

# RAMADA<sup>®</sup>

## BY WYNDHAM

### PROPERTY MANAGEMENT AGREEMENT

#### APPOINTMENT

The owner hereby agrees to appoint Marsden Manukau Ltd (Ramada Manukau) (MM) (the "Agent") to manage the property

---

#### TERMS AND CONDITIONS

The Agent shall: -

1. Arrange tenants for the property or manage existing tenants as necessary.
2. Collect and lodge bond accordingly. Initiate the refund of bond money to the tenant by the Tenancy Bond Division upon satisfactory completion of the tenancy. Where necessary to lodge claims against bond money under the rules set out in the Residential Tenancies Act 1986.
3. Collect all rents as they fall due. Issue a rental statement for money collected.
4. Exercise the landlord's right to terminate tenancies. Serve notice upon the tenants. Take such action against the tenants and do all such things necessary to commence and obtain an order for possession or an order to terminate the Tenancy from the Tribunal and any appeal arising.
5. Remit rental payments to you 5-8 working days after the last day of the month, and will send you a statement as soon as possible after this date.
6. Carry out inspections at the end of each tenancy or otherwise at 3 month intervals, for a fee of \$25+GST per inspection.
7. Effect minor repairs and invoice the owner. Maintain the property including chattels in good working order. Except in the case of emergency, the Owners approval will be sought for any one repair in excess of \$400.
8. To advertise (Owner cost) the rental of the premises and to display "To Let" signs where necessary to attract potential tenants.
9. Be entitled to deduct charges and commissions as

detailed below to the Owners account.

**9 a.** Charge the owner commission of 8% plus GST on rents collected in respect of any tenancy covered by the management.

**9 b.** Charge commissions of 10% plus GST on the total account for repair work, urgent maintenance, Body Corporate, insurance payments which MM organises. Items covered by warranties will be exempt.

Please note that all water accounts if any must be sent care of Marsden Manukau Ltd and MM will collect the tenant's portion, if applicable. I require you to exercise reasonable care in the management of my property but I acknowledge that you do not guarantee the rent or the condition of the property. I shall at all times, indemnify and hold indemnified MM, from and against all actions, proceedings, claims, demands or prosecutions which may be brought or commenced or prosecuted against it. And also against all costs and expenses which may reasonably be incurred by MM in defending the same, and also against any monies which MM may pay in settlement of any such claim arising out of management of the property other than by MM negligence or fraudulent act. If a dispute arises between owner(s)/ MM affecting the health and safety of the tenant, this agreement will terminate immediately, unless we obtain instructions from the owner to enable us to remedy health and safety issues at the property.

The parties acknowledge that should the Manager assign its interests in this letting service agreement to

a third party then this letting service is automatically assigned to that third party.

Where the property is unit titled, I appoint MM my proxy to attend and vote at all meetings of the Body Corporate if I am unable to attend.

Both MM and the Owner acknowledges that this authority and any tenancy arranged on the property is subject to the Residential Tenancies Act 1986 and any other Act passed by Parliament affecting residential tenancies.

To cancel this authority the Owner(s) must give MM 90 days notice in writing, and shall be sufficiently served by being delivered or being posted to the address in this authority.

Dated this ..... day of .  
.....

..... Signed by  
the Owner/or person duly authorised to act on behalf of  
the Owner

.....  
Signed by Marsden Manukau Limited

**Property Details**

Full Property Address:

Description: Apartment / Townhouse / House / Flat

Chattels Provided:

.....  
.....  
.....

Car Parking details: ..... Smokers allowed: .....

Maximum No. of residents: ..... Pets allowed: .....

Notes / Comments : .....

.....

**Owners Details**

Name : .....

Home Address: .....

Postal Address: .....

Home Tel: ..... Mobile: .....

Home Fax: ..... Business Tel: .....

Bank Name: ..... Branch: .....

A/C Name: ..... A/C No. ....

Email address: .....

Contact person/s in owners absence: .....