

Harcourts

Residential Property

Management Authority

Our values

People first Doing the right thing Being courageous Fun and laughter

THE HARCOURTS GROUP CONSISTS OF:

 Harcourts

 NAI Harcourts

 Harcourts
Foundation

 Complete
by Harcourts

 LUXURY
PROPERTY
SELECTION

 Mortgage
Express

Second Schedule - Property Owner Details

RENTAL PROPERTY ADDRESS

Address:

[Redacted address field]

Suburb:

[Redacted suburb field]

City:

[Redacted city field]

PARTIES

Monarch Realty Ltd, Licensed Agent REAA 2008 - Trading as HARCOURTS Property Management

Agent address for service:

Physical Address: Shop B G01/1 Village Quarter Lane, Frankton, Hamilton
PO Box: 7007, Hamilton East
Email: reception@hamiltonrentals.co.nz

OWNER DETAILS

PROPERTY OWNER

Owner(s) Full Name(s) / Company Name / Name of Trust:

[Redacted owner name field]

Full Name(s) of Company Director(s) / Trustee(s) of Trust:

[Redacted director/trustee name fields]

Authority to Act on behalf of all Trustees attached

OWNER: [Redacted]
Work: [Redacted]
Mobile: [Redacted]
Home: [Redacted]
Email: [Redacted]

OWNER: [Redacted]
Work: [Redacted]
Mobile: [Redacted]
Home: [Redacted]
Email: [Redacted]

OWNER ADDRESS FOR SERVICE

Address:

[Redacted address field]

Suburb/City:

[Redacted suburb/city field]

Post Code:

[Redacted post code field]

BANK DETAILS

Account Name:

[Redacted account name field]

Account Number

[Redacted account number field]

Bank

[Redacted bank field]

Branch

[Redacted branch field]

PAYMENTS - Bi-Monthly (first and fifteenth day of each month or first working day thereafter)

Third Schedule - Property Details

PROPERTY DETAILS

Available date:

Total bedrooms:

Total bathrooms:

Furnished
 Partially furnished
 Unfurnished

GARAGING/PARKING

Off-street parking
 Single carport
 Double carport
 Single garage
 Double garage
 Tandem garage
 Internal access
 Auto door
 Number of door remotes:

SECURITY

Video
 Intercom
 Secure complex
 Security screens/doors
 Security gate
 Alarm code:

Door code:

HEATING

Heat pump
 Gas (flued)
 Woodburner/fireplace
 None
 Other:

GAS

Mains or bottled

GROUNDS MAINTENANCE

Who is to maintain the lawns?
 Landlord Tenant Not applicable

Who is to maintain the gardens?
 Landlord Tenant Not applicable

POOL/SPA MAINTENANCE

Who is to maintain the pool and/or spa?
 Landlord Tenant Not applicable

Does the fence surrounding the pool and/or spa comply with the Fencing of Swimming Pools Act 19878 and, if required, the Building Act 2004?
 Yes No Not sure Not applicable

PETS

Are pets allowed to be kept at this property?
 Yes No Negotiable Outside only

Which animal types are acceptable?
 Dog Cat Other

GENERAL

Is the property on the market for sale?
 Yes No

Does the property have a Code of Compliance for all the work done and/or chattels in the property (if necessary)?
 Yes No Not sure Not applicable

If there are gas fittings in the property, have they been certified?
 Yes No Not sure Not applicable

What is the approximate time the property is available for tenancing?

Please note any other special conditions or requirements:

TENANCY DETAILS:

Weekly rent amount required? Bond required:

Equivalent to 4 weeks rent

What type of tenancy is required?
 Periodic Tenancy Fixed Term Tenancy
 6 months 12 months Other (specify below)

CURRENT TENANT DETAILS (if applicable):

Full Name of Tenant(s):

Home Phone:

Work Phone:

Mobile:

Email:

CURRENT TENANT DETAILS (CONTINUED):

Current Rent \$ Bond Held \$

Tenant notified in writing Original Tenancy Agreement attached

Signed Change of Agent Bond Form attached

Copy of Rent Schedule attached

INSPECTION DETAILS

Schedule of inspections:
 Quarterly (4 x per annum)

REPAIRS & MAINTENANCE

Repairs and maintenance to be arranged on your behalf up to the value of:
 \$350.00

Ingoing Property Condition Report attached

Chattels List attached (if applicable)

Furniture Inventory List attached (if applicable)

METHAMPHETAMINE

Has any testing been carried out on the property?
 Yes No Not to our/my knowledge

If "yes", when was the testing carried out and what was the reading?

