



PROPERTY MANAGEMENT AGREEMENT

RESIDENTIAL PROPERTY

LANDLORD

Landlord 1

Name			
Address			
Phone	Mobile	Fax	ABN
Email 1	Email 2		

Landlord 2

Name			
Address			
Phone	Mobile	Fax	ABN
Email 1	Email 2		

AGENT (the Manager)

Name	Harris Real Estate (Rentals) Pty Ltd trading as Harris Property Management		
Address	Level 1, 134 Fullarton Road, ROSE PARK SA SA 5067		
Phone	08 8334 2700	Email	reception@harrispm.com.au
		ABN	28 140 924 938

PROPERTY

Address	

Council Area	Strata Plan No.
_____	_____
Strata /Community Title	<input type="checkbox"/> Not Applicable <input type="checkbox"/> Strata Title <input type="checkbox"/> Community Title
Strata / Community Manager	_____
Address	_____
Phone	Email
_____	_____
Special or other matters relating to the Property (use an Annexure as necessary)	

APPOINTMENT OF MANAGER

<input checked="" type="checkbox"/> To Let the Property	<input checked="" type="checkbox"/> To Manage the Property and in each case as sole Manager or letting agent
The Property is available for letting from	_____
Tenancy periods to offer or existing	<input checked="" type="checkbox"/> Fixed Term <input type="checkbox"/> Periodic
Other details:	_____ <input type="checkbox"/> Existing Tenancy

TERM OF MANAGEMENT AGREEMENT

The Landlord appoints the Manager for the initial term of 24 months from commencement
 Other 12 months

and this Agreement continues thereafter for the same period after each term or until the first to occur :

where acting as manager, it is terminated by the Landlord on not less than 12 months prior written notice (* and see termination provisions further below); or

where acting as letting agent only, when it is terminated by the Landlord on not less than 3 months prior written notice; or

upon the sale and settlement of the Property by the Landlord; or

the Manager gives notice (without cause) that it declines to continue to act as manager and/or letting agent

Additional terms (if any): _____

PROFESSIONAL FEES PAYABLE

Letting fee (all fees are GST inclusive)	Disbursement fee
_____	_____
Inspections start / end	Landlord insurance claims
_____	_____
Management fee	Tribunal hearing
_____	_____
Monthly admin fee	Legal fees debt recovery for landlord
_____	_____
Routine inspections	Furniture inventories (if applicable)
_____	_____
Lease renewal	Rent review
_____	_____
End of financial statements	_____
_____	_____
Smoke Alarm Compliance Annual Service	_____
_____	_____
Other charges	_____
_____	_____

ADVERTISING EXPENSES

For the purpose of securing new tenants the Landlord authorises the Manager to incur and recover from the Landlord the following expenses for each letting:

Media Advertising No Yes _____

Signage No Yes _____

Internet No Yes _____

Other No Yes _____

OTHER COSTS AND EXPENSES

The costs and expenses below are recoverable from the Landlord by the Manager.

Bank charges	<input checked="" type="checkbox"/> No	<input type="checkbox"/> At cost	Phone costs	<input checked="" type="checkbox"/> No	<input type="checkbox"/> At cost
Cheque fees	<input checked="" type="checkbox"/> No	<input type="checkbox"/> At cost	Postage	<input checked="" type="checkbox"/> No	<input type="checkbox"/> At cost
		<input type="checkbox"/> At _____			(per cheque)
Other costs	<input type="checkbox"/> As detailed _____				

STATEMENT & REPORTS

Monthly statement and administration reports	<input checked="" type="checkbox"/> email	<input type="checkbox"/> Post
Financial Year report	<input checked="" type="checkbox"/> email	<input type="checkbox"/> Post

OUTGOINGS (Manager to pay from rental receipts)

The Landlord authorises the Manager to pay the following outgoings relating to the Property (from funds received) but not limited to:

Council rates	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Assessment No.	_____
Water and sewerage	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Account No.	_____
Land Tax	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Valuation / Assessment No.	_____
Emergency Services Levy (ESL)	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Insurances	<input type="checkbox"/> No <input type="checkbox"/> Yes
Strata / Community Levies	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Building Insurance	<input type="checkbox"/> No <input type="checkbox"/> Yes
Gardening	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Landlord Insurance	<input type="checkbox"/> No <input type="checkbox"/> Yes
Other	_____			

INSURANCE

NOTE: The Landlord will place all general insurance and such other landlord insurance cover to include risk for tenant damage and rent default. The Landlord acknowledges that the Manager is not able to nor registered to advise on insurance and financial products. The Manager may refer the Landlord to an Insurance Broker for insurance product advice. The Manager may be an authorised representative holding a Proper Authority from an insurer or broker and can then assist.

