

EXCLUSIVE MANAGEMENT AGENCY AGREEMENT RESIDENTIAL (SHORT VERSION)

REAL ESTATE INSTITUTE
OF NEW SOUTH WALES

The Property, Stock & Business Agents Act 2002 and Regulations requires all Agent's instructions to be in the form of a written agreement.

PARTICULARS

Principal(s)

ABN/ACN

GST Registered Yes No

Address

Postcode

Phone Work Home

Mobile Fax

Email

Agent

Licencee's Licence No.

ABN/ACN

GST Registered Yes No

Trading as

Address

Postcode

Phone Work Home

Mobile Fax

Email

Premises to be leased

Postcode

Being: Furnished Unfurnished Garage/Car Space included Yes No

Applying for a court or tribunal order	\$	<input type="text"/>
Preparation of a tribunal case	\$	<input type="text"/>
Calculation and collection of water and sewerage usage charges	% of cost	<input type="text"/>
Arrangement of refurbishment or improvements	\$	<input type="text"/>
Processing insurance claims, including valuation for insurance purposes	\$ per hour	<input type="text"/>
Disaster/Emergency management fee	% of cost	<input type="text"/>
Other <input type="text"/>	\$	<input type="text"/>

Note: The services to be provided by the Agent and any fees or expenses payable by the Principal to the Agent pursuant to this agreement cannot be varied except as agreed by the Principal in writing.

Agent's Authority

7. At the end of each tenancy, the Agent is authorised to:
- (a) re-let the premises at market rent for a term not exceeding Yes No
 - (b) refer to the Principal for instructions concerning reletting and marketing/promotion. Yes No
 - (c) periodically review the rent when in the opinion of the Agent such a review is appropriate or at the end of each tenancy. Yes No
8. The Agent shall endeavour to verify references from any prospective tenant.
9. In respect of each tenancy, the Agent is authorised and directed on behalf of the Principal to:
- (a) arrange inspection by prospective tenants; Yes No
 - (b) obtain references; Yes No
 - (c) select tenants and enter into and sign Tenancy Agreements; Yes No
 - (d) collect rent; Yes No
 - (e) collect and lodge rental bonds as permitted by law; Yes No
 - (f) make claims for the refund of bond monies having regard to any rent due and the condition of the premises at the end of each tenancy; Yes No
 - (g) respond to any applications by tenants and represent the Principal before the Consumer, Trader & Tenancy Tribunal (CTTT); Yes No
 - (h) exercise the Principal's right to enforce or terminate Tenancy Agreements including the service of notices as necessary; Yes No
 - (i) forward to the Principal copies of any document signed by the Agent on behalf of the Principal; Yes No
 - (j) undertake periodical inspections. Yes No
 - (k) if required, obtain copies of any by-law or management statement relating to a strata or community scheme, which is required to be provided to the tenant Yes No
10. In respect of each tenancy, the Agent and the Agent's employees from time to time are authorised and directed on behalf of the Principal to make application before the CTTT and to do all things necessary to commence and complete proceedings for the recovery of possession from a tenant and/or the recovery of monies due.
11. Where the premises are furnished an inventory shall be prepared by the: Principal or Agent
12. The Agent is authorised to arrange and pay for repairs and maintenance to be done in accordance with the Principal's obligations or as otherwise instructed provided that any expenditure in excess of \$ for any item shall not be incurred without prior approval of the Principal except in an emergency and where the repairs are urgently required.
13. The Agent is authorised and instructed to pay the following from monies received on behalf of the Principal:
- (a) council rates; Yes No
 - (b) water, sewerage and drainage rates; Yes No
 - (c) insurance premiums (see attached schedule); Yes No
 - (d) landlords protection insurance; Yes No
 - (e) owners' corporation levies; Yes No
 - (f) maintenance costs of caretaking/cleaning/gardening; Yes No
 - (g) such other outgoings as the Principal may authorise. Yes No
 - (h) any fee required to obtain a by-law or management statement Yes No

AGREEMENT

Appointment of Agent

1. The Principal, who warrants that they have authority to enter into this Agreement hereby appoints and authorises the Agent and the Agent's employees from time to time exclusively to let and manage the premises in accordance with this Agreement.
2. This Agreement shall commence on the / / and may be terminated by either party giving not less than 30 written notice of termination but without prejudice to any accrued rights or incurred obligations.
3. The Agent is authorised to let the premises for a term of at a rent of or as otherwise instructed by the Principal.

Agent's Remuneration

4. The Agent shall be entitled to the following fees: (GST incl.)
 - (a) as a letting fee upon any letting of the premises by the Agent, the Principal or any other agent.
 - (b) as a Tenancy Agreement preparation fee; and
 - (c) for the provision of all ongoing usual property management services in respect of the premises:
 - (i) a management fee of % of all monies collected on behalf of the landlord; and
 - (ii) an administration fee of \$ per
 - (iii) other \$

Marketing

5. The premises are to be marketed and/or promoted as per the attached schedule
Yes No and/or as follows
the fees for each letting are \$ and are due and payable / /
- For Lease Sign:** Permission is hereby granted for the Agent to erect "For Lease" signage
Yes No . It is acknowledged that the Agent is not responsible for any liability, damages or injuries incurred as a result of the erection of the signage.

Service Fees, Charges and Expenses

6. The Agent shall perform the following services and be entitled to the following fees (GST incl.)

Fee	When due and Payable
Attendance at a tribunal/court	\$ <input type="text"/> per hour
Arrangement of repairs and maintenance	<input type="text"/>
Service of any notice	<input type="text"/>

Inspection

14. Unless the Principal advises to the contrary, any prospective tenant is entitled to inspect the premises in the following circumstances:

Disclosure of Rebates, Discounts or Commissions in Respect of Expenses

15. In respect of any expenses to be incurred by the Principal or the Agent on behalf of the Principal pursuant to this agreement, the Agent discloses that the Agent may receive the following rebates, discounts or commissions from the third parties:

Name of Third Party	Estimated Amount of Rebate, Discount or Commission
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>

If no amount, write in "nil".

The Agent and Principal acknowledge and confirm that prior to signing this Agreement both parties have read, understood and agreed to the terms and conditions on the reverse side of this Agreement.

Signature of Principal(s) Date / /

Signature of Agent Date / /