

Instructions to Act as Property Manager

Agreement between MyMove Property Management Limited (MyMove) acting as Property Management Agent and

Owner:

Agreed Rental Rate for Property:

Premise to be managed:

Agreed Service Level:

Bronze

Silver

Gold

Standard Terms and Conditions

1. Management: The owner appoints MyMove to act as exclusive Property Manager upon the Terms and Conditions set out with respect to the above stated property. The owner instructs MyMove to:

- A) Collect rents and other amounts due from tenants and take whatever steps are required to follow up and compel payment;
- B) Collect a bond from the tenant and to lodge it with the Bond Centre. At the conclusion of the tenancy, sign the bond refund form and refund the tenant such amounts as deemed fair and reasonable;
- C) Advertise for new tenants and select the most appropriate based upon background checks and merit, to sign the tenancy agreement on the owner's behalf and to renew leases as they become due if appropriate;
- D) Conduct and record a property inspection at the start and end of each tenancy, 10 days after the tenancy starts and every three months;
- E) Arrange urgent repairs to the property that may arise from time to time on own judgement. In the case of non-urgent repairs made under own judgement the cost of any one repair shall not exceed \$350.00 without prior approval from owner or assigned nominee; and
- F) Exercise the Landlord's right to serve notice upon Tenants, issue notice to terminate the Tenancy and take action against the tenants, if necessary to obtain an order for possession or an order to terminate the Tenancy from the Tribunal and any appeal arising there from.

The owner agrees to pay MyMove according to their scale of fees until the authority is terminated in writing by either party giving one months notice after the expiry of the minimum term.

2. Minimum Term: This authority shall have a minimum term of twelve (12) months from the time the first tenancy is signed.

3. Payments to be made: MyMove is hereby authorised to pay the following disbursements from rents collected (please tick):

Disbursements

Repairs and Maintenance

(max \$650 ex GST)

Land Rates

Water Rates

(provider)

(account #)

(contact)

Electricity

Gas

Phone

Internet

Sky/Satellite

Key cutting

MyMove requires two full working sets at the beginning of an Authority to Act. Any loss of keys after this point will be charged to the tenant.

Advertising

Trust accounting rules stipulate that MyMove is unable to place any owners accounts into a negative funds situation. A minimum of \$100 is therefore required for the initial advertising. Unused advertising funds are reimbursed with the first months rental income. The Owner authorises MyMove to use any photos provided for the promotion of their property.

Trademe (approximately \$99) Nelson Mail (approximately \$30) Other Web (to be discussed)

Other (to be discussed) _____

Tenant Checks

Ministry of Justice Tenancy Tribunal orders, the CIA debt Recovery Group Limited, Veda Advantage (Previously Baycorp), LTNZ Drivers License National Database and contact of any references.

Other: _____

4. Rent: Rent collected for these premises includes:

Water Electricity Gas Telephone Internet Sky Other _____

5. Fees: MyMove is hereby authorised to deduct from rents collected, the Fees and Commissions (plus GST): Commission charges for the management of this property set as per the schedule of fees according to the agreed service level chosen on the first page of this document. NOTE: All charges are subject to variations at one (1) months notice.

6. 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.

7. Reporting: MyMove will send the Owner a monthly statement of monies collected, charges deducted, and accounts paid along with all receipts for disbursements. Monies will be paid to the owners on a monthly cycle.

Account Name: _____ Account: _____ - _____ - _____ - _____
(2) (4) (7) (2)

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.

8. Insurance: The owner undertakes responsibility to ensure the premises and chattels are adequately insured and hereby authorises MyMove to represent their interests and to liaise on their behalf with the insurance company.