Landlord's Insurance Broker _____

Landlord is insured for Landlord Insurance (Tenant Damage / Rent Default) No Yes

If Landlord is NOT insured The Landlord accepts all risk if no Landlord insurance is placed Yes

CURRENT POLICIES (if any)

	Insurer	Policy No	Renewal Date
Property Insurance	_____	_____	_____
Contents Insurance	_____	_____	_____
Landlord Insurance	_____	_____	_____

LANDLORD PAYMENT DETAILS

Money to be paid to the Landlord Monthly Other _____

Landlord 1

To Landlord by cheque made payable to _____

Direct to Bank Account Account Name: _____ Bank: _____

BSB: _____ Account No: _____

Landlord 2

To Landlord by cheque made payable to _____

Direct to Bank Account Account Name: _____ Bank: _____

BSB: _____ Account No: _____

WATER CONSUMPTION

Water charges assessed by SA Water

Tenants are to pay for each tenancy period:

- | | |
|--------------------------------------------------------------------------|-------------------------------------------------------------------|
| <input type="checkbox"/> All quarterly supply charges & all water usage; | <input type="checkbox"/> All water supply charges for the period; |
| <input type="checkbox"/> All water usage; | <input type="checkbox"/> No water charge; |
| <input type="checkbox"/> All water usage over & above annual allowances; | <input type="checkbox"/> Other: |

* If the property is not individually metered for a service, the Tenant will pay an apportionment of the cost of the service as set out below

AUTHORITY OF THE MANAGER

Authority to instruct repairs and maintenance

For the purpose of effecting repairs and/or maintenance for the Landlord, the Manager is authorised to instruct expenditure of up to the amount set out below (the "Discretionary Expenditure Limit") on any individual and separate works required without seeking prior approval from the Landlord. The Manager can in any event (and in its absolute discretion) instruct all necessary repairs which arise after-hours (not between 9am – 5pm) and/or in an emergency which in each case may exceed the Discretionary Expenditure Limit without seeking any prior approval and it is accepted this expenditure may be for more than one (1) item of repair and be on different occasions and on each exercise of this authority may in each case exceed the limit so authorised.

Discretionary Expenditure Limit \$330.00

Authority to draw and disburse fees and charges

The Manager is entitled to draw and disburse fees and charges from any moneys received for the Landlord (from whatever source) and is required to account for all moneys disbursed.

LANDLORD TO SUPPLY KEYS & CODES

Keys & Controllers

- House keys (3 sets) If only 1 set is supplied the Manager will arrange an additional set and charge the cost
- Remote Controls Detail remotes: _____

Codes

- Security Code: _____
- Security Provider: _____
- Manuals Detail manuals: _____

ALTERNATIVE CONTACTS FOR THE LANDLORD

In the event that the Landlord cannot be contacted during normal business hours or is away and the Manager may require instructions in order to carry out any of its duties and the Landlord authorises the Manager to contact and obtain instructions from:

	Contact 1	Contact 2
Name	_____	_____
Relationship	_____	_____
Home phone	_____	_____
Work phone	_____	_____
Mobile	_____	_____
Email	_____	_____

PREVIOUS AGENCY

- Has the property been previously managed? No Yes (detail below): _____
- Former Agent details _____
- Type of Management Letting Management
- Has the previous agreement been terminated? No Yes (state when): _____
- Is the Property currently tenanted? No Yes

DISCLOSURE OF INTERESTS

The Landlord acknowledges and agrees that the Manager may receive and retain commissions or benefits from third parties in connection with letting and/or management functions as acknowledged below.

Advertising	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	Maintenance	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
Insurance	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	Other	<input type="checkbox"/> No	<input type="checkbox"/> Yes (detail below):

APPOINTMENT AND DUTIES OF THE MANAGER

The Landlord appoints the Manager as the sole agent to let and/or manage the Property and the Manager accepts the appointment subject to payment of the fees and costs specified herein. Unless otherwise limited by this Agreement, the Manager is appointed and authorised to act in all respects in relation to the Property on behalf of the Landlord to do all things necessary to let the Property, collect rents, execute tenancy agreements and ancillary documents for and on behalf of the Landlord, instruct repairs and works to maintain the Property, and to prosecute and defend breaches of any tenancy agreements.

If this Agreement covers management of the Property, the Manager will inspect the Property at appropriate times prior to, during and/or at the end of any tenancy and will keep the Landlord notified of the condition of the Property from time to time in the discretion of the Manager. The Manager will also report any notices received or matters it is aware of under the Residential Tenancies Act 1995 (as amended from time to time).

If this Agreement covers letting the Property, the Manager is entitled to the letting fee. Where any professional fee is not detailed above then the fee applying will be the then prevailing fee charged by the Manager as may be advised and published on the internet or advised from time to time. All accounts are payable 7 days on invoice.

Increase in fees and charges. The Manager may increase its fees and charges from time to time and by notice published on its internet site and/or by notice delivered to the Landlord in writing and after notice of 1 month then any increases will apply to any fees and charges payable to the Manager under this Agreement. Evidence of publication on the internet or by notice in writing to the Landlord will be conclusive of any increase to any fee/s charged under this Agreement.

The Manager is authorised to transfer moneys from trust to pay any account due to the Manager by the Landlord. The Manager will be entitled to charge the Property (and any other real property owned by the Landlord) for any unpaid moneys due by the Landlord if unpaid after a notice for payment is delivered to the Landlord and the account remains unpaid for a period of 7 days together with interest calculated at 10% p annum. The Manager is also granted and entitled to a charge and security interest and lien over any moneys held for the Landlord and is entitled to caveat any real property owned by the Landlord for any unpaid moneys due under the charge.