Has the property been cleaned since testing was carried out?
 Yes No

If "yes", has the property been retested since cleaning was carried out?
 Yes No

If "yes", what was the reading?

I give permission for the above testing to be carried out at my cost as indicated in the FOURTH SCHEDULE of this Agreement.

Signed by the OWNER:

OWNER full name:

Signature of the OWNER:

Date:

SMOKE ALARMS

Monarch Realty works with an external provider to ensure rental properties comply with legal smoke alarm requirements. Smoke alarms will be tested every six months and between tenants to make sure they are working and compliant. Smoke alarms will be replaced at no extra cost. The fee for this is exclusive of our management charges and is not optional.

Fee:
 \$99+GST per annum in today's market (subject to change)

INSULATION

Bulk insulation is typically made from a range of materials such as polyester, wool, polystyrene, fiberglass, loose fill / injected insulation is usually a foam that is pumped into an existing cavity

Insulation statement provided

Insulation statement required

If the property meets the insulation requirements, there will a report cost \$57.50 GST included - *in today's current market (subject to change).

METHAMPHETAMINE TESTING BETWEEN TENANCIES

Baseline Testing?
 Yes No

Testing is carried out prior to every new tenancy commencing and at the finalisation of the tenancy.

Secondary Testing?
 Yes No

Testing is carried out during the course of each tenancy as and when required. This testing can only be carried out in conjunction with baseline testing.

No Testing?
 I do not wish to have any testing carried out at the property

The AGENT has advised me/us of the consequences of not having the property tested between tenancies and I/we understand that the AGENT will not be able to commence any tribunal proceedings against a Tenant without the evidence/support of baseline testing.

Signed by the OWNER:

OWNER full name:

Signature of the OWNER:

Date:

Fourth Schedule - Hazard and Risk Identification Log

Premises address:

Date of inspection:

The following hazards are present at the PREMISES:

	INTERNAL HAZARDS	RISK	CONTROL
1	Tiled and vinyl floors	Slip hazard	Ensure kept dry.
2	Large windows	Impact hazard	Care to be taken when opening.
3	Electrical appliances	Burn/shock hazard	To be serviced as necessary / tenants to use only in manner designed for.
4			
5			

	EXTERNAL HAZARDS	RISK	CONTROL
1	Decking/steps	Trip hazard	Care to be taken when traversing/keep clear of additional hazards. To be checked on inspections for mould build-up and washed as required.
2	Driveway/not fenced	Vehicle hazard/child hazard	Care to be taken when entering/exiting. Children to be monitored.
3	Swimming/spa pools/garden ponds	Drowning	To comply with building/council codes. Supervision of minors.
4			
5			

Signed by the OWNER:

OWNER full name:

Signature of the OWNER:

Date:

Signed by the OWNER:

OWNER full name:

Signature of the OWNER:

Date:

First Schedule - General Terms

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. "ACT" means Residential Tenancies Act 1986.
- 1.2. "AGENT" and "OWNER" means where appropriate the executors, administrators, successors and permitted assigns, employees, and contractors of the AGENT and the OWNER.
- 1.3. A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

2. TERM

- 2.1. This Agreement shall be for an initial fixed term of twelve (12) months from the date of this Agreement ("Term").
- 2.2. During the Term the OWNER shall not be able to terminate this Agreement early, subject to clause 7 of this Agreement.
- 2.3. At the end of the Term either party shall be able to terminate this Agreement by giving one (1) months' notice in writing to the other party to the Address for Service in this Agreement.

