
AGREEMENT TO ACT AS MANAGING AGENT

TO: Harvic Residential Property Management

SENDER:

HARVIC FAX NUMBER:
(04) 388 1177

SENDERS CONTACT NUMBER:

PLEASE PRINT CLEARLY

This agreement is dated (DD/MM/YYYY):

The agreement is made between _____ herein, called " The Owner"

And **HARVIC** Residential Property Management Limited.
(A duly incorporated Company having its registered office at 70 Dundas Street, Seatoun, Wellington),
herein called " The Manager".

The Owner is a property owner and wishes to appoint a manager to assist in the acquisition, leasing, renting, supervision, maintenance and management of the following property/ies.

1.

2.

3.

The parties agree as follows:

Appointment of Manager

The owner/s appoint **HARVIC** Residential Property Management Limited as its/their sole managing and renting agent for the purposes and on terms and conditions contained in this Agreement.

Term of Appointment

This appointment shall be effective from _____ and shall continue for a minimum of 6 calendar months. After the minimum period, either party may terminate the agency, in writing, by giving one calendar month's notice.

Fees (GST EXCLUSIVE)

The Manager shall be entitled to the following payments as remuneration:

1. 7.5% of the rental received by The Manager, for an unfurnished, **tenanted** property.
2. 8.5% of the rental received by The Manager, for a furnished, **tenanted**, property.
3. Property Inspection fees of:
 - a. \$25 per inspection, with a maximum of 3 inspections per year.
 - b. If the property is a multi flat building (all flats owned by the one owner) \$25 will be charged for the first flat & an additional \$5.00 for every flat, at the same address, thereafter.
 - c. No inspection fees will be charged providing the weekly rental of any one unit/house exceeds \$300.
 - d. No inspection fee charged at the time of doing tenancy agreement or at end of tenancy.
4. Monthly administration fee of \$5.00.
5. \$40.00 per hour for attendance, preparation of and presentation of material at Tenancy Services mediation meetings & Tenancy Tribunal hearings on behalf of owners.

The Manager shall be entitled to deduct the agreed fees from income received by The Manager, on behalf of The Owner. All fees are subject to increase and extension. Should these be increased and/or extended the Manager will notify the Owner in writing 30 days prior to an increase and/or extension taking place.

HARVIC RESIDENTIAL PROPERTY MANAGEMENT LIMITED

70 DUNDAS STREET, SEATOUN, WELLINGTON, NEW ZEALAND PHONE 64 4 388 1174 FAX 64 4 388 1177
EMAIL TENANCYAPP@HARVIC.CO.NZ WEBSITE WWW.HARVIC.CO.NZ

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Disbursements

Disbursements, being money paid on such items as, advertising, courier charges, Property Photographs, legal costs, Normal repairs & maintenance of the property/properties, Capital Works, Project Management, Credit Checks and the like, but not limited to, shall be charged in addition to the above fees. The Manager shall be entitled to deduct disbursements from income received by The Manager, on behalf of The Owner.

Definition of Rent

“Rent” for the purposes of this agreement shall mean rent according to the usual and plain meaning of the term as defined in the Concise Oxford Dictionary. Shall also mean and include licence fees, key money, goodwill payments, franchise fees, royalties, commissions and any other fixed or determinable payments receivable by the Owner in respect of the properties managed by the Manager.

Authority of Manager

The manager is authorised to:

1. Advertise the property/ies for rental & select tenants.
2. To arrange and sign tenancies (periodic or fixed term).
3. To collect from the Owner's tenants all rents and other money due by them as tenants to the Owner. The tenant/s will make rent payments to **HARVIC** Residential Property Management's Bank account - Client Account.
4. To take such action as may reasonably be required from time to time by the Owner to recover arrears of rent. The Manager shall not be liable to the Owner for any default on the part of tenants or third parties in respect to the payment of rent (as defined in the above paragraph) nor for any damage caused by the tenants.

The Manager's obligation in this regard shall extend to:

- a. Personal visitation of the tenants;
 - b. Correspondence with the tenants,
 - c. Taking all reasonable steps to cover rental in arrears, such as the employment of a debt collecting agent acting on behalf of and at the Owner's expense, but stopping short of instituting legal proceedings unless so instructed by the Owner.
5. To ensure compliance as far as is reasonable at all times by tenants with their tenancy obligations including (by way of illustration only) use of premises and the cleaning and maintenance thereof. The Manager's obligations in this regard shall extend to personal visitation of the tenants, correspondence with the tenants, and to taking all reasonable steps to enforce such obligations short of instituting legal proceedings.
 6. To inspect all the Owner's properties on a regular basis at the agreed rate set out under fees of this authority, for each inspection.
 7. To arrange and supervise the carrying out of the Owner's contractual obligations with tenants and where necessary to endeavour to resolve any disputes between tenants and the Owner or complaints, in consultation with the Owner.
 8. To use its best endeavours to keep all the Owner's properties tenanted to the Owner's best advantage.
 9. To undertake repairs and maintenance of properties within expenditure and budget limits. The Manager is authorised to arrange and supervise minor maintenance as may be necessary, in the view of and at the discretion of the Manager, without reference to the Owner up to a maximum expenditure limit of \$400 for any one event.

