



# PROPERTY MANAGEMENT AGREEMENT

## RESIDENTIAL PROPERTY

### LANDLORD

#### Landlord 1

Name			
Address			
Phone	Mobile	Fax	ABN
Email 1		Email 2	

#### Landlord 2

Name			
Address			
Phone	Mobile	Fax	ABN
Email 1		Email 2	

### AGENT (the Manager)

Name	Choice Your Property Partners Pty Ltd trading as Choice Your Property Partners		
Address	153 Sturt St, Adelaide SA 5000		
Phone	0404 970 765	Email	admin@choiceypp.com.au
			ABN

### PROPERTY

<b>Address</b> _____ _____			
<b>Council Area</b> _____			
<b>Strata /Community Title</b>	<input type="checkbox"/> Not Applicable	<input type="checkbox"/> Strata Title	<input type="checkbox"/> Community Title
<b>Strata / Community Manager</b> _____			
<b>Address</b> _____			
<b>Phone</b>	_____	<b>Email</b>	_____
<b>Special or other matters relating to the Property</b> (use an Annexure as necessary) _____ _____			

### APPOINTMENT OF MANAGER

<input type="checkbox"/> To Let the Property	<input type="checkbox"/> To Manage the Property	and in each case as sole Manager or letting agent	
<b>The Property is available for letting from</b> _____			
<b>Tenancy periods to offer or existing</b>	<input type="checkbox"/> Fixed Term	<input type="checkbox"/> Periodic	
<b>Other details:</b>	_____	<input type="checkbox"/> Existing Tenancy	

tick or cross the applicable boxes

INITIALS

**TERM OF MANAGEMENT AGREEMENT**

**The Landlord appoints the Manager for the initial term of**  24 months from commencement  
 Other \_\_\_\_\_

and this Agreement continues thereafter for the same period after each term or until the first to occur :

where acting as manager, it is terminated by the Landlord on not less than 12 months prior written notice (\* and see termination provisions further below); or

where acting as letting agent only, when it is terminated by the Landlord on not less than 3 months prior written notice; or

upon the sale and settlement of the Property by the Landlord; or

the Manager gives notice (without cause) that it declines to continue to act as manager and/or letting agent

Additional terms (if any): \_\_\_\_\_

**PROFESSIONAL FEES PAYABLE**

<b>Management fee</b>	<b>Furniture equipment inventory</b>
_____	_____
<b>Letting fee</b>	<b>Insurance claims</b>
_____	_____
<b>Rent review</b>	<b>Legal fees</b>
_____	_____
<b>Routine inspections</b>	_____
_____	_____
<b>Tribunal hearings</b>	_____
_____	_____
<b>Document preparation fees</b>	_____
_____	_____
<b>Renewal of tenancy</b>	_____
_____	_____
<b>Inspections start / end</b>	_____
_____	_____
<b>Other charges</b>	_____
_____	_____

**ADVERTISING EXPENSES**

For the purpose of securing new tenants the Landlord authorises the Manager to incur and recover from the Landlord the following expenses for each letting:

**Media Advertising**  No  Yes \_\_\_\_\_

\_\_\_\_\_

**Signage**  No  Yes \_\_\_\_\_

\_\_\_\_\_

**Internet**  No  Yes \_\_\_\_\_

\_\_\_\_\_

**Other**  No  Yes \_\_\_\_\_

\_\_\_\_\_

**OTHER COSTS AND EXPENSES**

The costs and expenses below are recoverable from the Landlord by the Manager.

<b>Bank charges</b>	<input type="checkbox"/> No	<input type="checkbox"/> At cost	<b>Phone costs</b>	<input type="checkbox"/> No	<input type="checkbox"/> At cost
<b>Cheque fees</b>	<input type="checkbox"/> No	<input type="checkbox"/> At cost	<b>Postage</b>	<input type="checkbox"/> No	<input type="checkbox"/> At cost
		<input type="checkbox"/> At _____	(per cheque)		
<b>Other costs</b>	<input type="checkbox"/> As detailed _____				

**STATEMENT & REPORTS**

<b>Monthly statement and administration reports</b>	<input type="checkbox"/> email	<input type="checkbox"/> Post
<b>Financial Year report</b>	<input type="checkbox"/> email	<input type="checkbox"/> Post

**OUTGOINGS** (Manager to pay from rental receipts)

The Landlord authorises the Manager to pay the following outgoings relating to the Property (from funds received) but not limited to:

<b>Council rates</b>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<b>Assessment No.</b>	_____
<b>Water and sewerage</b>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<b>Account No.</b>	_____
<b>Land Tax</b>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<b>Valuation / Assessment No.</b>	_____
<b>Emergency Services Levy (ESL)</b>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<b>Insurances</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes
<b>Strata / Community Levies</b>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<b>Building Insurance</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes
<b>Gardening</b>	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<b>Landlord Insurance</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes
<b>Other</b>	_____			

**INSURANCE**

**NOTE:** The Landlord will place all general insurance and such other landlord insurance cover to include risk for tenant damage and rent default. The Landlord acknowledges that the Manager is not able to nor registered to advise on insurance and financial products. The Manager may refer the Landlord to an Insurance Broker for insurance product advice. The Manager may be an authorised representative holding a Proper Authority from an insurer or broker and can then assist.