3. PAYMENTS

- 3.1. In consideration of the AGENT performing its property management services in accordance with the Terms of this Agreement, the OWNER agrees and undertakes to pay the AGENT for such services in accordance with the MANAGEMENT FEES set out in the FIFTH SCHEDULE.
- 3.2. The AGENT shall be entitled to review the MANAGEMENT FEES by giving one months' notice in writing to the OWNER.
- 3.3. The OWNER is responsible for and shall pay to the AGENT:
- all amounts associated with the maintenance, repairs, and care of the PREMISES as set out in this Agreement and as agreed between the parties;
 - the Legal Fees (if any) as set out in the FIFTH SCHEDULE of this Agreement together with any other fees, costs, and expenses associated with the AGENT'S attendance/representation at the Tenancy Mediation, Tenancy Tribunal or any other Court Proceedings, including without limitation the Filing Application Fee;
 - any debt collection fees, costs or expenses;
 - any other amounts payable or incurred by the AGENT in the performance of its property management services as set out in this Agreement;
 - GST on any amounts payable under this Agreement.
- 3.4. The OWNER authorises the AGENT to pay such properly authorised expenditure and disbursements to the relevant parties as set out in the ACCOUNTS TO BE PAID ON MY BEHALF section of the SECOND SCHEDULE and to deduct such amounts from the rent as and when incurred. All charges are subject to variation at one month's notice in writing. The AGENT is to render to the OWNER a statement of monies collected, charges deducted, and accounts paid, and to remit to the OWNER all receipts less disbursements on a monthly basis.
- 3.5. If at any time any disbursements are in excess of the rent collected the OWNER shall pay such excess immediately to the AGENT upon demand. The AGENT may, if in its opinion it is necessary, retain in its Trust Account sufficient funds to meet outstanding or pending accounts for properly authorised expenditure or disbursements. The AGENT will advise the OWNER of the amount retained and the reason for the retention.
- 3.6. Failure to reimburse the AGENT for any costs or expenses set out in this Agreement on the due date for payment, shall cause the OWNER to pay the AGENT default interest at the interest rate of two percent (2%) per annum above the AGENT'S bank's commercial bill rate on such unpaid amounts from the due date for payment until the date of payment in full.

4. THE AGENT'S OBLIGATIONS & RIGHTS

- 4.1. When performing its duties under this Agreement, the AGENT shall:
- act solely as the AGENT of the OWNER;
 - manage any existing and new TENANTS and Tenancies;
 - advertise for TENANTS, as and when necessary;
 - sign Tenancy Agreements on behalf of the OWNER as LANDLORD.
- 4.2. In respect of the TENANT and the Tenancy the AGENT shall:
- let the PREMISES for the agreed rent and to receive one weeks rent in advance;
 - collect a Bond (equivalent to three (3) or four (4) weeks rent) as set out in the THIRD SCHEDULE of this Agreement and to pay the same to Tenancy Services (a division of the Ministry of Business Innovation & Employment) within 23 working days of receipt and to refund to the TENANT at the end of the Tenancy any part of the bond that in the AGENT'S judgment is fair and reasonable;
 - collect the rent and review the rent regularly in accordance with the Residential Tenancies Act 1986;
 - take such reasonable steps to compel payment of outstanding rent and to enforce the other Terms and Conditions of the Tenancy Agreement;
 - appoint, at the OWNER'S discretion, a debt collection agency to pursue any outstanding, unsatisfied money orders from the TENANT;
 - exercise the LANDLORD'S right to terminate a Tenancy or Tenancies and serve notices upon the TENANT, and take such reasonable action against the TENANT and do all such things necessary to commence and obtain an order for possession or an order to terminate the Tenancy from the Tenancy Tribunal;
 - resolve any dispute with the TENANT by negotiation or by attending mediation or by attending the Tenancy Tribunal.
- carry out a schedule of inspections during the period of the Tenancy as set out in the THIRD SCHEDULE of this Agreement;
 - effect repairs to the PREMISES through its contractor (in accordance with the terms of the attached Contractors Agreement) as and when these become necessary with the following provisos:
 - repairs of any kind may be undertaken up to the amount as set out in the THIRD SCHEDULE of this Agreement or one week's rent, whichever is greater; or
 - as ordered by the Tenancy Tribunal; or
 - in an emergency situation or to protect the PREMISES or to protect the health and safety of the TENANT;
 - repairs exceeding such amount shall require the OWNER'S approval;
- For the purposes of this Authority all references to repairs include maintenance.
- 4.3. The AGENT shall use their best endeavours to ensure continuity of rent and maintenance of the PREMISES, but shall not be liable for any default in payment of rent or any damage to the PREMISES, vacant or occupied, by any TENANT or otherwise, whether or not a Tenancy has been arranged by the AGENT.
- 4.4. The AGENT shall not be responsible for any injury to persons and/or damage to the PREMISES arising out of the condition of, or any hazard in or about the PREMISES.