Advisory Services

Notwithstanding, any other provisions in this Agreement related to remuneration of the Manager, where the Owner seeks advice from the Manager in respect of its properties generally, the Manager shall undertake such advisory services at such rates of remuneration or commissions, as are mutually accepted by prior agreement between the parties.

Costs of Agreement

Each party shall pay its own costs incurred, if any, in the preparation and execution of this Agreement.

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Termination of agreement

Either the Owner or the Manager may terminate this agreement, by notice in writing to the other party, upon the happening of any of the following events:

1. If the Manager goes, or is put, into liquidation (except for the purposes of reconstruction or amalgamation).
2. If a receiver of the Manager is appointed by any person under any instrument.
3. If the Manager has failed to duly perform any of the conditions and obligations on its part contained in this agreement. Such failure shall have continued for a period of 30 days after the Owner has served upon the Manager written notice of the particular conditions and obligations, which the Manager has failed to perform and keep.

The Owner, shall not be entitled to determine this Agreement, either :

- a. Where the matter is brought to the attention of the Manager;
 - b. Or is of minor or technical nature and where, having regard to the performance by the Manager of all of the other conditions and obligations on its part contained in this Agreement, it would be unreasonable in the circumstances to determine this Agreement on such grounds.
4. If the owner requires the property back to live in, or sells the property .
 5. If the Manager wishes the relationship to end.

Service of Notices

Should either the Owner or Manager respectively wish to serve notice on the other, such notices may be served either:

1. By delivery to the registered office of either party; or
2. by the sending of same by registered post in a prepaid envelope addressed to the party intended to be served to the address stated as follows:

Address for Service for the Owner:

Phone: _____

Address for service for the Manager:

Harvic Residential Property Management Ltd,
70 Dundas Street, Seatoun,
Wellington New Zealand.

Phone: NZ 04 38811774

Any notice so sent by registered post shall be deemed to have been served on the day following the date of sending.

Owners' Responsibilities

1. On the signing of this agreement, the Owner agrees to pay **HARVIC** Residential Property Management Limited a \$400 maintenance bond to be held for maintenance charges and/or advertising on the property.
2. The Owner will hold and keep indemnified the Manager against all proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Manager in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of the Manager herein.
3. The owner acknowledges that this authority is subject to the Residential Tenancies Act 1986 and any other Act passed by Parliament affecting residential tenancies.
4. The owner will supply an address for service prior to signing this agreement.
5. The owner undertakes responsibility to ensure the premises and chattels are adequately insured and advise the Manager of details as below:

Name of Insurance Company:	_____
Policy Number:	_____

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Owners' Responsibilities continued.

- 6. If the property is a unit in a unit title development the Owner will take responsibility to pay any Body Corporate fees and attend, or have their power of attorney attend in their absence, any Body Corporate meetings or functions. The Owner will advise the Manager of any Body Corporate rules or actions, which may effect the tenancy of their property.
- 7. The Owner will complete details, below, of an Emergency Contact or Power Of Attorney who may act on their behalf in their absence.

Name, address & phone number of Emergency Contact/Power of Attorney:

Phone contact numbers: _____

- 8. The owner will complete the following details, and always advise of any changes, which represent the Bank Account to which HARVIC Residential Property Management Limited will deposit funds collected from tenants, less costs as specified in this contract, for the property owner/s.

Name of Bank Account: _____

Bank: _____

Branch: _____

Account Number: _____

- 9. The owner accepts the Manager, for accounting/tax purposes will email statements to the owner. No hard copy will be posted. The owner agrees they will ensure that the Manager always has an up to date email address for the owner for this purpose.

Owner Email addresses:

AUTHORITY SIGNED: I/We the Owner/Owners or Person/s authorised to act on behalf of the above named Owner/s agree to act in good faith on this Agreement and employ HARVIC Residential Property Management limited as our agents on the conditions set out.

_____ Signatures.	_____ Signature.
_____ Signatures.	For:
Print Name : _____	Harvic Residential Property Mngt. Ltd.
Phone Numbers : _____	70 Dundas Street, Seatoun,
	Wellington, New Zealand.
	Phone Wellington 388 1174.
	Fax Wellington 388 1177.
	Email: harvic@xtra.co.nz

Please fax through to Harvic on (04) 388 1177.