

# Property Management Authority

## Terms and Conditions

**Property Details:**

Owner Name(s) (Owner)		Address (Property):	
E-mail:		Contact Phone number:	
Type of Property	<input type="checkbox"/> House <input type="checkbox"/> Apartment <input type="checkbox"/> Unit <input type="checkbox"/> Town House		
Number of Bedrooms	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6		
Number of Bathrooms	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	Number of Keys	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3
Number of Garage	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	Number of Carport	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3
Off Street Parking	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	Number of Remote	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3
Is Property Furnished?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Smoke Alarm:	<input type="checkbox"/> Yes(number) <input type="checkbox"/> No
Is Property Insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No    Details:		
Insulation	<input type="checkbox"/> Ceiling <input type="checkbox"/> Floor <input type="checkbox"/> Wall,		
Healthy Home Compliance:	<input type="checkbox"/> Please provides Healthy Home Compliance Statement or Report		

**Accounts to be paid by Anemax Property Management Ltd.**

Local Body Rates	<input type="checkbox"/> Yes <input type="checkbox"/> No	Water Rates	<input type="checkbox"/> Yes <input type="checkbox"/> No
Separate water meter per tenancy	<input type="checkbox"/> Yes <input type="checkbox"/> No	Septic Tank last serviced:	/    /
Tank Water	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pump last serviced:	/    /
Lawn Mowing	<input type="checkbox"/> Yes <input type="checkbox"/> No (Charge to Tenant)	Body Corporate Levies	<input type="checkbox"/> Yes <input type="checkbox"/> No
Body Corporate Details			
Other Payment			

**Property Details:**

Type of Tenancy:	<input type="checkbox"/> Periodic (month to month) <input type="checkbox"/> Fixed Term (eg. 12 months)		
Property Available for Tenancing	Fixed Term from    /    /    to    /    /		
Max Number of Tenants:			
Property Inspections:	<input type="checkbox"/> Quarterly <input type="checkbox"/> Six months		
Pets	<input type="checkbox"/> Yes <input type="checkbox"/> Not Allowed		
Smoking	<input type="checkbox"/> Yes <input type="checkbox"/> Not Allowed		
Security Alarm	<input type="checkbox"/> Yes <input type="checkbox"/> No Code		

**Chattels (Please Select)**

Smoke Alarm	Heating Source	Fixed Floor Coverings	Light Fittings	Curtains
Blinds	Stove	Dishwasher	Range hood	Cooktop
Oven	Fan	TV Aerial	Heat Pump	Burglary Alarm

Other

**Bank Account Detail ( or Attach Deposit Slip)**

Account Name	
Account Number	Bank
Frequency Of Payment	Your rental payment will made on Friday Fortnightly

 Your monthly statement will email on the beginning of each month; your yearly statement will email on 1<sup>st</sup> of April every year.

## TERMS AND CONDITIONS

### 1. Property Management

The Owner hereby agrees for Anemax Property Management Limited (Anemax) to manage the Property. The Owner authorises Anemax:

- (i) To let the Property when required and to prepare and sign Tenancy Agreements on the Owner's behalf.
- (ii) To set new rent levels from time to time so that the Property remains reasonably tenanted and reasonably reflects the current market level of rents for such properties.
- (iii) To collect a bond to be paid to Tenancy Services on the Owner's behalf and when the tenancy is terminated, after inspecting the Property, to approve the refund to the tenant on the Owner's account of all or part of this bond as Anemax determines is fair and reasonable.
- (iv) To collect rent from the tenant by automatic bank payment.
- (v) To pay all the expenses itemised in this agreement provided the Owner holds sufficient funds to Anemax's credit.
- (vi) To take action to collect arrears of rent when necessary including application to the Tenancy Tribunal. To appear at Mediation and Tribunal Hearings, pursuant to the Residential Tenancies Act 1986 (**Act**) on the Owner's behalf. The Owner agrees to be bound by any order made by the Tenancy Tribunal.
- (vii) To send to the Owner statements as soon as possible after the balance date at the end of the month.
- (viii) To undertake periodic Property inspections and report to the Owner following these inspections, should any maintenance be required.
- (ix) To prepare an inventory (where applicable) and to check the same.
- (x) To appoint, at Anemax's discretion, a debt collection agency to pursue outstanding debts from tenants or to pursue collection of any debt through the Ministry of Justice Collections Unit. The Owner must reimburse Anemax of all associated fees paid by Anemax on the Owner's behalf.

