

**EXCLUSIVE MANAGEMENT AGENCY  
AGREEMENT RESIDENTIAL  
(SHORT VERSION)**

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 *Infinity Property Agents*  
1415072

Licensee's Licence No. 54 104 841 974

ABN/ACN *Infinity Property Agents*

GST Registered Yes  No

Trading as *Suite 38, 112-122 McEvoy St*  
*Alexandria NSW*

Address 96999179 0411 641 662  
96999793 Postcode *mk@infinityproperty.com.au*

Phone Work Home

Mobile Fax

Email *mk@infinityproperty.com.au*

Premises to be leased \*

Postcode

Being:  Furnished  Unfurnished Garage/Car Space included Yes  No

Applying for a court or tribunal order	<i>AT Cost</i>	\$ 32.00	<i>ON Applying</i>
Preparation of a tribunal case		\$ NIL	<i>NIL</i>
Calculation and collection of water and sewerage usage charges		% <i>NIL of cost</i>	<i>NIL</i>
Arrangement of refurbishment or improvements		\$ NIL	<i>NIL</i>
Processing insurance claims, including valuation for insurance purposes		\$ NIL per hour	<i>NIL</i>
Disaster/Emergency management fee		% <i>NIL of cost</i>	<i>NIL</i>
Other		\$ NIL	<i>NIL</i>

**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 *12 months* 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 *\$ 300.00* 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; *Provide a copy* Yes  No
  - (b) water, sewerage and drainage rates; *Provide a copy* 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
- Unless Requested*
- (h) any fee required to obtain a by-law or management statement Yes  No

**Inspection**

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

**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
<i>NIL</i>	\$ -
<i>NIL</i>	\$ -

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 \_\_\_\_/\_\_\_\_/\_\_\_\_

**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 *1/1* and may be terminated by either party giving not less than *60 Days* 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 *6/12 MONTHS* at a rent of *Market Rent* or as otherwise instructed by the Principal.

**Agent's Remuneration**

4. The Agent shall be entitled to the following fees: (GST incl.)
- (a) *ONE week Letting Fee + GST.* as a letting fee upon any letting of the premises by the Agent, the Principal or any other agent.
  - (b) *\$33.00* 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 *5.5* % of all monies collected on behalf of the landlord; and
    - (ii) an administration fee of *\$ 5.50* per *month (inc GST)*
    - (iii) other *NIL* \$ -

**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 \$ *NIL* 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)
- | Service                                | Fee           | When due and Payable |
|--|---------------|----------------------|
| Attendance at a tribunal/court         | \$55 per hour | <i>After Court</i>   |
| Arrangement of repairs and maintenance | <i>NIL</i>    | <i>NIL</i>           |
| Service of any notice                  | <i>NIL</i>    | <i>NIL</i>           |

# EXCLUSIVE MANAGEMENT AGENCY AGREEMENT RESIDENTIAL (SHORT VERSION)

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

## Further Terms and Conditions

16. Unless otherwise instructed, the Agent shall render a monthly statement accounting for monies received, expenses incurred and fees retained in respect of the letting and management of the premises and the balance shall be remitted to the Principal. If at any time amounts payable exceed the balance of the account, the Principal agrees to pay the excess amount to the Agent upon demand.
17. The Principal undertakes to indemnify and keep indemnified the Agent against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Agent in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of the Agent.
18. The Agent shall be entitled to be reimbursed for taxes or deductions debited by banks or other financial institutions against the Agent's account and attributable to the affairs of the Principal.
19. The Agent is authorised to deduct their entitlement to all the abovementioned fees, charges and expenses from any monies received for or on behalf of the Principal at the time they account to the Principal for such monies.
20. Any amounts referred to in this agreement which are payable by the Principal to the Agent in respect of services provided by the Agent under this agreement, including reimbursement of expenses, are expressed inclusive of the Goods and Services Tax ("GST"), at the rate of 10% (the current rate). In the event of the current rate being increased or decreased by legislation, the parties agree that any amounts referred to in this agreement will be varied accordingly.
21. The fees and expenses cannot be varied except as agreed by the Principal in writing.
22. The Agent and the Principal hereby agree to such other special conditions as are annexed to this agreement and signed by both parties.

## Financial and Investment Advice

23. **WARNING:** Any financial or investment advice provided by the Agent to the Principal is of a general nature only whose preparation does not take into account the individual circumstances, objectives, financial situation or needs of the Principal. The Principal is advised to consult with their own financial and/or investment advisor.

## Acknowledgements

24. The Principal acknowledges being served with a copy of this agreement.

## Disclosure of information to tenants.

25. The Residential Tenancies Act requires that certain information be disclosed to the tenant before the tenant enters into a residential tenancy agreement. Please answer the following:

- Has the landlord prepared a contract for sale of the residential premises? Yes  No
- Is there any proposal to sell the residential premises? Yes  No
- Has a mortgagee commenced proceedings in a court to enforce a mortgage over the premises? Yes  No 
  - If yes, is a mortgagee taking action for possession of the premises? Yes  No

## Material Fact

26. i A landlord or landlord's agent must not induce a tenant to enter into a residential tenancy agreement by any statement, representation or promise that the landlord or agent knows to be false, misleading or deceptive or by knowingly concealing a material fact of a kind prescribed by the Residential Tenancies Regulations. Please answer the following:
  - a. Have the premises been subject to flooding or bush fire in the preceding 5 years? Yes  No   
 Details
  - b. Are the premises subject to significant health or safety risks that are not apparent to a reasonable person on inspection of the premises? Yes  No   
 Details
  - c. Have the premises been the scene of a serious violent crime within the preceding 5 years? Yes  No   
 Details
  - d. Will council waste services be provided to the tenant on a different basis than is generally applicable to premises within the area of the council? Yes  No   
 Details
  - e. Because of the zoning of the land, or other laws applying to development on the land, will the tenant not be able to obtain a residential parking permit (in an area where only paid parking is provided)? Yes  No   
 Details
  - f. Is there driveway or walkway on the premises which other persons are legally entitled to share with the tenant? Yes  No   
 Details
- ii The Principal warrants that the Principal has supplied the Agent in writing with all the relevant details and information pertaining to all the material facts in respect of the Premises.
- iii The Principal acknowledges that the Property, Stock and Business Agent Act 2002 and Residential Tenancies Act 2010 require the Agent to disclose all material facts to prospective tenants.
- iv The Principal directs the Agent to disclose all of the material facts provided in writing by the Principal to the Agent to all prospective tenants of the Premises.
- v In this clause "material fact" has the same meaning as it has in Section 52 of the Property, Stock and Business Agents Act 2002 and Section 26 of the Residential Tenancies Act 2010.

## Privacy Policy

27. The Agent uses personal information collected from or about the Principal to act as the Principal's Agent and to perform their 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 advisors, media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners' corporations, valuers, government and statutory bodies, and to third parties as required by law. The Agent will only disclose information to other parties as required to perform their duties under this agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988. If the Principal would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this agreement. The Principal can also correct this information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected. If the information is not provided, the Agent may not be able to act on the Principal's behalf effectively or at all.

## Premises Fit for Residence

28. The Principal warrants that there is no legal impediment to occupation of the Premises as a residence at the time of entering this agreement and will notify the Agent immediately if any legal impediment to the occupation of the Premises arises during the term of this agreement.

## Smoke Alarms

29. Without limiting the generality of clause 28, the Principal warrants that the Premises comply with the Environmental Planning and Assessment Amendment (Smoke Alarms) Regulation 2006.

## Water Efficiency Measures

30. Do the premises contain the water efficiency measures prescribed by the Residential Tenancies Act? Yes  No  Don't know

**Note:** If the prescribed measures are not installed, the landlord may be prevented from recovering water usage charges from the tenant.

Signature of Principal(s)

Date  /  /

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Date:

To:

Phone:

Fax:

Dear

**RE: TERMINATION OF MANAGING AGENCY AGREEMENT  
PREMISES:**

We refer to the above mentioned property address.

We wish to terminate the current management agency agreement in respect to this property as at the date of this letter.

As you require thirty (30) days notice, the termination date will take effect on

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Kindly arrange for the keys and documentation to be ready for Infinity Property Agents to collect from your office on the above date.

We thank you for all your previous assistance and co operation.

Yours Sincerely