



Mark Griffin T/A Griffin Residential  
 22 Greenhill Road Wayville SA 5034  
 Tel: 0405 777 700 Agent No: 300667  
 Email: mark@griffinresidential.com.au



Member of SAA

SAPM002 © Lawsoft Pty Ltd

# PROPERTY MANAGEMENT AGREEMENT

## RESIDENTIAL PROPERTY

### LANDLORD 1

Name				
Address				
Phone	Mobile	Fax	ABN	
Email				

### LANDLORD 2

Name				
Address				
Phone	Mobile	Fax	ABN	
Email				

### AGENT (the Manager)

Name	Mark Griffin trading as Griffin Residential			
Address	22 Greenhill Road Wayville SA 5034			
Phone	0405 777 700	Mobile	Fax	ABN 19670767013
Email	mark@griffinresidential.com.au			

### PROPERTY

Address		_____	
Council Area		_____	
Strata /Community Title	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Manager	_____		
Address	_____		
Phone	_____	Email	_____
Special or other matters relating to the Property (and refer to Annexures as may be attached)			
_____			
_____			

### APPOINTMENT OF MANAGER

<input type="checkbox"/> To Manage the Property and in each case as sole Manager or letting agent and
<input type="checkbox"/> To Let the Property as required
<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 <input type="checkbox"/> Existing Tenancy
Other details:
_____
_____

**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 (\*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): \_\_\_\_\_

**Extension of Property Management Agreement to Tenancy Agreements**

On any letting or re-letting of the Property or any renewal or extension of a tenancy agreement then this Agreement is extended for the same period. Any earlier agreed term of this Agreement, if less than the tenancy term, is extended accordingly.

**PROFESSIONAL FEES PAYABLE**

**Management Fee**

\_\_\_\_\_

**Schedule of Fees**

**Letting fee** \_\_\_\_\_

**Inspections ingoing/outgoing** \_\_\_\_\_

**Rent review** \_\_\_\_\_

**Furniture/equipment inventory** \_\_\_\_\_

**Routine inspections** \_\_\_\_\_

**Attending to insurance claims** \_\_\_\_\_

**Tribunal hearings** \_\_\_\_\_

**Legal fees for debt recovery** \_\_\_\_\_

**Document preparation** \_\_\_\_\_

**Statements and Annual Reports** \_\_\_\_\_

**Oversee Refurbishment** \_\_\_\_\_

**Maintenance Attendances** \_\_\_\_\_

**Renewal of Tenancy** \_\_\_\_\_

**Monthly Statements / Reports** \_\_\_\_\_

**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 (detail) \_\_\_\_\_

**Signage**  No  Yes (detail) \_\_\_\_\_

**Internet**  No  Yes (detail) \_\_\_\_\_

**Other**  No  Yes (detail) \_\_\_\_\_

**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>Strata / Community Levies</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes		_____
<b>Gardening</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes	<b>Pool Maintenance</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes
<b>Insurances</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes		
<b>Building Insurance</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes		
<b>Landlord Insurance</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes		
<b>Other</b>	_____		

Please note water charges cannot be passed onto tenants 3 months after the date of issue. Where the Landlord elects to receive the original invoice from SA Water, the Landlord must provide a copy of the invoice to the Manager within 14 days to allow sufficient time for processing.

**INSURANCE – LANDLORD TO PLACE**

**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.

**The Landlord authorises the Agent to arrange cover**  Yes

**Insurance Broker nominated** \_\_\_\_\_

**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>Landlord Insurance</b>	_____	_____	_____

Landlord to email policies to the Agent

**LANDLORD PAYMENT DETAILS**

<b>Money to be paid to the Landlord</b>		<input type="checkbox"/> Monthly	<input type="checkbox"/> Other _____
<b>Landlord 1</b>			
<input type="checkbox"/> Direct to Bank	Bank _____	Account Name: _____	
	BSB _____	Account No: _____	
<input type="checkbox"/> To Landlord by cheque made payable to _____			
<b>Landlord 2</b>			
<input type="checkbox"/> Direct to Bank	Bank _____	Account Name: _____	
	BSB _____	Account No: _____	
<input type="checkbox"/> To Landlord by cheque made payable to _____			

**WATER CONSUMPTION**

<b>Water charges assessed by Water Corporation</b>	
Landlord must supply all water charges promptly to the Agent or they may not be recoverable	
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"/> None;
<input type="checkbox"/> All water usage over & above     kL     annual allowances;	<input type="checkbox"/> Other: _____
<small>* 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</small>	
_____	

**AUTHORITY OF THE MANAGER**

<b>Authority to instruct repairs and maintenance</b>	
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	<u>          \$500.00          </u>
<b>Authority to draw and disburse fees and charges</b>	
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**

<b>Keys &amp; Controllers</b>	
<input type="checkbox"/> House keys (3 sets)	If only 1 set is supplied the Manager will arrange an additional set and charge the cost
<input type="checkbox"/> Remote Controls	Detail remotes _____
<b>Codes</b>	
Security Code	_____
Security Provider	_____
<input type="checkbox"/> Manual	Details _____

**LANDLORD’S POLICY ON PETS**

<input type="checkbox"/> Not Allowed	<input type="checkbox"/> Yes Allowed	<input type="checkbox"/> Pets Negotiable
Exceptions: _____		