Inspection Disclaimer The Landlord is aware that the Manager conducts only visual inspections and that the Manager is not qualified to do more than a cursory visual inspection of the Property and is not a builder, engineer or expert. It is recommended that the Landlord obtain or instruct a written building report on a regular basis and seek advice as to when this is necessary and appropriate. No claims will be brought in relation to the condition of the Property which may not be detected and reported.

TERMINATION

If the Landlord terminates this Agreement relating to the management of any property or properties it is agreed that the Manager is entitled to a Termination Fee of 12 months management fees or the balance of the existing term if less than 12 months. The parties agree this is a reasonable estimation of loss to the Manager for the loss of management rights. The Manager may determine this Agreement at any time without cause but is not entitled to a termination fee but all fees and charges then outstanding are due and payable by the Landlord to the Manager. No termination fee is payable if the property is sold.

If the Landlord terminates this Agreement and withdraws the Property from letting during any letting process then in consideration of the Manager acting the Manager will be paid an administration fee as detailed below for acting.

LETTING ADMINISTRATION FEE ON TERMINATION OF LETTING

See General Annexure Item 1

SALE AND SETTLEMENT OF THE PROPERTY

This Agreement will terminate upon the settlement of any of sale of the Property subject however to payment of all fees and charges hereunder payable to the Manager. The Manager will be entitled to recover all fees, costs, expenses and outgoings incurred prior to any sale and settlement of the Property.

WARRANTIES AND ACKNOWLEDGEMENTS OF LANDLORD

The Landlord indemnifies and holds harmless the Manager against all suits, actions, demands, losses, damages (including loss of fees) and liabilities whatsoever arising out of the Manager carrying out its duties and obligations for the Landlord in relation to the Property except where the Manager is negligent. The Landlord indemnifies and holds harmless the Manager for any loss or damage whatsoever to any persons, or the goods of any persons attending at the Property. The Landlord warrants and acknowledges that all the information detailed herein is true and accurate and that all necessary and relevant information relating to the Property has been given to the Agent.

The Landlord acknowledges that the Manager gives no warranty as to the financial standing or credit worthiness of any tenant. The Landlord acknowledges that the Manager may share or receive a commission(s) or payments received in conjunction with other agents whether acting in relation to the Property for management or any sale.

Warning: Any financial or investment advice provided by the Manager is only of a general nature which does not take into account the individual circumstances, objectives, financial situation or needs of the Landlord. The Landlord is advised to consult with their own financial and investment adviser.

GST: In the event GST is imposed on any services in respect of this Agreement any amount /s payable by the Landlord to the Agent or a third party (for all other goods and services to include advertising) in respect of those services will be increased by the rate at which GST is imposed at that time; and the Landlord will pay the increased amount to the Agent at the same time that payment is due under this Agreement for the services. Services of the Manager will otherwise be GST inclusive. "GST" means A New Tax System (Goods and Services Tax) Act 1999 or any other Act or Regulation amending, replacing or directly associated with that Act and any goods and services or similar tax imposed thereby. "Services" has the same meaning as supply for all purposes of the GST including Supply as defined therein and to mean and include all Professional Fees and costs payable under this Agreement.

NOTICES AND ARBITRATION

Any dispute arising about the terms or rights under this Agreement will be referred to arbitration at the election of either party giving notice to the other and the Commercial Arbitration Act will apply. All Notices or any dispute must be in writing and may be served at the address of the relevant party detailed herein or at the last known address of the party. Service may be in person, by certified mail or by fax if the fax number is detailed herein or by email if acknowledged as received. The President for the time being of the Society of Auctioneers & Appraisers (SA) Inc will on the request of either party appoint an arbitrator who may act and determine the matter but not acting as an expert. Neither party will commence or continue any legal proceeding if the matter is submitted to arbitration and there is no right of appeal under the Act.

PRIVACY STATEMENT

The Agent uses personal information collected from you to act as your agent and to perform its 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 organisations on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, strata / community corporations, government and statutory bodies and to other 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 for the purposes specified above or as otherwise allowed under the Privacy Act 1988. If you would like to access this information you can do so by contacting the Agent at the address and contact numbers in this agreement. You can correct any information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected.

EXECUTION

Dated the _____ day of _____ 20____

Signed by or on behalf of the Landlord _____ **Signed by or on behalf of the Manager** _____

RECEIPT OF COPY OF THIS AGREEMENT

The Landlord acknowledges receipt of a copy of this Agreement

Signed by or on behalf of the Landlord _____



PROPERTY MANAGEMENT AGREEMENT

GENERAL ANNEXURE

Page 1 of 1

Item 1

See General Annexure Item 1

If terminating, the Landlord must terminate in writing and the agent will be entitled to recoup all advertising costs. The Landlord will be charged a fee of \$100 + GST for the agents time and service rendered during the process. Please be aware that all outstanding accounts must be paid in full before any documentation, keys or remotes can be returned to the Landlord.