



KIMPTON
PROPERTY MANAGEMENT

Management Authorisation

Fee Schedule & Terms of Management

Management Fees

All costs shown are excluding GST and are per property/service. If there are 2 costs shown (e.g capped fees), only the lowest amount applies.

On all rent collected

1 Property	6.50% or \$37/week
2 Properties	6.00% or \$34/week
3+ Properties	6.00% or \$30/week
Routine Inspections (three monthly)	Included
Maintenance Coordination	Included

Letting and Advertising (New Tenancy)

Standard Advertising on Trademe	Included
Premium Listing on Trademe (optional)	\$165
Letting Fee	\$389
Entry/Exit Inspections	Included

Tenancy Tribunal

Application to Tenancy Tribunal (per application)	\$30 (Incl. GST)
Representation at tribunal	\$55/hr

Fee Changes

The Agent may, at the Agents sole discretion, change or increase any and all current or future charges herein by giving the **Owner(s) 60 days notice in writing** to the **Owner(s)** address for service & / or email.

Terms & Conditions

Advertising Costs

If the Agent completes the process of advertising, reviewing applications & references and has otherwise facilitated the introduction of a suitable tenant, then the Owner(s) withdraws the property before the Tenant has signed a written Tenancy Agreement with the Agent, then the Owner(s) shall be liable to pay the Agent a letting fee and advertising costs incurred equivalent to the amount lost by reason of the Owner's withdrawal of the property from the market.

Inspections

The agent agrees to complete a property inspection report at the beginning and end of each new tenancy.

To inspect the property at least every 3 months and to make a written report of the inspection, provided to the owner at no extra cost.

Bond

To collect a Bond equivalent to 4 weeks rent and to pay the same to Tenancy Bond Services - Ministry of Business Innovation and Employment within 23 working days of receipt and to refund to the Tenant at the end of the tenancy any part of the bond as is in your judgement as appropriate.

Rent

To collect rental payments as and when they fall due and to pay the owner(s) the full amount less any deductions and charges authorised in accordance with this Property Management Authority to the nominated bank account.

Provide an emailed statement to the Owner(s) at the end of each calendar month detailing all transactions during that month including rents collected and any costs or charges deducted from that amount.

To review the rent on an annual basis and to recommend the appropriate market rent.

To take all reasonable steps to compel payment of outstanding rent and to enforce other terms and conditions of the tenancy agreement.

Where costs of maintenance, damage or rent arrears occur at the end of the tenancy, all costs will be invoiced to the Owner(s), with payment due within 7 days of the

invoice before recovery action is taken. The Owner(s) shall be liable for all amounts outstanding to the Agent at the end of the tenancy including all costs associated with recovery of debts.

Mediation and Tenancy Tribunal Hearings

To take any action and/or commence any application to the Tenancy Tribunal and in your sole judgement to resolve any dispute with the Tenant by negotiation or by attending mediation or the Tenancy Tribunal, As Owner(s) I/we acknowledge that I/we are bound by mediated orders and Tenancy Tribunal decisions facilitated by the Agent on my/our behalf.

On making an application to the Department of Building and Housing for Mediation or Tenancy Tribunal the application fee shall be deducted from my/our property owner account.

Previous Debt

Kimpton Property Management Ltd does not accept liability for debt incurred by current or previous Tenant(s) that were managed prior to the commencement of this Agreement.

Kimpton Property Management can assist new landlords with arrears collection that occurred prior to this agreement but makes no guarantee of success.

If Kimpton Property Management successfully recovers debt that occurs prior to this agreement there is a commission of 6.50% uncapped on all amounts recovered owed to the agent, this is in addition to their weekly management fee.

Enforcement

The Owner(s) agrees that the Agent will not enforce any money order made by the Tenancy Tribunal. Any enforcement of any money order shall be the responsibility of the landlords.

Professional Cleaning

While tenants are expected to leave the property in a *reasonable* condition, when a property has been vacant, it may require a clean before the next

tenancy commences. The Owner(s) agrees to pay for professional cleaners at the end of each tenancy if required.

The Owner(s) acknowledge that if the property is vacant for any period of time, the Owner(s) agree to pay for lawns and gardens to be done to the reasonable standards set out by The Residential Tenancies Act 1986 before the next tenancy commences.

TV Aerial/Dish

The Owner(s) does not have to supply a TV Aerial/Dish. At the request from a tenant for a minor change the owner will not unreasonably withhold permission from arranging a professional installer to erect and/or remove their own aerial/dish at commencement/expiry of tenancy at the Tenants expense.

Power Connection/Gas Bottles

Power companies may disconnect power at a vacant property once it has been vacant. The Owner(s) is liable for reconnection costs.

If there is gas equipment at the premises, the Owner(s) is to supply the property gas bottles by rental through a gas supplier and pay for the annual rental fee.

It is the Tenants responsibility to pay for the fill & refill of gas at the premises.

Where heat pumps and/or burners are present in the property, the Agent recommends that the heat pumps and or burner are serviced annually at the Owner's cost to ensure economic efficiency and heat production.

While Tenants are encouraged to check and clean the filters regularly, it is not considered a Tenant's responsibility.

Smoke Alarms

Property Owners are legally required to have at least one smoke alarm 3 meters from each bedroom. This may require more than one to be installed.

All new smoke alarms installed must be photoelectric and have a battery life of at least 8 years or be hard wired. If smoke alarms are damaged/expired the replacement will be at the Owner(s) cost.

The Agent will not be responsible for any damage or loss that may occur due to non-operational smoke alarms.

Broken windows

Owners are required to repair any windows that are broken unless they have proof that the damage was caused intentionally by the Tenant, then the Tenant may become liable.

Repairs and Maintenance

To effect repairs to the rented property as and when these become necessary and manage any contractors involved in accordance with the instructions below:

- Repairs ordered by the Tenancy Tribunal shall not require my approval.
- Repairs in any emergency situation or to protect the property or to protect the health and safety of the Tenant shall not require my approval.
- If the quote or estimate of cost exceeds the monthly credit balance, then the Owner(s) agrees to lodge sufficient funds to the Agents' account before the work is undertaken.

The Owner(s) acknowledge that where any work done or caused or permitted to be done on the property, a permit, resource consent or building consent required by law was obtained. The works were completed in compliance with those permits or consents. Where appropriate, a code of compliance certificate was issued for those works and under the building Act, any building on the property that requires a compliance schedule has been Issued by a territorial authority.

The Owner(s) understand that a Tenant can make an application to the tenancy tribunal for renting any non-complying dwelling to them.

If the Owner(s) provide any chattels for tenancies the Owner(s) understand that they are responsible for the maintenance and if necessary, replacement of those chattels throughout the tenancy.

If a tenant or their guests damage a rental property as a result of careless behaviour, the tenant(s) is only liable for the cost of the damage up to four

weeks' rent or the insurance excess (if applicable), whichever is lower.

The tenant(s) will be liable for the full cost of damage that they or their guests cause intentionally or that results from an act or omission that constitutes an imprisonable offence.

Meth Testing

It is recommended to have testing carried out before and after a tenant moves in/out.

There is a cost to have this completed and a company would be employed to carry this out. Property Managers will not be carrying out any testing on your behalf.

The Owner(s) are aware that if the rented property is contaminated with high levels of Methamphetamine I/We can be sued by the Tenants and may have my/our management terminated.

It is my/our responsibility to provide a safe and healthy property to Tenants.

If the Agent facilitates testing, reporting, decontamination, demolition or remedial work and retesting (where appropriate, due to contamination caused by methamphetamine then the Owners) agrees to pay all costs incurred in completing the work. There may also, in some circumstances, be a required management fee to be paid to the Agent.

Project Management

If the Agent facilitates extensive renovations or testing, reporting, decontamination, demolition and remedial work due to contamination caused by methamphetamine and/or asbestos and/or weather-tightness issues, then the Owner(s) agrees to pay all costs incurred in completing the work as well as to pay the agreed management fee of 6.5% uncapped on all works facilitated by the agent to the Agent.

Health and Safety

The parties agree that only licensed contractors will be used for work that is to be done at the property.

For jobs that do not require a licensed contractor, the appropriate tradesperson will be used.

I/we as a Property owner confirm that I am a PCBU Landlord and I acknowledge that I am responsible under HASAW 2015 jointly with my Agent/Property Management Company/PCBU.

I/We acknowledge that although my Agent will take all reasonable steps to contact me regarding repairs, if it is a Health and Safety matter my Agent has a duty to get the matter resolved regardless of whether I have given my permission to have the matter resolved. I agree to pay for all repairs.

Monthly Accounting

To deduct from any monies held to my/our credit, your property charges and reimbursement for monies spent on my/our account and send me/us the balance of any monies held by you to credit my/our bank account, together with a financial statement, at the end of each month.

Collection costs

If at the end of the tenancy, there is debt owed by the Owner(s) to the Agent the debt is to be paid within 7 days.

The Owner(s) agrees that the Owner(s) will be liable and pay for all costs of recovery of the debt, which shall be collected by a debt collection agency.

Costs payable by the Owner(s) shall include, legal fees, debt collection, commissions, fees and disbursements, and/or court filing fees and disbursements.

Exclusivity

The Owner(s) agrees that this Management Agreement is exclusive to the Agent appointed herein.

By entering this Management Agreement, the Owner(s) agrees that the Owner(s) will not compete with the Agent either personally or by appointing another Agent to manage the property while it is managed by Kimpton Property Management.

Should the Owner breach this provision then the Owner(s) agrees to pay the Agent appointed herein, commission at the agreed rate for the balance of the notice period of 21 days (or remainder of fixed term if the agreement was formed during a promotion).

Sale of A Property Management Portfolio

The Owner(s) agrees that the Agent may sell the business portfolio comprising the managed property and other properties without requiring the Owner's consent before the sale.

The Agent agrees that they will advise the Owner's of the new manager's details within 30 days after settlement of the sale.

Liability

I/We acknowledge that; By entering this Management Agreement the Agent does not accept liability for damage done to the property by the Tenant or any other person nor does the Agent accept liability for the Tenants failure to carry out any term of the Tenancy Agreement.

The Agent does not accept liability for any damage done by any contractor.

The Agent shall not be liable for any default in payment of rent or any damage to the Property or any chattels set out in the Schedule, vacant or occupied, by any Tenant or otherwise, whether or not a tenancy has been arranged by the Agent.

Indemnity/Insurance

I/We indemnify the Agent against all actions/claims/costs and expenses, which may be taken or made against the Agent in the course of and arising out of the performance of the Agents duties or the exercise of any powers, duties or authorities contained in this Management Agreement, including where such loss by the Agent is due to any action or inaction of the Owner(s) and which limits or otherwise affects the ability of the Agent to carry out its duties.

The Owner(s) agrees to compensate the Agent for any costs incurred arising from the Owner breaching the Act.

The Owner(s) must update the Agent every year by email, when the policy is renewed by sending a copy of the schedule showing the new expiry date. In the event that the Property is damaged, the following shall apply:

- The Owner(s) will be responsible for liaising with their own insurance company and any other relevant authorities in relation to any damage and claims with respect to the Property.
- In the event that the Owner(s) is unable to liaise with their insurer and/or authorities, the Owner(s) may authorise the Agent to do so on their behalf in accordance with the Owner's written instructions. The Owner(s) will be liable to pay for this additional service at a rate of \$50 + GST per hour. The Agent shall not be liable in respect of any repairs carried out.

- In the event that urgent action is required, and the Agent is not able to contact the owner(s), having made all reasonable attempts to do so, the Agent will act on the Owner's behalf and the Owner will be invoiced to pay for this additional service at a rate of \$50 +GST per hour.
- In the event that the Property becomes partially or totally uninhabitable, the Owner(s) shall continue to be liable to pay all expenses and charges due and owing to the Agent under the Property Management Authority.

Rent

If I/We instruct the Tenants to pay the rent otherwise than to the Agent, then the Agent may elect at their sole discretion to treat the Management Agreement as at an end and to give notice immediately confirming that decision.

Sale of the property

If I/We place the rented property on the market for sale without first advising the Agent, the Agent may elect at their discretion to treat the Management Agreement as at an end and to give notice immediately confirming that decision.

I/We agree that I/we will not sell the rented property without first advising the Agent in writing. I/We agree that if I/we do sell the property without notification and cause any loss to the Agent, I/we agree to indemnify the Agent for any and all costs and losses.

Renewals

I/We authorise the Agent to renew any fixed term or periodic tenancy without our written instructions provided the Agent has taken all reasonable steps to contact us and has been unable to obtain our written Instructions within any reasonable timeframe. All terms and conditions herein shall transfer to any renewal agreement.

Notice to Terminate Management Agreement

The owner agrees to provide the agent a minimum of 21 days' notice to terminate this management agreement. If the property is tenanted or a new tenancy agreement has recently been signed, facilitated by the agent and regardless of whether the tenants have moved in, 21 days' worth of management fees will be payable by the Owner(s) to the agent.

If the property is vacant (meaning no tenant is living at the property & no new tenancy agreement has been signed), no management fee will be required.

This clause is overridden in promotions where a set management period is agreed upon to redeem a promotional offer. In such cases, our 21 day notice to terminate clause is invalid and the owner is bound to their agreed management term or the equivalent amount in compensation.

Immediate Termination

If a dispute between the Owner(s) and the Agent shall arise, 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.

However, if in the opinion of the Agent, there are any issues rendering the property unsafe or unsuitable for occupancy and the Owner(s) will not or cannot authorise appropriate and urgent remedial work to be undertaken, then the Agent shall be entitled to cancel this authority with immediate effect.

In the event that this agreement shall be terminated for any reason, the owner(s) Will Immediately pay any outstanding accounts for over payment of rent Tenant i.e. Tenant refunds, maintenance or repairs as instructed by the Agent.

Notices

If the Agent shall receive a 14-day notice sent by the Tenant, then the Agent shall have full power and authority to remedy the complaint contained in the 14-day notice, whether or not I/we concur with the Agent.

If the Owner(s) shall give the Agent instructions that conflict with the Agents proposed remedy of the 14-day notice, then the Agent may at the Agent's sole discretion treat such conflicting instructions as grounds to terminate the Management Agreement.

Body Corporate

I/We agree that as proprietors of a body corporate unit, to advise the Agent immediately of any change to body corporate rules and to provide the Agent with a copy of the body corporate resolution changing the rules, where such changed rules affect the Tenants obligations.

Consent

We as part Owner agree and warrant that I/we have the consent of the other Owners to enter into this Management Agreement.

Relevant Legislation

I/We acknowledge that I/we are required to adhere to all relevant legislation and compliance in relation to the management of the rental dwelling and this compliance could include paying the costs and expenses to become compliant.

I/We agree that the Agent may take all reasonable steps to do all things necessary using their best judgement (subject to my/our approval as to funding) to ensure that the property is compliant.

The Owner Undertakes and Warrants the Following:

- The Owner(s) warrants that the Property has all relevant consents and certificates and complies with all relevant council requirements as to building(s), Including town planning requirements, health and safety requirements and fencing of swimming pool requirements where applicable.
- That to the Owner's knowledge, the property is not and has not been contaminated by Methamphetamine or any other unlawful drugs or noxious chemicals or substances that make the property uninhabitable.
- The Owner(s) warrants that the property is free of hazards that would otherwise cause a health and safety issue to the Agent during inspections or any Tenants that reside in the property. In the event that the Owner becomes aware of any health and safety issues or non-compliance with Council requirements or other authorities, the Owner(s) will immediately notify the Agent.

- The Owner(s) will comply with all the provisions of the Act as advised by the Agent.
- The Agent shall not be liable for any damage to the Property arising out of the condition of the Property or any hazard in or around the Property.

Natural Disaster or Act of God

Where the above has occurred, the following special conditions shall apply:

- The Owner(s) shall make their own insurance claims with the appropriate parties.
- The Owner(s) will deal with and accompany to the property any person(s) who need to inspect the property to ascertain the damage caused by the natural disaster.
- Kimpton Property Management Ltd shall be available where necessary to carry out for "absentee Owner(s)" or Owner's who authorise the agent to represent them at their inspection, and a charge will be made for providing this service at market rates. This will only be carried out where permission in writing has been given by the owner(s).
- Where necessary, the agent will provide services to the Owner(s), where Kimpton Property Management Ltd perceives it to be necessary and a charge will be made by providing this service. This will only be carried out where permission in writing has been given by the Owner(s).

- Where the property becomes uninhabitable and insurance is being paid for loss of rent then this Insurance money must be paid to Kimpton Property Management Ltd directly who will then pay out the Owner(s) on the due dates with our standard commission charges applied.
- If the insurance money is not paid to the agent, then the commission will become a liability to the Owner(s) and Kimpton Property Management Ltd will be invoicing the Owner(s) for payment.

Healthy Homes Statement Of Intent

As owner(s) of the managed properties herein, I/We acknowledge we have legal obligations under the Healthy Homes Guarantee Act 2017.

I/We authorise our Agent/Property Manager to make the required statement of intent on our behalf in any tenancy agreement our Agent prepares and signs on our behalf.

I/We confirm that the details supplied are correct and I/we acknowledge that I/we have read and understood this Management Agreement and that I/we have been supplied with a signed copy.

If there is a change in the Ownership structure, the Property Management company must be notified (trust and trustees included).

If the property does not have a Healthy Homes assessment, then Kimpton Property Management will have permission to obtain one on your behalf for an additional fee.



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