5. THE OWNER'S OBLIGATIONS & WARRANTIES

- 5.1. The OWNER warrants and undertakes to the AGENT that:
- the information provided in this Agreement, including the THIRD SCHEDULE, is true and correct;
 - the OWNER is the legal OWNER of the PREMISES;

First Schedule - General Terms

- c) the OWNER has the legal capacity, right and authority to enter into this Agreement for itself and/or on behalf of the other OWNERS (if a company or trust);
- d) the PREMISES is insured
- e) the listed CHATTELS are in reasonable working order and that the OWNER holds the current code of compliance certificate (if any) for such CHATTELS legally requiring the same;
- f) any contractor works commissioned by the OWNER shall be licensed and qualified:
 - i. such works are to be completed in accordance with legislation.
 - ii. all compliance certificates must be sent to the AGENT.
- g) at the date of this Agreement and to my/our knowledge the property is not contaminated by any hazardous substance including but not limited to Methamphetamine.
- h) the OWNER has no knowledge of any health and safety hazards or risks other than what has already been disclosed in the health and safety manual;
- i) at the date of this Agreement the OWNER has not:
 - i. received any notice or demand and has no knowledge of any requisition or outstanding requirement:
 - a. from any local or government authority or other statutory body; or
 - b. under the Resource Management Act 1991; or
 - c. from any TENANT or previous TENANT of the PREMISES; or
 - d. from any other party; or
 - ii. given any consent or waiver, which directly or indirectly affects the PREMISES and which has not been disclosed in writing to the AGENT.

- 5.2. The OWNER further warrants and undertakes to the AGENT that after the date of this Agreement that:
- a) any notice or demand received by the OWNER which directly or indirectly affects the PREMISES:
 - i. from any local or government authority or other statutory body; or
 - ii. under the Resource Management Act 1991; or
 - iii. from any TENANT or previous TENANT of the PREMISES; or
 - iv. from any other party;
 shall be immediately delivered to the AGENT for disclosure to the TENANT.
 - b) any health and safety hazards or risks that come to the OWNER'S attention shall be immediately advised to the AGENT in writing;
 - c) any knowledge of the presence of any hazardous substance including but not limited to Methamphetamine. shall be immediately advised to the AGENT in writing.

- 5.3. Where the OWNER has done or caused or permitted to be done on the PREMISES any works:
- a) any permit, resource consent or building consent required by law was obtained; and
 - b) to the OWNER'S knowledge, the works were completed in compliance with those permits or consents; and
 - c) a code of compliance certificate was issued for such works (if required); and
 - d) if the PREMISES requires a compliance schedule as that term is defined in the Building Act 2004 (e.g. it has a specified system or it has a cable car attached to it or servicing it) that the building has a current building warrant of fitness.

- 5.4. The OWNER agrees to have the PREMISES tested for Methamphetamine as set out in the THIRD SCHEDULE of this Agreement.

- 6. DISCLOSURE**
- 6.1. The OWNER acknowledges and agrees that the AGENT may disclose any information to the TENANT which pertains to:
- a) health and safety hazards and risks at the PREMISES; and
 - b) any hazardous substance including but not limited to Methamphetamine contamination of the PREMISES.