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


**APPRAISAL OF WEEKLY RENTAL RANGE**

Rental range as recommended by the Manager at the time of listing: \_\_\_\_\_ to \_\_\_\_\_ per week.  
 Initial marketing range from \_\_\_\_\_ to \_\_\_\_\_ per week  
 to revert to the Manager’s recommended range if not let within 14 days

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

\_\_\_\_\_

\_\_\_\_\_

**LANDLORD SALE INTENTIONS**

No       Yes  
 The Landlord has a present intention to sell the Property during the first tenancy. If Yes, give details:  
 \_\_\_\_\_

**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 / Work phone	_____	_____
Mobile	_____	_____
Email	_____	_____

**PREVIOUS AGENCY**

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

**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       No       Yes      Maintenance       No       Yes  
 Insurance       No       Yes      Other       No       Yes (detail below)

**Commissions and Rebates as detailed below**

\_\_\_\_\_

\_\_\_\_\_

**PROPERTY DESCRIPTION & DETAILS**

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

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

**Bathrooms No.** \_\_\_\_\_

**Garage / Carport**  No  Yes

**Hot Water – Gas / Electric**  No  Yes

**Cooling – R/C / Refrigerated / Evaporative**  No  Yes

**Heating - Gas / Electric / Other**  No  Yes

**Other features:**(detail below)

\_\_\_\_\_

\_\_\_\_\_

**APPOINTMENT AND DUTIES OF THE MANAGER**

The Landlord appoints the Manager as the exclusive 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 (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 Review**

The Manager may increase fees and charges annually. The Manager will give notice to the Landlord in writing of not less than one (1) month then the 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. In the event the Landlord does not agree once the increase is implemented and notified (if not agreed) then the Landlord may give notice of intention to terminate the Management Agreement on not less than two (2) clear months prior written notice and the Manager may withdraw the increase within that 2 month period or the Management Agreement terminates.

**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.

**Trust Authority and Moneys Due**

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 5% per annum. The Manager is also granted and entitled to a charge and security interest and lien over any moneys held for the Landlord and subject to the Act is entitled to caveat any real property owned by the Landlord for any unpaid moneys due under the charge.

**TERMINATION****INITIAL SOLE MANAGEMENT PERIOD**

If the Landlord terminates this Agreement relating to the management of any property or properties in the initial term it is agreed that the Manager is entitled to a maximum Termination Fee of 12 months management fees or the balance of the existing term if less than 12 months. The parties agree that this is a reasonable estimation of loss to the Manager for the loss of management rights.

**During Initial Management Term:** If the Landlord terminates this Agreement and withdraws the Property from letting during the Initial Management Term, termination fees as detailed above apply. The Termination calculation is based on the rental most recently advertised.

**ONGOING SOLE AGENCY AFTER INITIAL TERM**

If the Landlord seeks to terminate this Agreement after the Initial Management Term in the ongoing Management period, three (3) months notice is required or three (3) months management fees are payable. The parties agree that this is a reasonable estimation of loss to the Manager for the loss of management rights.

**During Letting in Ongoing Sole Agency.** If the Landlord terminates this Agreement and withdraws the Property from letting during the Ongoing Sole Agency Period, then the termination provisions and fees are as detailed above namely three (3) months prior notice or three (3) management fees are payable. The Termination calculation is based on the rental most recently advertised.

**WHERE LANDLORD REQUIRES THE PROPERTY TO LIVE IN**

Should the Landlord be moving back into the Property after the expiry of the tenancy, this Agreement will terminate at the end of the current tenancy subject to Landlord confirmation. No Termination fee will apply but all fees and charges then outstanding are due and payable by the Landlord to the Manager.

**SALE & SETTLEMENT OF THE PROPERTY**

This Agreement will terminate upon settlement of any of sale of the Property and no Termination fees apply 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.

**TERMINATION BY MANAGER**

The Manager may terminate this Agreement at any time without cause but is not entitled to a termination fee. All fees and charges then outstanding are due and payable by the Landlord to the Manager.

**ASSIGNMENT ON SALE OF BUSINESS**

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) to the Agent.

**SPECIAL CONDITIONS** (if any)

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

---



---



---



---



---



---



---



---

**CONSENTS and ACKNOWLEDGEMENT OF ELECTRONIC COMMUNICATION**

The parties each acknowledge and consent to either of them or their attorneys and representatives signing this agreement and any notices by electronic and/or digital signatures under the *Electronic Transactions Act (Cth)* and *Electronic Communications Act (SA)* and delivering this Agreement and any notices by email. The Landlord consents to the email address supplied in this Agreement, or any other email address supplied by the Landlord, to be used by the Agent for the purpose of communication with the Landlord.

**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 CEO or a director for the time being of the Society of Auctioneers 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 Manager uses personal information collected from you to act as your Manager and to perform its obligations under this agreement. The Manager may also use such information collected to promote the services of the Manager and/or seek potential clients. The Manager may disclose information to other parties including media organisations on the internet, to potential tenants, or to clients of the Manager 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 Manager 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 Manager 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  <b>Signed by or on behalf of the Landlord 1*</b>	Dated  <b>Signed by or on behalf of the Manager</b>
---	---

Dated  <b>Signed by or on behalf of the Landlord 2</b>	<b>OFFICE USE ONLY</b>  Copy of Agreement provided to Owner  <b>Initialled - Property Manager</b>  Dated
--	--

\* Where only one (1) Landlord signs and there are more than one, that Landlord warrants that they are authorised to sign for all