Rentex Ltd

Authority to act as Managing Agent *011111*

This agreement is made on the …… day of …… 20…..

To: Rentex Ltd (The Agent) : 112 Bush Road, Albany Auckland 0632.
Phone: +64 9 451-9430 Fax: +64 9 415-5667
Email: admin@rentexnz.com Website: www.rentexnz.com

Owner/Name(s): …….

Phone (Hm): …….. (Wrk)…….. (Mob)……..

Address for service of documents: …….

……..

Preferred method of contact (please tick): Email: …….. Ph: …….. Mail: …….. Fax: ……..

Email Address: ……..

Do you want your statements emailed?: Yes / No

If yes, is the email address the same as above: Yes / No

If no, alternative email address: ……..

Bank Details:

Account No: __ __ __ __ __ __ 0 __ __ __ __ __ __ 0 __ __

Bank: ……. Branch: ……...

Account Name:…….

Landlord payments to be made (please tick): Monthly…… Half Monthly……..

Emergency Contact:

Name: ……

Address: ……...

Business Phone: …….. After hours Phone: ……..

Mobile: ……. Fax: ……..

Solicitor:

Name: ……

Business Phone: …….. After hours Phone: ……..

Mobile: ……. Fax: ……..

Email: ……

Address of premises to be managed: …….

Description: ……..

Expected time property will be available for tenanting: ……

Rent Required $ ……. per week. Bond Required $ ……. equivalent to ……. weeks rent.

Terms & Conditions

I/We authorize Rentex Ltd to manage the described property as the Owner/s Agent on the terms and conditions, and as set out in the schedule herein.

The agent is authorised to:

1. Advertise the availability for rental of the premises and to display "To Let" signs thereon. Arrange new tenancies when required and to prepare and sign agreements on my/our behalf.
2. Collect rent by automatic bank payment or any other method of collection which is acceptable by you the agent. Collect bonds to be paid to Tenancy Services on my/our behalf, complete status reports and refund any part of the bonds at the end of the tenancies that in your judgement you decide is fair and reasonable.
3. Set new rent levels from time to time so that the property remains reasonably tenanted at a rental which reasonably reflects the current market level of rents for such properties.
4. Make four periodic inspections per year to ensure the property's continued well being and provide written reports including recommended repairs and maintenance.
5. Take action to collect arrears of rent and when necessary, appear at Mediation and Tribunal Hearings pursuant to the Residential Tenancies Act 1986 on my/our behalf. I/We agree to be bound by any order made by the Tenancy Tribunal.
6. Appoint, a debt collection agency to pursue outstanding debts from tenants. I/We authorize you to pay all associated fees on my/our behalf.
7. Arrange any repairs and maintenance on the property as may be required in accordance with the following instructions:
   a) Repairs of any kind, the cost of any one repair not to exceed one weeks rent plus GST.
   b) Arrange for and supervise any other repairs or renovations to the property authorised by me/us.
   c) Repairs ordered by the Tenancy Tribunal shall not require my/our approval.
   d) Repairs in an emergency situation that you consider may affect the well being and/or rent ability of the property, or arising from Health & Safety issues shall not require my/our approval.
8. Pay the following disbursements from rents to be collected:
   a) Water Accounts including reading charges to be sent to and dealt with by Rentex Ltd.
   b) Body Corporate Levies to be sent to and dealt with by Rentex Ltd: Yes / No

   Address of Body Corporate: ……..

   Name of Building Manager: …… Phone no: ……..

Rentex Ltd recommend that property owners arrange to pay their land rates direct to the appropriate Council by direct debit from their bank account. The landlord agrees that Rentex Ltd is not responsible for any excess charges or discounts not allowed because of late payment of rates and/or Body Corp charges.

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9. Rentex Ltd shall be entitled to be remunerated for its services as follows:
   a) On all monies collected 8% plus GST.
   b) For arranging repairs, maintenance and renovations. On the cost incurred 8% plus GST.
   c) For each period inspection $35.00 plus GST.
   d) Tenancy Information New Zealand, (T.I.N.Z.) reference and credit checks $15.00 plus GST per reference/credit check on each prospective tenant.

   Rentex Ltd shall be entitled to deduct its fees for service and reimbursements for monies expended on the Owner's account from any monies collected. Where no monies are held the owner agrees to reimburse Rentex Ltd within seven days of receiving a written request.
10. Rentex Ltd is required to render to the landlord a monthly statement of monies collected, charges deducted and accounts paid and to remit to the owner all receipts less disbursements.
11. Rentex Ltd shall not be responsible for the management or maintenance of paddocks, water troughs, farm gates, fences or ponds.
12. Rentex Ltd shall use its best endeavours to ensure continuity of rental and maintenance of the property, but shall not be personally liable for any default in payment of rent or any damage to the property, vacant or occupied, by any tenant or otherwise, whether or not a tenancy has been arranged by Rentex Ltd.
13. Rentex Ltd is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Rentex Ltd's negligence, including but not limited to injuries or damages caused by;
    1. Other agents, their associates, inspectors, appraisers, and contractors who are authorised to access the property;
    2. Acts of third parties (for example, vandalism, theft, or other criminal acts);
    3. leaking buildings or water pipes;
    4. A dangerous condition or environmental condition on the property; or
    5. The property's non-compliance with any law or ordinance.

14. Rentex ltd is not responsible or liable in any manner for;
    1. Any late fees or other charges owner incurs to any creditor caused by late or insufficient payments by any tenant in the property; or
    2. Damages to Owner by tenant's breach of agreement.
15. Owner confirms that the property has all necessary consents and agrees to protect, defend, indemnify, and hold Rentex ltd harmless from any damage, costs, solicitors fees and expenses that:
    1. Are caused by Owner, negligently or otherwise;
    2. Arise from Owners failure to disclose any material or relevant information about the property;
    3. Are caused by the owner giving incorrect information to any person; or
    4. Are related to the management of the property and are not caused by Rentex Ltd, negligently or otherwise.
16. Owner is responsible and liable for all contracts and obligations related to the Property (for example, maintenance, service, repair and utility agreements) entered into before or during this agreement by owner or by Rentex Ltd under Rentex Limited's authority under this agreement. Owner agrees to hold Rentex Ltd harmless from all claims related to any such contracts.
17. Rentex Ltd shall be entitled to review their fees for services by giving one months notice in writing.
18. The Owners are responsible for arranging and maintaining insurance cover on their properties. (Please ensure that you advise your insurance provider that the property is tenanted).
19. The owner is to arrange / not arrange Landlord Protection Insurance on the premises at the start of the tenancy …….. ..... (tick if) discussed with Landlord.
20. The owner undertakes to give written notice to Rentex Ltd of any intention to put the property on the market for sale.
21. The owner acknowledges that this authority is subject to the Real Estate Agents Act 1976, the Residential Tenancies Act 1986 and any other Act passed by Parliament affecting residential tenancies.
22. Either party may terminate this agency by giving to the other party one months notice in writing. Notice shall be sufficiently served by being delivered or being posted to the contact address for the owner referred to in this authority, and in respect of Rentex Ltd, to its registered office.
23. I/We as owners acknowledge and agree that if a dispute between the owner and the agent shall arise which affects or concerns the safety of the tenant or the tenancy 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 management agreement forthwith by the agent giving written notice to the owner in the terms of this paragraph.

Special Instructions/Information:

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Property Details (Please tick): House: …… Apartment: ……. Flat: ……. Unit: ……. Townhouse: ……

No. of Bedrooms: ……. No. of Bathrooms: ……. Levels: ……. Age of Carpet ……. (years)

No. of Carpark(s): …….. Alarm Code: ……

Keys supplied by Owner (photocopy) Front door……..Deadlock…….Back door……..……

Ranch slider……...Garage keys……..Garage Remotes: ……..Other (specify)…..……..

Property Description: ……...

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Pets Allowed (please circle): cats dogs none Smokers: Yes / No

Lawns to be looked after by (please circle) : Landlord Contractor (at landlords cost) Tenant

If there a chimney: Yes / No If so, when was it last swept? ……./……./……

Facilities: Gymnasium: …… Pool: …… Sauna: …… Spa: …… Satellite TV: ……

Owners Chattels:

- Refrigerator: Yes / No Brand: …….. Model: ……..
- Waste disposal: Yes / No Brand: …….. Model: ……..
- Dishwasher: Yes / No Brand: …….. Model: ……..
- Microwave: Yes / No Brand: …….. Model: ……..
- Range Hood: Yes / No Brand: …….. Model: ……..
- Wash Tub: Yes / No Brand: …….. Model: ……..
- Washing Machine: Yes / No Brand: …….. Model: ……..
- Dryer: Yes / No Brand: …….. Model: ……..
- Combo wash/dryer: Yes / No Brand: …….. Model: ……..
- Curtains: Yes / No #: …….. Description: ……..
- Blinds: Yes / No #: …….. Description: ……..
- Drapes: Yes / No #: …….. Description: ……..
- Swimming pool & equipment: Yes / No Details: ……..
- Spa Pool: Yes / No
- Sky TV: Yes / No
- TV Aerial: Yes / No

Other Chattels: ……..
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Fully Furnished - Landlord to compile furniture inventory list (please circle): Yes / No

How did you become aware of our service? (please tick):
Sign: ……. Internet: ……. Newspaper: ……. Daily List: ……. Referral from friend: …….
Other (please state): ……

Authority Signed by the above named Owner (s) or person fully authorized to act on behalf of the owners.

Signature: …..…… Date: ……

For properties owned by a registered company please complete by following:
I declare that I have the authority to sign this document on behalf of ……

……

Signature: ……...Director.

For and on behalf of Rentex Ltd ……... Date: ……

…….. City Council
……..
……..
……..

Attention: Rates/Water Rates Department
Fax: ……..

To whom it may concern:

Re: Rates/Water Rates

I/We _____hereby give Rentex Ltd at 112 Bush Road, Albany Auckland the authority to have the water rates sent to them, order special readings and discuss my/our property at: _____ on my behalf.

Signed by Owner(s) _____ _____

Date: _____