### 2. Repairs

- (i) The Owner authorises Anemax to spend up to NZD\$3,000 on any one repair or services work (Minor Works) without seeking further consent from the Owner. Anemax may automatically deduct the cost of Minor Works from the rent received from the tenant.
- (ii) If the cost of repair exceeds NZD\$3,000, then the Owner is solely responsible for arranging and making the repairs. To avoid doubt, Anemax is not liable for arranging and monitoring Minor Works which exceeds NZD\$3,000.
- (iii) The Owner authorises Anemax to arrange and supervise any Minor Works to the Property. To avoid doubt, Minor Works includes services such as cleaning and smoke alarm inspections fees.

### 3. Fees

- (i) The Owner must pay Anemax \$ \_\_\_\_\_ + GST of all rent collected by Anemax and of all repairs, maintenance and renovations arranged by Anemax. Note that a minimum fee of \$ \_\_\_\_\_ + GST applies for the life of this management agreement. If this agreement is cancelled before at least \$ \_\_\_\_\_ plus GST of fees has been received by Anemax, the balance of the shortfall will be immediately payable by the Owner.
- (ii) The Owner must pay Anemax \$ \_\_\_\_\_ + GST for each regular inspection of the Property or supervision of any Minor Works. To avoid doubt, bond status inspections at the end of each tenancy and those completed with each new tenancy agreement are not charged for.
- (iii) The Owner must pay Anemax \$ \_\_\_\_\_ + GST advertising fee for finding new tenants.
- (iv) The Owner must pay Anemax \$ \_\_\_\_\_ + GST for each Tenancy Tribunal attendance if the Owner is sued by the tenant. To avoid doubt, the Owner does not need to pay Anemax for Tenancy Tribunal attendance if the Owner is suing the tenant for rent arrears. However, if the tenant makes a counter claim against the landlord, then the Owner must pay Anemax

\$ \_\_\_\_\_ plus GST for each appearance at the Tenancy Tribunal.

- (v) Anemax is entitled to deduct its fees for services and reimbursements for moneys expended on behalf of the Owner, from any monies collected from the tenant. Where no monies are held on account the Owner agrees to reimburse Anemax within seven days of receiving written payment request from Anemax.
- (vi) Anemax shall be entitled to review its fees for services by giving one month's notice in writing.

### 4. Tenancy Agreement:

The Owner acknowledges that the Owner's name will be set out on the Tenancy Agreement as the landlord. The Owner further acknowledges that if the Owner is a trust or a company, Anemax will be required to issue on Owner's behalf 90 days' notice instead of 63 if the Owner or any member of the Owner's family require the Property for their own use.

### 5. No Liability for Damage / Arrears of Rent

- (i) Anemax shall use its best endeavours to ensure continuity of occupation at market rentals and maintenance of the Property, but shall not be liable to the owner(s) for any defaults in payment of rent or any damage caused to Property, vacant or occupied, by any tenant or other payment due by the tenant or otherwise whether or not the tenancy has been arranged by Anemax.
- (ii) Anemax shall not be liable for any injury to persons and/or damage to the Property arising out of the condition of, or any hazard in or about, the Property.
- (iii) The maximum aggregate liability of Anemax under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not exceed the fees paid and/or payable by the Owner under this Agreement for services provided in accordance with this agreement.

### 6. Privacy Consent

The Owner agrees for information relating to the Property being passed to any person for marketing purposes and for the compilation and distribution of statistics.

### 7. Cancellation

- (i) Subject to clause 7(ii), this agreement may be terminated by either party giving one month notice in writing, and shall be sufficiently served by being delivered or being posted to the contact address for the owner referred to in this Authority.
- (ii) If Anemax, in its sole discretion, determines that the Owner is intentionally not complying with the provisions of the Residential Tenancies Act 1986 (as amended or replaced from time to time), then Anemax may immediately terminate this agreement.

### 8. Indemnity clause

- (i) The Owner indemnifies Anemax against all actions, claims, costs and expenses whatsoever, which may be taken or made against Anemax or incurred by Anemax (including legal costs on a solicitor client basis), in the course of and arising out of the performance of Anemax's duties as the property manager of the Property or the exercise of any powers, duties or authorities contained in this management authority.
- (ii) If the Owner is in default of this agreement, then the Owner must pay to Anemax, upon demand, Anemax's legal costs (as between solicitor and client) and disbursements arising from or relating to attempted enforcement or exercise of any of Anemax's rights, remedies and powers under this agreement.

### 9. General

- (i) The Owner warrants that it is the legal and beneficial owner of the Property.
- (ii) The Owner acknowledges that they are not consumers as defined in the Consumer Guarantees Act 1993. To avoid doubt, the Owner is acquiring property management services from Anemax for commercial use to generate rental income.

Signature of Owner(s):

Signed by Anemax Property Management Ltd:

Date:

Date: