

Agreement between Quinovic Property Management (Agent)

1. and _____ (Owner)
2. Premise to be managed _____

Quinovic standard terms and conditions:

- 3. MANAGEMENT:** The owner appoints Quinovic Property Management Ltd to act as Property Manager upon the terms herein provided for the renting, tenancing and managing of the premises and agrees to pay the charges as prescribed by Quinovic scale of fees until the agency is terminated in writing by either party upon one months notice after the expiry of the minimum term.
- 4. MINIMUM TERM:** This authority shall have a minimum term of twelve (12) months from the time the first tenancy is signed.
- 5. PAYMENTS TO BE MADE:** Quinovic is hereby authorised to pay the following disbursements from rents collected:- Tolls, Repairs & Maintenance to a maximum of \$650 (plus GST), Insurance premiums.
- 6. FEES:** Quinovic is hereby authorised to deduct from rents collected the following Fees and Commissions (plus GST): Commission charges for the management of this property set at 8.5% of all rents and other monies collected; Property Inspections set at \$30.00 per Inspection; Administration Fee set at \$10.00 per month; Commission charge on accounts paid set at 10% of the total account including GST (N/A to rates & insurance); \$5.00 handling fee for payment of rates and insurance; Attendance at Tenancy Board Tribunal Hearings or at Mediation on behalf of the Landlord or as a witness set at \$60.00 per hour. NOTE: All charges are subject to variations at one (1) months notice.
- 7. SALE OF PROPERTY:** In the event that the property is placed on the market for sale then a one off fee of \$500.00 shall apply to cover the cost of tenancy negotiations and other related administration.
- 8. REPORTING:** Quinovic is required to render to the Owner a monthly statement of monies collected, charges deducted, and accounts paid, and remit to the owner all receipts less disbursements.
- Payments to: _____
- Direct Credit to account: _____
- Bank: _____
- Branch: _____
- If at any time the disbursements are in excess of the rents collected the owner hereby agrees to pay such excess promptly upon demand.
- 9. QUINOVIC'S AUTHORITY:** Quinovic is authorised to: Select Tenants; Sign Tenancy Agreements for the premises or any part thereof; Collect rents due; Issue receipts for monies collected; Exercise the Landlord's right to terminate Tenancies; Serve notices upon Tenants; Issue notice to terminate the Tenancy; Take such action against the tenants and all such things necessary to commence and obtain an order for possession or an order to terminate the Tenancy from the Tribunal and any appeal arising therefrom.
- 10. RELETTING:** At the end of each tenancy or in the event of a vacancy Quinovic is to contact owner and relet, specify if different:

- 11. BOND:** Quinovic is to: Collect the bond from each tenant and deposit the same with the Ministry of Housing – Tenancy Services; Initiate the refund of the bond monies to the tenant by the Ministry of Housing – Tenancy Services upon satisfactory completion of the tenancy; Where necessary to lodge claims against bond money under the rules of the Residential Tenancies Act 1986.
- 12. DISBURSEMENTS:** Quinovic is authorised to advertise the availability for rental of the premises and prepare and distribute promotional material, credit check prospective tenants and to photographically record the condition of the premises at the commencement of each tenancy. The owner agrees to pay for these disbursements (plus GST).
- 13. REPAIRS:** Quinovic is authorised to make or cause to be made any repairs or alterations and to do the decorating of the said premises, to purchase supplies and pay all accounts associated. Quinovic agrees to secure prior approval of the owner on all expenditure exceeding \$650 for any one event, except monthly operating charges and/or emergency repairs in excess of the maximum if, in the opinion of Quinovic, such repairs are necessary to protect the property from damage or to maintain essential services to the tenants as called for in their Tenancy Agreement.
- 14. INSPECTIONS:** Quinovic is authorised to carry out inspections of the premises at Quarterly intervals at the rate set out under Fees in clause 6 of this authority for each inspection.
- 15. INSURANCE:** The owner undertakes responsibility to ensure the premises and chattels are adequately insured and hereby authorises Quinovic to represent their interests and to liaise on their behalf with the insurance company.
- Insurance Company: _____
- Policy Number: _____
- 16. QUINOVIC INDEMNITY:** (a) The owner will hold and keep indemnified Quinovic against all suits proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against Quinovic in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of Quinovic herein. (b) The owner acknowledges that this authority is subject to the Residential Tenancies Act 1986 and any other Act passed by Parliament affecting residential tenancies. (c) The indemnity given by the owner pursuant to clause 16 (a) hereof shall be extended to include any illegal activities undertaken by the tenants at the property TO THE INTENT that Quinovic shall be kept indemnified against liability for all such illegal acts, property damage caused by, or attributed to the illegal acts, together with any consequential losses which are alleged to flow from the said illegal activities.
- 17. EMERGENCY CONTACT:** Friend or Power of attorney to contact in an emergency:

- 8. SPECIAL INSTRUCTIONS AND INFORMATION:**

Authority Signed: by the above named OWNER/S or Person duly authorised to act on behalf of the Owner/s

Signed: _____ Date: / /