**Landlord's Insurance Broker** \_\_\_\_\_

**Landlord is insured for** Landlord Insurance (Tenant Damage / Rent Default)  No  Yes

**If Landlord is NOT insured** The Landlord accepts all risk if no Landlord insurance is placed  Yes

**CURRENT POLICIES** (if any)

	Insurer	Policy No	Renewal Date
<b>Property Insurance</b>	_____	_____	_____
<b>Contents Insurance</b>	_____	_____	_____
<b>Landlord Insurance</b>	_____	_____	_____

**LANDLORD PAYMENT DETAILS**

**Money to be paid to the Landlord**  Monthly  Other \_\_\_\_\_

**Landlord 1**

To Landlord by cheque made payable to \_\_\_\_\_

Direct to Bank Account Account Name: \_\_\_\_\_ Bank: \_\_\_\_\_

BSB: \_\_\_\_\_ Account No: \_\_\_\_\_

**Landlord 2**

To Landlord by cheque made payable to \_\_\_\_\_

Direct to Bank Account Account Name: \_\_\_\_\_ Bank: \_\_\_\_\_

BSB: \_\_\_\_\_ Account No: \_\_\_\_\_

tick or cross the applicable boxes

INITIALS

**WATER CONSUMPTION**

**Water charges assessed by SA Water**

Landlord must supply all water charges promptly to the Agent  
 Tenants are to pay for each tenancy period:

- |   |   |
|---|---|
| <input type="checkbox"/> All quarterly supply charges & all water usage;    | <input type="checkbox"/> All water supply charges for the period; |
| <input type="checkbox"/> All water usage;                                   | <input type="checkbox"/> No water charge;                         |
| <input type="checkbox"/> All water usage over & above kL annual allowances; | <input type="checkbox"/> Other:                                   |

\* If the property is not individually metered for a service, the Tenant will pay an apportionment of the cost of the service as set out below

**AUTHORITY OF THE MANAGER**

**Authority to instruct repairs and maintenance**

For the purpose of effecting repairs and/or maintenance for the Landlord, the Manager is authorised to instruct expenditure of up to the amount set out below (the "Discretionary Expenditure Limit") on any individual and separate works required without seeking prior approval from the Landlord. The Manager can in any event (and in its absolute discretion) instruct all necessary repairs which arise after-hours (not between 9am – 5pm) and/or in an emergency which in each case may exceed the Discretionary Expenditure Limit without seeking any prior approval and it is accepted this expenditure may be for more than one (1) item of repair and be on different occasions and on each exercise of this authority may in each case exceed the limit so authorised.

Discretionary Expenditure Limit \$500.00

**Authority to draw and disburse fees and charges**

The Manager is entitled to draw and disburse fees and charges from any moneys received for the Landlord (from whatever source) and is required to account for all moneys disbursed.

**LANDLORD TO SUPPLY KEYS & CODES**

**Keys & Controllers**

- House keys (3 sets) If only 1 set is supplied the Manager will arrange an additional set and charge the cost  
 Remote Controls Detail remotes: \_\_\_\_\_

**Codes**

Security Code: \_\_\_\_\_

Security Provider: \_\_\_\_\_

- Manuals Detail manuals: \_\_\_\_\_

**ALTERNATIVE CONTACTS FOR THE LANDLORD**

In the event that the Landlord cannot be contacted during normal business hours or is away and the Manager may require instructions in order to carry out any of its duties and the Landlord authorises the Manager to contact and obtain instructions from:

	<b>Contact 1</b>	<b>Contact 2</b>
Name	_____	_____
Relationship	_____	_____
Home phone	_____	_____
Work phone	_____	_____
Mobile	_____	_____
Email	_____	_____

**PREVIOUS AGENCY**

- Has the property been previously managed?  No  Yes (detail below): \_\_\_\_\_
- Former Agent details \_\_\_\_\_
- Type of Management  Letting  Management
- Has the previous agreement been terminated?  No  Yes (state when): \_\_\_\_\_
- Is the Property currently tenanted?  No  Yes
- Tenant Name \_\_\_\_\_ Tenant Phone \_\_\_\_\_

*tick or cross the applicable boxes*

**INITIALS**

**DISCLOSURE OF INTERESTS**

The Landlord acknowledges and agrees that the Manager may receive and retain commissions or benefits from third parties in connection with letting and/or management functions as acknowledged below.

Advertising	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Maintenance	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Insurance	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Other	<input type="checkbox"/> No	<input type="checkbox"/> Yes (detail below):

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**APPOINTMENT AND DUTIES OF THE MANAGER**

The Landlord appoints the Manager as the sole agent to let and/or manage the Property and the Manager accepts the appointment subject to payment of the fees and costs specified herein. Unless otherwise limited by this Agreement, the Manager is appointed and authorised to act in all respects in relation to the Property on behalf of the Landlord to do all things necessary to let the Property, collect rents, execute tenancy agreements and ancillary documents for and on behalf of the Landlord, instruct repairs and works to maintain the Property, and to prosecute and defend breaches of any tenancy agreements.

If this Agreement covers management of the Property, the Manager will inspect the Property at appropriate times prior to, during and/or at the end of any tenancy and will keep the Landlord notified of the condition of the Property from time to time in the discretion of the Manager. The Manager will also report any notices received or matters it is aware of under the Residential Tenancies Act 1995 (as amended from time to time).

If this Agreement covers letting the Property, the Manager is entitled to the letting fee. Where any professional fee is not detailed above then the fee applying will be the then prevailing fee charged by the Manager as may be advised and published on the internet or advised from time to time. All accounts are payable 7 days on invoice.

**Increase in fees and charges.** The Manager may increase its fees and charges from time to time and by notice published on its internet site and/or by notice delivered to the Landlord in writing and after notice of 1 month then any increases will apply to any fees and charges payable to the Manager under this Agreement. Evidence of publication on the internet or by notice in writing to the Landlord will be conclusive of any increase to any fee/s charged under this Agreement.

The Manager is authorised to transfer moneys from trust to pay any account due to the Manager by the Landlord. The Manager will be entitled to charge the Property (and any other real property owned by the Landlord) for any unpaid moneys due by the Landlord if unpaid after a notice for payment is delivered to the Landlord and the account remains unpaid for a period of 7 days together with interest calculated at 10% p annum. The Manager is also granted and entitled to a charge and security interest and lien over any moneys held for the Landlord and is entitled to caveat any real property owned by the Landlord for any unpaid moneys due under the charge.

**Inspection Disclaimer** The Landlord is aware that the Manager conducts only visual inspections and that the Manager is not qualified to do more than a cursory visual inspection of the Property and is not a builder, engineer or expert. It is recommended that the Landlord obtain or instruct a written building report on a regular basis and seek advice as to when this is necessary and appropriate. No claims will be brought in relation to the condition of the Property which may not be detected and reported.

**TERMINATION**

If the Landlord terminates this Agreement during any management term it is agreed that the Manager is entitled to a Termination Fee of 12 months management fees or the balance of the existing term if less than 12 months. The parties agree this is a reasonable estimation of loss to the Manager for the loss of management rights. The Manager may determine this Agreement at any time without cause but is not entitled to a termination fee but all fees and charges then outstanding are due and payable by the Landlord to the Manager. No termination fee is payable if the property is sold.

If the Landlord terminates this Agreement and withdraws the Property from letting during any letting process and the Property was not previously or currently under management with the Manager but only appointed for letting then in consideration of the Manager acting the Manager will be paid an administration fee as detailed below for acting.

**LETTING ADMINISTRATION FEE ON TERMINATION OF LETTING**

Letting admin fee

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**SALE AND SETTLEMENT OF THE PROPERTY**

This Agreement will terminate upon the settlement of any of sale of the Property subject however to payment of all fees and charges hereunder payable to the Manager. The Manager will be entitled to recover all fees, costs, expenses and outgoings incurred prior to any sale and settlement of the Property.

INITIALS

**ASSIGNMENT**

The Manager may assign the benefit of this Agreement to another agent, company or business on notice and it is agreed that the Landlord (notwithstanding any other condition of this Agreement) will continue the appointment herein (as assigned) for at least 12 months after any assignment before terminating this appointment (unless the Property is sold). In default of continuing this appointment as herein detailed after an assignment then the Landlord will pay to the Manager an amount equal to 3 months management fees by way of agreed damages if this Agreement is terminated prior to this time. The new Manager (assignee) is however not entitled to any termination fee under this Agreement if the Manager is paid the assignment fee herein.

**APPRAISAL OF WEEKLY RENTAL RANGE**

\_\_\_\_\_

\_\_\_\_\_

**LANDLORD'S POLICY ON PETS**

Not Allowed     Yes Allowed     Negotiable

Exceptions: \_\_\_\_\_

**RESERVATION OF ANY PART OF THE PROPERTY (if any reservation detail as applicable)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROPERTY DESCRIPTION & DETAILS**

**General Details of Property** (to be fully detailed on the Inspection Sheet prior letting the Property)

**Total Rooms No.** \_\_\_\_\_ **Bedrooms No.** \_\_\_\_\_

**Garage / Carport**         No     Yes    **Bathrooms No.** \_\_\_\_\_

**Hot Water – Gas / Electric**     No     Yes    **Cooling – R/C / Refrigerated / Evaporative**     No     Yes

**Other features:**                 Yes (detail below)    **Heating – Gas / Electric / Other**                 No     Yes

\_\_\_\_\_

\_\_\_\_\_

**LANDLORD TO SUPPLY MANUALS/GUIDES/INSTRUCTIONS**

The Landlord is to supply all equipment and device manuals and instructions


\* delete if not applicable or insert additional

**LANDLORD SALE INTENTIONS**                                 No                                 Yes

The Landlord has a present intention to sell the Property during the first tenancy. If **YES**, give details.

\_\_\_\_\_

\_\_\_\_\_

**SPECIAL CONDITIONS (if any)**

*\*rule off this section if there are no special conditions.*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**INITIALS**

**WARRANTIES AND ACKNOWLEDGEMENTS OF LANDLORD**

The Landlord indemnifies and holds harmless the Manager against all suits, actions, demands, losses, damages (including loss of fees) and liabilities whatsoever arising out of the Manager carrying out its duties and obligations for the Landlord in relation to the Property except where the Manager is negligent. The Landlord indemnifies and holds harmless the Manager for any loss or damage whatsoever to any persons, or the goods of any persons attending at the Property. The Landlord warrants and acknowledges that all the information detailed herein is true and accurate and that all necessary and relevant information relating to the Property has been given to the Agent.

The Landlord acknowledges that the Manager gives no warranty as to the financial standing or credit worthiness of any tenant. The Landlord acknowledges that the Manager may share or receive a commission(s) or payments received in conjunction with other agents whether acting in relation to the Property for management or any sale.

**Warning:** Any financial or investment advice provided by the Manager is only of a general nature which does not take into account the individual circumstances, objectives, financial situation or needs of the Landlord. The Landlord is advised to consult with their own financial and investment adviser.

**GST:** In the event GST is imposed on any services in respect of this Agreement any amount /s payable by the Landlord to the Agent or a third party (for all other goods and services to include advertising) in respect of those services will be increased by the rate at which GST is imposed at that time; and the Landlord will pay the increased amount to the Agent at the same time that payment is due under this Agreement for the services. Services of the Manager will otherwise be GST inclusive. "GST" means A New Tax System (Goods and Services Tax) Act 1999 or any other Act or Regulation amending, replacing or directly associated with that Act and any goods and services or similar tax imposed thereby. "Services" has the same meaning as supply for all purposes of the GST including Supply as defined therein and to mean and include all Professional Fees and costs payable under this Agreement.

**NOTICES AND ARBITRATION**

Any dispute arising about the terms or rights under this Agreement will be referred to arbitration at the election of either party giving notice to the other and the Commercial Arbitration Act will apply. All Notices or any dispute must be in writing and may be served at the address of the relevant party detailed herein or at the last known address of the party. Service may be in person, by certified mail or by fax if the fax number is detailed herein or by email if acknowledged as received. The President for the time being of the Society of Auctioneers & Appraisers (SA) Inc will on the request of either party appoint an arbitrator who may act and determine the matter but not acting as an expert. Neither party will commence or continue any legal proceeding if the matter is submitted to arbitration and there is no right of appeal under the Act.

**PRIVACY STATEMENT**

The Agent uses personal information collected from you to act as your agent and to perform its obligations under this agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients. The Agent may disclose information to other parties including media organisations on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, strata / community corporations, government and statutory bodies and to other parties as required by law. The Agent will only disclose information in this way to other parties as required to perform their duties under this agreement for the purposes specified above or as otherwise allowed under the Privacy Act 1988. If you would like to access this information you can do so by contacting the Agent at the address and contact numbers in this agreement. You can correct any information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected.

**EXECUTION**

Dated the	day of	20
<b>Signed by or on behalf of the Landlord</b>		<b>Signed by or on behalf of the Manager</b>

**RECEIPT OF COPY OF THIS AGREEMENT**

The Landlord acknowledges receipt of a copy of this Agreement  
**Signed by or on behalf of the Landlord**