5 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 6 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;
 - 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;
 - 5.3.9 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 Act;
 - 5.3.16 at the Landlord's expense, appear before the Residential Tenancies 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.
- 5.4 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.

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6. PROFESSIONAL FEES AND EXPENSES

6.1 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 6, 9, 10 and 11 of the Schedule.

Payment of Professional Fees

6.2 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.

6.3 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.

6.4 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

6.5 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.

6.6 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; and

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.

7.1.4 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.

7.2 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.

7.3 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.

7.4 Clause 7 shall survive the expiration or termination of this Agreement.

8. INFORMATION USE AND PRIVACY CONSENT

8.1 The Agent collects and uses 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.

8.2 Without provision of certain information the Agent may not be able to act effectively or at all on the Landlord's behalf.

8.3 In addition to the Primary Purpose, the Landlord acknowledges and agrees the Agent may subject to the *Privacy Act 1988 (Cth)* (where applicable):

8.3.1 collect, use and disclose the Information to promote the services of the Agent 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

8.4 Subject to any applicable statutory limitations and requirements, the Landlord has the right to access any Personal Information which may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.

8.5 By signing this Agreement the Landlord expressly consents to the collection and use of the Information as provided for in this clause 8, and for the purposes of this agreement, "**Personal Information**" has the same meaning as in the *Privacy Act 1988 (Cth)*.

9. OTHER CONDITIONS

This Agreement includes such other terms and conditions as specified in Item 16 of the Schedule.

10. GENERAL

10.1 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.

10.2 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.

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EXECUTED AS AN AGREEMENT

Dated this Day of 2017

Signed by or on behalf of the Landlord _____

Signed for and on behalf of the Agent _____

RECEIPT

In executing this Agreement, the Landlord acknowledges receipt of a copy of this Agreement

OFFICE USE ONLY

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