

MANAGEMENT AUTHORITY

TO :

OWNER(S):
POSTAL ADDRESS:
PHONE: Bus A/h Fax/Mobile
EMERGENCY CONTACT NAME:
PHONE: Bus A/h Fax/Mobile

SCHEDULE OF PREMISES:

Address: Type Rent \$

MANAGEMENT

The OWNER(S) appoints JUST RENTALS LTD, or their ASSIGNEE, to act as AGENT upon the terms and conditions stated below and on the reverse hereof for renting, tenanting, collecting rentals and managing of the premises scheduled on the reverse hereof and agrees to pay the charges as prescribed herein until the agency is terminated in writing by either party upon one month's notice.

FEES AND CHARGES

1. The AGENT is hereby authorised to charge and deduct from rents collected a commission for the management of this property set at % of all rents collected.
2. The following additional charges will also be made and deducted from rent collected.
 - a) Inspections at monthly intervals and the preparation of a Report: \$30.00
 - b) Attendances at Tenancy Board Tribunal Hearings or a Mediation in respect to the OWNER(S) property: \$30.00 per hour
 - c) Attendance at a Body Corporate Meeting: \$30.00 per hour
 - d) ~~The costs of all faxes, telephone calls and bank fees to overseas owners.~~
 - e) ~~Additional copies of monthly statements and/or supporting documentation: \$5.00 per month~~
3. There is no charge for arranging and paying accounts relating to normal regular maintenance and minor repairs. Where the OWNER(S) require the AGENT to arrange, supervise and make payments for major repairs and alterations, a fee based on an hourly rate will be agreed with the OWNER(S) prior to work commencing.
4. All the above charges are GST exclusive. The owner agrees to pay, and authorise deduction of, GST thereon.

PAYMENTS TO OWNER(S)

DIRECT CREDIT TO BANK ACCOUNT NO:
With the Branch of the Bank
ACCOUNT NAME:
OR CHEQUE PAYABLE TO:

PAYMENTS TO BE MADE ON BEHALF OF OWNER(S)

The AGENT is authorised to pay the following accounts on behalf of the OWNER(S)

RATES: Yes / No WATER RATES: Yes / No BODY CORPORATE LEVIES: Yes / No
OTHER ACCOUNTS:
INSURANCE: Yes / No Name of Insurance Co/Broker:
Policy No's: Dwelling Contents:

TERMS AND CONDITIONS

MANAGEMENT

When performing its duties under this authority JUST RENTALS LTD shall be acting solely as the AGENT of the OWNER(S). The AGENT is authorised to sign Tenancy Agreements for the premises or any part thereof, exercise the Landlord’s right to terminate tenancies and serve notices upon the tenants, take such action against the tenants and do all such things necessary to commence AND obtain an order for possession or an order to terminate the Tenancy. The AGENT may collect a bond from each tenant, sign bond lodgments and/or refund documents and where necessary lodge claims against bond money under the rules set out in the Residential Tenancies Act 1986. The AGENT shall not, by reason of its management of the Property, be liable for payment in respect of, or performance of, any of the OWNER(S) legal, equitable, statutory or other obligations in respect of the Property. “The AGENT will undertake normal and reasonable supervision to ensure compliance by tenants as far as is reasonable with all the terms and obligations under the Tenancy Agreement and to recover any arrears of rent although it is expressly acknowledged that the AGENT shall not be liable to the OWNER(S) for any default on the part of tenants or third parties in respect to the payment of rent and other monies nor for any damage caused by the tenants. The AGENT’S obligation in this regard shall extend to personal visitation of the tenants and correspondence with the tenants and to taking all reasonable steps to recover rental in arrears and the costs of repairing damage through the Tenancy Tribunal. If instructed by the OWNER(S) the AGENT will employ a debt collecting agent and institute legal proceedings, however all costs of such actions including the AGENT’S costs will be paid by the OWNER(S)”. The AGENT is authorised to deduct from rents collected, all properly authorised expenditure and disbursements made on behalf of the OWNER(S). All charges are subject to variation at 1 month’s notice.

LETTING FEE

The OWNER(S) acknowledges that the AGENT may recover a Letting Fee equivalent to one weeks rent plus GST (or such lesser fee as the AGENT may require) pursuant to Section 17 (4) of the Residential Tenancies Act 1986 from the tenant.

REPORTING

The AGENT is required to render to the OWNER(S) a monthly statement of monies collected, charges deducted and accounts paid, and to remit to the OWNER(S) all receipts less disbursements. If at any time the disbursements are in excess of the rents collected the OWNER(S) hereby agree to pay such excess promptly upon demand of the AGENT. The AGENT may, if in its opinion it is necessary, retain in its Trust Account sufficient funds to meet outstanding or pending accounts for properly authorised expenditure or disbursements. The AGENT will advise the OWNER(S) of the amounts retained and the reason for the retention.

REPAIRS

The AGENT is authorised to make or cause to be made any repairs and alterations and to do decorating on the said premises, to purchase supplies and to pay all accounts therefor. The AGENT is to secure the prior approval of the OWNER(S) on all expenditure in excess of \$....., for any one item, except monthly operating charges and/or emergency repairs in excess of the maximum. If in the opinion of the AGENT such repairs are necessary to protect the property from damage or to maintain essential services to the tenants as called for in their tenancy agreements.

INSURANCE

The AGENT is not responsible to arrange Landlord Protection Insurance or any other Insurance in respect of the premises unless instructed in writing to do so by the OWNER(S).

ACT INDEMNITY

The OWNER(S) will hold 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 herein. The OWNER(S) acknowledges that this authority is subject to the Residential Tenancies Act 1986, decisions and rulings of the Tenancy Tribunal, the Real Estate Agents Act 1976 and any other Act passed by Parliament affecting the duties of the AGENT.

AUTHORITY BY FACSIMILE

The OWNER agrees that the execution and transmission of a facsimile copy of this Authority to JUST RENTALS LTD by the OWNER(S) shall be valid and binding.

SPECIAL INSTRUCTIONS/INFORMATION

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SIGNED by the abovementioned OWNER(S)).....
OR)
Person duly authorised to act on behalf of the OWNER(S)).....

DATE: