

Between Principal	
ABN/ACN	GST Registered: Yes/No
Address	
Phone: Work	Mobile
Phone: Home	Fax
Email	
And Agent	Glowroar Pty Ltd
Licensee's Licence No.	807542
ABN/ACN	53 056 002 950/056 002 950
GST Registered Yes	
Trading as	Brough Real Estate
Address 28 Hercules Street Ashfield 2131	
Phone: Work	02 8753 2300
Mobile	0414598435
Fax	02 9797 0324
Email	admin@brough.net.au

Address of Premises

[Text input field]

Description of Premises (e.g. house, unit, number of bedrooms, garage, etc.)

[Text input field]

Description of the exterior condition of the Premises

[Text input field]

Description of the interior condition of the Premises

[Text input field]

Fixtures to the Premises

[Text input field]

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

[Text input field]

Improvements made to the Premises

[Text input field]

Anything provided with the Premises

[Text input field]

Work to be done by the Principal

[Text input field]

Estimated date of completion

[Text input field]

Signature of Agent

[Signature line]

Date

[Date line]

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

PARTIES

Principal

ABN/ACN	GST Registered	Yes/No
Address		
Phone: Work	Mobile	
Phone: Home	Fax	
Email		

Agent

Glowroar Pty Ltd		
Licensee's Licence No. 807542		
ABN/ACN 056 002 950/53 056 002 950	GST Registered	Yes
Trading as Brough Real Estate		
Address 28 Hercules Street Ashfield 2131		
Phone: Work 02 8753 2300	Mobile 0414598435	
Fax 02 9797 0324	Email admin@brough.net.au	

PREMISES

Address of Premises to be leased

Being: Unfurnished

Garage(s)/Car Space(s) included Yes/No

AGREEMENT

Agent's Appointment

- The Principal hereby appoints the Agent exclusively to lease and to manage the Premises in accordance with this agreement.
- It is agreed that the Agent may from time to time delegate to the Agent's employees all or any of the authority vested in the Agent by this agreement.
- This agreement shall commence on the _____ and may be terminated by either party giving not less than _____ as agreed _____ written notice of termination but without prejudice to either party's rights accrued or obligations incurred prior to the effective termination.

Leasing

4. The Agent is authorised to lease all or any part of the Premises on the following conditions, or as otherwise instructed:

- Term of the tenancy agreement
- Rent \$ per payable in advance or such other rent as the Principal may agree to accept.
- Rental bond \$ or equivalent to weeks rent in respect of each tenancy.

Special Instructions

5. _____

Agent's Authority

6. At the end of each tenancy, the Agent is authorised to:

- Re-lease the Premises at market rent for a term not exceeding Yes
- Refer to the Principal for instructions concerning re-leasing and advertising/promotion Yes
- Review the rent when in the opinion of the Agent such a review is appropriate. Yes

Agent's Remuneration

7. The Agent shall be entitled to the following fees: (GST inclusive)

- A leasing fee upon effecting the leasing
- A tenancy agreement preparation fee of
- A management fee of % of all monies collected on behalf of the Principal
- An administration fee of per
- Other

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

Service Fees, Charges and Expenses

8. The Agent shall perform the following services and be entitled to the following fees (GST inclusive):

	Fee	When due and Payable
Attendance at a tribunal/court	\$as agreed per hour	
Arrangement of repairs and maintenance	\$as agreed	
Service of any notice	\$NIL	
Applying for a court or tribunal order	\$as agreed	
Preparation of a tribunal case	\$as agreed	
Calculation and collection of water and sewerage usage charges	%as agreed of cost	as agreed
Arrangement of refurbishment or improvements	\$as agreed	
Processing insurance claims, including valuations for insurance purposes	\$as agreed per hour	
Disaster/emergency management fee	%as agreed of cost	
Other		

9. In the event that the Agent incurs expenses or charges relating to the leasing and/or management of the Premises or any part thereof they are entitled to reimbursement as follows:

	Fee	When due and Payable
Marketing and/or promotional expenses for each leasing	\$as agreed	
Statements/administration fees	\$as agreed	
Office expenses in respect of each management being postage, phone calls and out of pocket expenses	\$as agreed	
Other		

Variation of Fees and Expenses

10. 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.

Promotional Activities

11. The Premises are to be advertised and/or otherwise promoted

Or as follows:

and is due and payable

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

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.

Administration of Tenancy Agreement

12. In respect of each tenancy, the Agent is authorised and directed on behalf of the Principal to:

- i. Arrange inspection by prospective tenants
- ii. Obtain references
- iii. a. Select tenants; or
- b. Recommend tenants
- iv. Enter into and sign tenancy agreements in respect of all or any part of the Premises
- v. Collect rent
- vi. Issue receipts for monies received from tenants pursuant to tenancy agreements
- vii. Collect and lodge rental bonds in accordance with the provisions of the Landlord and Tenant (Rental Bonds) Act 1977
- viii. Make claims for the refund of bond monies, having regard to rent due and the condition of the Premises at the end of each tenancy



EXCLUSIVE MANAGEMENT AGENCY AGREEMENT (RESIDENTIAL)



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

- ix. Respond to any applications by tenants before the Consumer, Trader and Tenancy Tribunal (CTTT) or the like and represent the Principal in any such proceedings
- x. Exercise the Principal's right to enforce or terminate tenancy agreements by service of notices as necessary
- xi. Forward to the Principal copies of any documents signed by the Agent on behalf of the Principal
- xii. Undertake periodic inspections at Agent's discretion.

13. In respect of each tenancy, the Agent and each and every one of their partners, employees or other officers from time to time as the case may be is authorised and directed on behalf of the Principal to make application before the CTTT or the like and to do all things necessary to commence and (as far as practicable) complete proceedings for:

- i. The recovery of possession of the Premises from tenants
- ii. The recovery of monies due

S.5A Lease: Release from Rent Control

14. The Premises have been released from rent control by 5A Lease registration or through having become vacant on or after 1 January 1986

Inventories (Furnished Premises)

15. Where the Premises are furnished an inventory shall be prepared by the:

Inspection

16. Unless the Principal advises the Agent to the contrary, any prospective tenant is entitled to inspect the Premises in the following circumstances:

Repairs and Maintenance

17. The Agent is authorised to engage appropriately qualified or licenced tradespersons to effect repairs and maintenance in accordance with the Principal's obligations to repair (if any) or as otherwise instructed, provided that expenditure in excess of for any one item shall not be incurred without the prior approval of the Principal except where in the opinion of the Agent that because of an emergency, repairs are necessary for the protection of the Premises or the supply of essential services to tenants.

Disbursements from Principal's Monies

18. The Agent is authorised and instructed to pay the following from monies received on behalf of the Principal:

- i. Accounts for repairs and maintenance in accordance with Clause 17.
- ii. Council rates (see attached Schedule)
- iii. Water, sewerage and drainage rates (see attached Schedule)
- iv. Insurance premiums (see attached Schedule)
- v. Owners' corporation levies (see attached Schedule)
- vi. Maintenance costs of caretaking/cleaning/gardening
- vii. Maintenance contracts for services installed (lifts, etc)
- viii. Residential tenancy application fee
- ix. Writ of execution
- x. Sheriff's fees
- xi.
- xii.

See attached Schedule for particulars

Statement of Account

19. The Agent shall render a statement monthly or as instructed, accounting for monies received and expenses incurred on behalf of the Principal and for fees and charges retained in respect of services performed for the Principal, and the balance less disbursements shall be remitted to the Principal as hereinafter specified (see attached Schedule). 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.

Authority to Deduct

20. In the event of any monies being paid to the Agent on behalf of the Principal, the Agent is hereby authorised to deduct from such monies all of the above mentioned fees, expenses and charges before accounting to the Principal.

Financial Institution Taxes or Deductions

21. The Agent shall be entitled to be reimbursed for any taxes or deductions debited by banks or other financial institutions against the Agent's account that are attributable to the affairs of the Principal.



EXCLUSIVE MANAGEMENT AGENCY AGREEMENT (RESIDENTIAL)



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

GST

22. 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). If the current rate is increased or decreased, the parties agree that any amounts referred to in this agreement will be varied accordingly.

Agent's Indemnity and Liability

23. The Principal 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.

Financial and Investment Advice

24. The Principal acknowledges that 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 independent financial and/or investment advisor.

Material Fact

- 25. i 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.
- ii The Principal acknowledges that the Property, Stock and Business Agent Act 2002 requires the Agent to disclose all material facts to prospective tenants.
- iii 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.
- iv In this clause "material fact" has the same meaning as it has in Section 52 of the Property, Stock and Business Agents Act 2002.

Privacy Policy

26. The Agent uses personal information collected from or about the Principal to act as the Principal's Agent and to perform their obligations under this agreement.

The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.

The Agent may disclose information to other parties including advisors, media organisations, property data service providers, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as tradespeople, owners' corporations, valuers, government and statutory bodies, and to third parties as required by law.

The Agent will only disclose information to other parties as required to perform their duties under this agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988.

If the Principal would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this agreement.

The Principal can also correct this information if it is inaccurate, incomplete or out-of-date.

Real estate and tax law requires some of this information to be collected. If the information is not provided, the Agent may not be able to act on the Principal's behalf effectively or at all.

Disclosure of Rebates, Discounts or Commissions in Respect of Expenses

27. In respect of any expenses to be incurred by the Principal or the Agent on behalf of the Principal pursuant to this agreement, the Agent discloses that the Agent may receive the following rebates, discounts or commissions from third parties.

Name of Third Party	Estimated Amount of Rebate, Discount or Commission
No	\$NIL
No	\$NIL

If no benefit, write in "nil".

Principal's Authority

28. The Principal warrants that the Principal has authority to enter into this agreement.

Premises Fit for Residence

29. The Principal warrants that there is no legal impediment to occupation of the Premises as a residence at the time of entering this agreement and will notify the Agent immediately if any legal impediment to the occupation of the Premises arises during the term of this agreement.

Smoke Alarms

30. Without limiting the generality of clause 29, the Principal warrants that the Premises comply with the Environmental Planning and Assessment Amendment (Smoke Alarms) Regulation 2006.

Acknowledgement

31. The Principal acknowledges being served with a copy of this agreement.

Signature of Principal

Date

Signature of Agent

Date



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SCHEDULE

DISBURSEMENTS – PARTICULARS

Council Rates
Water/Sewerage Rates

INSURANCE

Company
Broker/Agent
Other Information

INSURANCE POLICIES

Name of Insurer

Policy Number

Date Due

Building
Contents
Landlords' Protection
Other

STRATA DETAILS

Strata Plan No. Lot No. Garage Lot No.
Strata Management Agent
Address
Phone: Work Home
Mobile Fax
Email

STATEMENTS

Statement in name of

Forward to

Copy to

Name
Address
Email
Name
Address

Cheques payable to

OR Bank to the credit of

Account Number

Bank

BSB

Branch

PRINCIPAL'S REPRESENTATIVE

Name
Address
Phone: Work Home
Email Fax

PRINCIPAL'S SOLICITOR

Name
Address
Phone: Work Home
Email Fax

SPECIAL INSTRUCTIONS

SIGNATURES

Principal

Agent

Date

Date