

### MANAGEMENT AUTHORITY

I \_\_\_\_\_ the owner/authorized agent for the owner (strike out one) **HERBY AUTHORISE MOG Limited** t/a **Angel Property Managers** hereinafter **APM** to act as my agent on the terms and conditions herein with respect to the property as described in the Schedule hereto.

#### I HEREBY INSTRUCT YOU TO:

1. Arrange tenancies, sign tenancy agreement, sign bond documents, complete credit checks and make enquiries on my behalf as the necessity arises and to manage existing tenancies.
2. Collect all monies owing that fall due on the aforesaid property with respect to the Residential Tenancies Act 1986 (RTA).
3. **REPAIRS:**
  - a) Arrange and supervise any repairs, maintenance or alterations on the said property or properties that APM deem necessary or major repairs as authorized by the owner / authorised agent;
  - b) Purchase supplies and pay all accounts therefore and to hold on behalf of The Owner;
  - c) Make such payments on all expenditure for any item/job over \$200 (excluding GST), the agent agrees to secure the prior approval of The Owner, except monthly operating charges and/or emergency repairs in excess of the maximum if the sole opinion of APM such repairs are necessary to protect the property from damage or to maintain essential services to the tenants as called for in RTA, or where expenditure is ordered by the Tenancy Tribunal.
4. Pay on my account such regular outgoings as are described hereafter and to hold funds on behalf of The Owner to make such payments.
5. Inspect the property every three (3) months or at other times APM deem necessary and to account to me a written report of such inspection. I agree to give written approval of maintenance noted as urgent and required under the RTA, within then (10) working days of receipt of the inspection report, otherwise I accept responsibility for arranging this urgent maintenance.
6. Act for me, in matters of mediation or hearing in terms of the RTA and I agree to be bound by any agreements reached in mediation and/or decisions made by the Tenancy Tribunal.

#### TERMS AND CONDITIONS OF AGENCY

7. APM shall use their best endeavors to ensure continuity of occupation at market rentals, the payment of rents and other monies to be paid by the tenant and the maintenance of the property.
  - a. APM shall not be liable to The Owner for any default in payment of rent, other payment due by the tenant, or for damage or loss sustained by The Owner or the property whether caused by any tenant, or otherwise, whether the tenancy has been arranged by APM or not.
  - b. No responsibility rests with APM in relation to injury to persons and/or damage to the property arising out of the condition of the premises and any hazard in to about the property.
8. APM shall be entitled to deduct their proper charges or fees and all monies expended on behalf of The Owner as follows:
  - a) A fee of 12.0% + GST on all rents collected.
  - b) A fee of 12.0% + GST of the costs of repairs, maintenance, bill payment and to arrange and supervise the work.
  - c) Includes **FREE** annual charges for Advertising, Mediation, Tribunal, Inspections, Real Landlord Rent Insurance, Smoke alarms, One Methamphetamine Test. Charges of \$50 for Phone Support (to organize Tradespeople other than APM's). GST will be charged in addition to the 12%.
9. APM reserve the right to charge The Owner for any additional costs/services rendered under this agreement.
10. Should APM not receive sufficient rents to pay expenditure as authorised by The Owner, The Owner agrees to make immediate payment to APM upon request.
11. The Owner is liable for any collection fees, debt recovery and legal fees for the collection of any outstanding debt.
12. The Owner shall take responsibility for providing insurance for the property and chattels contained therein and informing their insurance company that the property or properties are tenanted.
13. In terms of this authority all actions and activities, including all writing requiring signature in the exercise of this authority by or on behalf of The Owner carried out by APM shall be fully effective and binding as if done by The Owner personally.

I \_\_\_\_\_ The Owner/authorised agent for The Owner (strike out one) confirm that the property is available for letting and this Management Authority shall continue until cancelled by three (3) months notice in writing by either party after the first 12 months of management. Should The Owner cancel this contract prior to APM placing a tenant in the property, the owner agrees to pay forthwith all APM's current advertising, commission due to the expiry of this agreement and costs, incurred in marketing the property for a tenant.