Insurance Company: _____ Policy Number: _____

Indemnity: MyMove will use their best endeavours to;

- A) Ensure continuity of rental and maintenance of the property. However, MyMove, it's staff and owners shall not be deemed liable for any default in payment of rent or expenses incurred by the tenant during the term of the tenancy, or any damage caused to the property. The owner will hold and keep indemnified against all suits or proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against MyMove Ltd.
- B) The indemnity given by the owner pursuant to clause 9(a) hereof shall be extended to include any illegal activities undertaken by the tenants at the property TO THE INTENT that MyMove 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.

9. Swimming Pools / Spa Pools: As owner(s) I / we warrant that the pool has a current compliance certificate and that the pool meets health and safety requirements. We instruct you that the **owners / the tenants** (delete one) shall be responsible for the maintenance of the pool.

10. Pets: The manager is hereby instructed that pets **are / are not** (delete one) acceptable as set out in the schedule

11. Grounds Maintenance: The **tenant / owner** (delete one) is to maintain the grounds.

12. Repairs and Maintenance: MyMove shall **not** be required to obtain our consent where:

- a) The repairs are urgent and necessary
- b) The failure to complete the repairs might endanger the tenant or any occupant
- c) Cause the premises to no longer comply with building or health and safety laws applying to the premises.
- d) Risk damage or the exacerbation of damage to the premises.
- e) The Tenancy Tribunal shall make a Works Order and you have a limited time to comply with the Works Order.

The owner also acknowledges that, to their knowledge, there are no illegal or non-compliant issues at the above stated property and therefore deem the premises safe to be occupied as a rental property.

Contact details:

Contact authorised to make decisions regarding the property:

Name: _____ Email: _____

Phone: _____ (home) _____ (mobile)

Postal Address: _____

Service Address: _____

Monthly statements sent by: Post Email (please tick)

Friend or Power of attorney to contact in an emergency:

Name: _____ Email: _____

Phone: _____ (home) Address: _____

Special Instructions and Information:

The owner acknowledges that this authority is subject to the Residential Tenancies Act 1986 and any other Act passed by Parliament affecting residential tenancies. The owner also agrees that the information supplied to MyMove in this Authority and schedule is correct.

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

Signed:

Signed:

Print Full Name:

Print Full Name:

Date: _____ / _____ / 20_____

Date: _____ / _____ / 20_____

Schedule of Services and Fees

When it comes to property management, there is no "one size fits all" approach. That's why we have a tiered solution so that you can choose the shoe that fits you best.

Rental Appraisals are provided at no cost with our Compliments

Description	Bronze	Silver	Gold
Management fee	8%	9.5%	11%
Repairs and maintenance fee	10%	10%	10%
Internet advertising on TradeMe (until let)	\$99	\$99	\$99
Initial comprehensive property condition report	\$75	\$75	☑
Furnished inventory (per hour)	\$60	\$50	\$30
Extraordinary work at request of the owner - eg tenancy tribunal or at council (per hour)	\$60	\$50	\$30
Credit and identity checks for first tenant on tenancy (subsequent tenants get \$5 discount)	\$30	\$20	☑
Routine inspections (3 monthly)	\$40	\$35	☑
Outgoing comprehensive property inspection	\$50	\$40	☑
Invoicing fee (eg rates, insurance, water usage invoicing)	\$10	\$5	☑
Annual financial year end summary by email	☑	☑	☑
Internet advertising on Harcourts and RealEstate.co.nz (until let)	☑	☑	☑
10 day property inspection on new tenancies	☑	☑	☑
Bond collection and management	☑	☑	☑
Checking references	☑	☑	☑
Comprehensive digital photo storage	☑	☑	☑
Duplicate statements	☑	☑	☑
Rental advice	☑	☑	☑
Renewal of existing tenancies	☑	☑	☑

Prices quoted exclude GST as at 1st April 2011

A reduced commission rate is available for owners with multiple properties managed by us

Description	Bronze	Silver	Gold
3-5 properties	7.75%	9%	9.5%
5-8 properties	7.5%	8.5%	8%
More...	Please ask	Please ask	Please ask