



Management Agreement  
(Including Schedule)

Between ..... (The Owner)

of .....(Home Address)

..... (Postal Address)

Home Phone No: ..... Work Phone No: .....

Mobile (1): ..... Mobile (2): ..... Fax: .....

Email: .....

**AND Kahar Investments Pty Ltd ATF The Grape Trust T/A Key Property Management  
(The Agent) of 147 Sandy Bay Road, Sandy Bay Tas 7005**

**In respect of premises:**

..... Preferred Rental \$.....

.....Preferred Rental \$.....

This agreement shall be taken to be authorised as required by Section18 of Property Agents Land Transaction Act 2005 amended from time to time.

**AGENT’S APPOINTMENT**

- a) The Owner warrants that he has authority to enter into this Agreement.
- b) The Owner hereby appoints the Agent to let and manage the premises in accordance with this Agreement and hereby instructs the Agent to act as Managing Agent on a Sole & Exclusive basis in respect to the property/ies listed above.
- c) Authority vested in the Agent by this Agreement shall be deemed to be vested in the Agent’s employees from time to time.
- d) This agreement shall commence on the                      day of                      201                      and may be terminated by either party giving **not less than 1 month** written notice of termination, but without prejudice to either parties rights accrued or obligations incurred to the effective termination (including any claim for unpaid commission by the Agent against the Owners.
- e) The Agent is authorised and agrees to conduct the management in an orderly, professional and business-like manner, protect the Owner’s interest in the property and to act loyally and faithfully towards the Owner.
- f) The Agent is to be acquainted with all terms of any Residential Tenancy Agreement in respect of the property and ensure the tenants accept and agree to all terms and conditions of the Residential Tenancy Agreement.

The Agent is authorised to let the premises with effect from the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_ on the following conditions, or as otherwise instructed:

- a) Term of Residential Tenancy Agreement **6 / 12** months onward/only (circle)
- b) Approximate rental as per instructions or such other rent as the Owner may agree to accept
- c) Upon receipt of a Security deposit of 4 weeks rent.

At the end of each tenancy or in the event of a vacancy, the Agent is authorised to re-let the premises at market rental for a lease term of **6 / 12** months (circle) unless otherwise advised in writing by the Owner, at least 14 days before the end of the term of the existing lease.

#### **ADMINISTRATION of TENANCY AGREEMENTS**

In respect of each tenancy the Agent is authorised and directed on behalf of the Owner to:

- a) Select tenants in accordance with Owner/s instructions
- b) Enter into and sign Residential Tenancy Agreements on behalf of the Owner in respect of the premises
- c) Issue receipts for monies received from the tenant pursuant to Tenancy Agreements and to deposit same in the Owner's nominated bank account (less fees)
- d) Conduct routine property inspections (approx. 3-4 per annum) followed up with a written report to the Owner
- e) Collect, Hold in Trust and Refund Security Deposits as determined by the Tenancy Act
- f) Exercise the Owner's right to vary or terminate Tenancy Agreements by service of notices as necessary
- g) To carry out in close liaison with the Owner's legal representatives, all necessary proceedings toward the eviction of tenants
- h) To undertake recovery of any monies due in respect of the managed property using, if necessary, the services of recognised collection agencies.
- i) To inform the Owner of his obligation to hold appropriate Insurance and that we may earn a referral fee of up to \$20.00 for any referral given to you regarding Landlord's insurance.

In respect of each tenancy, the Agent and each and every one of his partners, employees or other officers from time to time as the case may be, is authorised and directed on behalf of the Owner to lay information against tenants and do all things necessary to commence, and (as far as practicable) complete proceedings for the termination / ejection of Tenancies or Agreements.

#### **INVENTORIES - FURNISHED PREMISES**

If the premises are to be let furnished, an Inventory of all contents shall be prepared for letting purposes by the Owner.

#### **REPAIRS AND MAINTENANCE**

The Agent is authorised to arrange repairs to be done in accordance with the Owner's obligations to repair (if any) or as otherwise instructed, or to engage skilled tradespersons to effect repairs and maintenance, provided that expenditure in excess of \$.....for any one item shall not be incurred without the prior approval of the Owner except where it is the Agent's opinion that, because of an emergency, repairs are necessary for the protection of the premises or supply of essential services to the tenant..

#### **DISBURSEMENTS FROM OWNER FUNDS**

The Agent is authorised to pay the following from monies received on behalf of the Owner:

- a) Accounts for repairs and maintenance in accordance with Clause 10 (above)
- b) Council rates and annual Land Tax demand (if and when necessary)
- c) Body corporate levies
- d) Legal costs (if incurred)
- e) Maintenance costs eg: gardening
- f) All agreed marketing costs incurred in the promotion of the premises to be let



Landlord Protection Insurance: .....

**OWNER / AGENT TRADESPERSONS (Circle preference)**

As these names will appear on the Tenancy Agreement please ensure they would be available in an emergency if telephoned by your tenant

(Max cost of \$..... for any one maintenance matter other than an emergency)

Electrician: ..... Phone: .....

Plumber: ..... Phone: .....

Glazier: ..... Phone: .....

Handyman: ..... Phone: .....

Gardener: ..... Phone: .....

**DISBURSEMENT OF FUNDS**

Account Name: .....

Bank: .....BSB No: ..... Account No: .....

Emergency Contact: .....

**INDEMNITY**

Whilst the Agent and or the Agents representatives shall use all professional care and diligence in the execution of their obligations and duties as the Agent for the Owner, the Owner shall hold and keep the Agent and the Agents representatives indemnified against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever, in respect of the actions undertaken by the Agent or their representative on behalf of the Owner. Furthermore the Owner warrants that at the time of entering into this Property Management Authority Agreement that the Property complies with all statutory requirements, particularly regarding health and safety issues, and that the Owner shall hold and keep the Agent indemnified from any liability due to or arising from the condition of the Property at the commencement of this Agreement. The Owner also warrants that should there be a third party interest held in the Property by way of a mortgage that the said mortgagee has given approval for the Property to be tenanted, thus ensuring that should the financial institution foreclose on the Property they will be aware that vacant possession may not be possible should a current Residential Tenancy Agreement be in place.

**PRIVACY ACT 1988 – Collection Notice**

The Agent uses personal information collected from the Owner/s to act as the Owner/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 media organizations, on the Internet, to potential customers, or to clients of the Agent both existing and potential, as well as trades people, Bodies Corporate, Government and statutory bodies, and to third parties as required by law.

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

If the Owner/s 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 Owner/s 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 effectively on the Owner/s behalf, if at all.

**MARKETING INSTRUCTIONS – please fill in amount or circle**

**INTERNET**

Listed with at least 5 photographs      \$55.00\* per listing      Yes / No

**FOR LEASE SIGN BOARD**

With Compliments

**IN-OFFICE BROCHURE**

Available at front desk and in front window display      With Compliments

**MERCURY NEWSPAPER**

Wednesday      Up to an amount of \$      Yes/No

Saturday      Up to an amount of \$      Yes/No

Both Wednesday and Saturday      Up to an amount of \$      Yes/No

(Cost is based on a one line in a double column display advertisement)

**SIGNED BY THE AGENT:** ..... **DATE:** ...../...../.....

**SIGNED BY THE OWNER:** ..... **DATE:** ...../...../.....