- 7. DISPUTES**
- 7.1. If a dispute between the OWNER and the AGENT shall arise, affecting or concerning the safety of the TENANT or the PREMISES, and such dispute cannot be resolved to the satisfaction of the AGENT then the AGENT at the AGENT'S sole discretion shall have the right to terminate this Agreement by giving written notice in terms of this paragraph to the OWNER.

- 8. INDEMNITY**
- 8.1. The OWNER agrees to indemnify the AGENT against all actions / claims / costs and expenses whatsoever, which may be taken or made against the AGENT in the course of and arising out of:
- a) any information provided under the Agreement that is found to be a breach of any of the warranties contained in clause 5 of this Agreement.
 - b) the proper performance of the AGENT'S duties as the property manager as set out in this Agreement or in the exercise of any powers, duties or authorities contained in this Agreement.

- 9. ASSIGNMENT**
- 9.1. The OWNER agrees that the AGENT has the right to assign this Agreement to a third party without limiting the OWNER'S rights to terminate this Agreement as set out in this Agreement.

- 10. TRUST PROVISION**
- 10.1. If any person enters into this Agreement as trustee of a trust:
- a) that person warrants that:
 - i. it has the power to enter into this Agreement under the terms of the trust;
 - ii. it has properly signed this Agreement in accordance with the terms of the trust;
 - iii. it has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this Agreement; and
 - iv. all persons who are trustees of the trust have approved entry into this Agreement.
 - b) If that person has no right or interest in the assets of the trust except as a trustee of the trust, that person's liability under this Agreement will not be personal and unlimited, but limited to the actual amount recoverable from the assets of the trust from time to time ("limited amount"). If that person has lost or impaired its right to be indemnified from the trust assets, that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.

- 11. ADDRESS FOR SERVICE**
- 11.1. Any notice to the OWNER or to the AGENT shall be deemed to be sufficiently served if emailed, posted by ordinary mail or faxed to the Address for Service offered as an Address for Service in this Agreement.

- 12. WHOLE AGREEMENT**
- 12.1. This Agreement is the entire Agreement between the parties. In the event the parties wish to amend any terms or enter into new terms, a written variation to this Agreement must be signed by both parties to be effective.

Fifth Schedule - Management Fees

SERVICES PROVIDED	STANDARD
Rental appraisals and advice	With our compliments
Routine inspection fee	With our compliments
Comprehensive ingoing inspection	With our compliments
Comprehensive outgoing inspection	With our compliments
Fixed term tenancy renewal fee	With our compliments
Tribunal attendance & evictions	
Application filing fee (if applicable)	*currently \$20.44 per application
Furniture inventory fee	With our compliments
Financial year summary fee	With our compliments
Bond collection and management	With our compliments
Comprehensive digital photo storage	With our compliments
Internet advertising	
harcourts.co.nz	With our compliments
realestate.co.nz	With our compliments
Hamiltonrentals.co.nz	With our compliments
Letting fee	Currently paid by the tenant
Print media advertising	With our compliments
Rent review fee	With our compliments
Management fee	8.5% + GST
Repair and maintenance fee	8.5% of invoice + GST
Smoke alarm compliance	\$99.00 + GST Per Annum

**Please note that Harcourts Monarch Realty Ltd uses a third party provider and the provider may change their terms of service including pricing, from time to time. In such case, Harcourts Monarch Realty will notify the OWNER in writing of any changes and the date of effect. Any such changes will form part of these terms and conditions from the date of effect.*

The Parties Agree as Follows:

The OWNER appoints the AGENT as property manager of the PREMISES and the AGENT accepts the appointment on the TERMS set out in this Agreement at the agreed MANAGEMENT FEES (subject to review if applicable) set out in the FOURTH SCHEDULE. The SCHEDULES attached to this Agreement and its contents form part of this Agreement.

Execution of Agreement

WARNING (This warning does not form part of this Agreement)

This is a binding contract. It is recommended that the OWNER seek professional advice before signing.

Signed by the OWNER:

Name:

Date:

Signed by the OWNER:

Name:

Date:

Signed by the AGENT:

MONARCH REALTY LTD

Agent Signature:

Date: