

Property Management Authority

Owners Details

Name: _____

Business: _____ Home: _____ Mobile: _____

PO Box: _____ Email: _____

Contact Address: _____

The Property: _____

Alternative Contact (in case of emergency): _____

Bank account name: _____

Bank account number: _____

I/We appoint Hatch Property Management (hereinafter referred to as 'Hatch') to manage 'The Property' and authorise Hatch:

1. Management

- a) To let the property when required and to prepare and sign Tenancy Agreements on our behalf.
- b) To review rent on a regular basis so that the property remains reasonably tenanted and reasonably reflects the current market level of rents for such properties.
- c) To collect a bond to be paid to Tenancy Services on our behalf and when the tenancy is terminated. I/We authorise Hatch, after Hatch inspect the property, to approve the refund to the tenant on our account of all or part of this bond as Hatch, in your judgement, decide is fair and reasonable.
- d) To collect rent from the tenant by automatic bank payment or any other method.
- e) To pay all the expenses itemised in the authority provided Hatch hold sufficient funds to my/our credit.
- f) To file applications and to attend Mediation and Hearings at the Tenancy Tribunal on our behalf and wherever possible to act on any Orders issued.
- g) To, if necessary, appoint a Debt Collection Agency to pursue any outstanding amounts from tenants.
- h) To send us statements as soon as possible after Hatch's balance date at the end of the month.
- i) To carry out inspections on the property every quarter and to provide a written report on each inspection.

2. Repairs)

I/We authorise Hatch to spend \$0.00 on any one repair without reference to me; except where the failure to complete the repairs might endanger the tenants or occupants health and safety or the Tenancy Tribunal makes a Work Order and there is limited time to comply with the Order, all other repairs must have our prior approval.

3. Fees and Disbursements

I/We agree that Hatch will deduct their commission/s as listed in the Management Fee Schedule from all rent monies collected by Hatch.

I/We authorise Hatch to pay all expenses and regular outgoings which have been authorised by me/us as below, and to account to us monthly.

Hatch will make payment to the above bank account mid-month and end of month.

City Council Rates Regional Council Rates Insurance Body Corp Fees

4. Resource and Building Consents

- a) I/We warrant that the property has all relevant building and resource consents and complies with all council requirements as to building, health and safety and fencing of swimming pool and spa pool.

- b) I/We are not aware of any pending or existing weather-tight issues affecting the building.
- c) I/We, to the best of our knowledge, advise that the property has not been used for the production, manufacture or use of any illicit substances.
- d) I/We agree that on and following commencement of any tenancy, I/We will comply with the Healthy Homes standards as required by section 45(1)(bb) or 66(1)(bb) of the Residential Tenancies Act 1986 in relation to heating, insulation, ventilation, draught stopping, drainage and moisture ingress.

5. Tenancy Agreement

I/We acknowledge that our name/s will be declared on the Tenancy Agreement and further acknowledge that if the property is in the name of a Trust or a Company, Hatch will be required to issue on our behalf 63 days' notice instead of 42 if we or any member of our family require the property for our own use.

6. No Liability for Damage/Arrears of Rent

Hatch shall use its best endeavours to ensure continuity of occupation at market rentals and maintenance of the property, but shall not be liable to the Owner(s) for any defaults in payment of rent or any damage caused to property by any tenant or other payment due by the tenant or otherwise, whether or not the tenancy has been arranged by Hatch.

7. Privacy Consent

I/We agree to information relating to the property being passed to any person for marketing purposes and for the compilation and distribution of statistics.

8. Terms of Authority and Cancellation

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 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 Authority with immediate effect, upon service of cancellation.

I/We, as owners, acknowledge that should early termination from the agreement prior to the initial 12-month period ending, Hatch withhold the right to claim any remaining commission, fees and disbursements from us for the remaining minimum management term.

Notice of cancellation of this Authority must be served in writing to the email or contact address provided in this Authority.

9. Chimney

I/We authorise Hatch to have the chimney cleaned annually to comply with Health and Safety and Insurance policy requirements.

10. Indemnity Clause

I/We, as owners, acknowledge that I/We indemnify the agent against all actions, claims, costs and expenses whatsoever, which may be taken or made against the agent or incurred by the agent, in the course of and arising out of the property performance of the agents duties as the property manager or the exercise of any powers, duties, or authorities contained in this management authority.

I/We acknowledge that with this appointment, Hatch Property Management, under the terms of the Residential Tenancies Act, shall be deemed to be the landlord.

I/We agree that by signing this Authority warrant that I/We are the owner/s of the rental premises or are authorised to enter into this Authority and have the authority to make this appointment.

11. Body Corporate

I/We agree to advise the Property Manager of any Body Corporate rules that may apply and to provide copy of same rules.

12. Trust Provision

If any person enters into this Agreement as trustee of a trust:

- a) that person warrants that:
 - (i) it has the power to enter into this Agreement under the terms of the trust;
 - (ii) it has properly signed this Agreement in accordance with the terms of the trust;
 - (iii) it has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this Agreement; and

(iv) all persons who are trustees of the trust have approved entry into this Agreement.

- b) If that person has no right or interest in the assets of the trust except as a trustee of the trust, that person's liability under this Agreement will not be personal and unlimited but limited to the actual amount recoverable from the assets of the trust from time to time ("Limited amount"). If that person has lost or impaired its right to be indemnified from the trust assets, that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.

13. Health and Safety

Hatch and the owner will comply with the requirements (if any) of the Health and Safety at Work Act 2015 and in particular Hatch will train Employees (if any) to do their job safely and will:

- a) have a Health and Safety Policy;
- b) ensure that all Contractors and the employees of any Contractor are suitably qualified to perform services in relation to the Property;
- c) ensure that all Contractors comply with Hatch's Health and Safety Policies and the Health and Safety at Work Act 2015.

I/We will immediately advise Hatch of any hazards or risks or situations which may cause harm in respect of the Property of which I/We are aware.

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

Hatch and the Owner will comply with the requirements of the Health and Safety at Work (Asbestos) Regulations 2016. Under the regulations, Owners and Property Managers are required to identify and report on hazardous substances. Where asbestos is present, or assumed to be present, an Asbestos Management Plan is required where major repairs and renovations are being undertaken.

14. Healthy Homes Assessment

Has your property had a Healthy Homes assessment completed? YES/NO

I/We agree to having a Healthy Homes assessment completed.

15. Insurance

The owner is to ensure that the property is insured, and that the insurance company are notified that the property is tenanted. The owner is to provide a copy of the insurance document to Hatch.

The owner agrees to notify Hatch immediately in writing if any parts of the insurance cover change during the course of the tenancy e.g. excess level is increased.

Under Section 45 (2B) and (2C) of the Residential Tenancies Act 1986, Hatch must advise tenants of the details of any insurance cover that is relevant to the tenant's liability for destruction of, or damage to, the property (the lesser of any insurance excess applicable or 4 weeks rent).

16. Methamphetamine Testing

Hatch's policy is to have the property tested for methamphetamine prior to tenants being placed in the property, between tenancies, and on suspicion of methamphetamine use or manufacture during a tenancy. The cost of this testing is to be borne by the Owners of the property.

If you decline to have this periodic Methamphetamine testing carried out, you, as the property owner/s, absolve Hatch Property Management and its employees, of all responsibility and liability and agree that you will be held solely liable for all costs and expenses arising from any Methamphetamine contamination. Furthermore, you understand that Hatch will be unable to commence any tribunal proceedings against the tenant without the evidence/support of baseline testing.

I/We agree to the Methamphetamine Testing policy I/We decline the Methamphetamine Testing policy

17. Disclosure

I/We acknowledge and agree that Hatch may disclose any information to the Tenant which pertains to:

- a) Health and safety hazards and risks at the premises; and

- b) Any hazardous substance including but not limited to Methamphetamine test results and/or contamination of the premises.

The Parties agree as follows:

The Owner/s appoints the Agent, Hatch Property Management, as property manager of the property and the Agent accepts the appointment on the terms set out in this Agreement at the agreed Management Fees (subject to review if applicable) as set out in the Management Fee Schedule.

The Schedules attached to this Agreement and its contents form part of this Agreement.

Property Management Authority

Insurance Statement

This insurance statement is to be attached to all tenancy agreements

Law changes relating to insurance and damage

- From 27 August 2019, the law requires landlords to disclose whether or not the property is insured in a statement a part of any new tenancy agreement. And if so, there excess amount of any relevant policies. Landlords need to include information about the insurance that is relevant to the tenant's liability for damage to premises.
- If the rental property is part of a body corporate, landlords will need to include relevant insurance information for both damage to the rental property itself, and the shared facilities
- They must also include a statement informing the tenant that a copy of their insurance policy is available on request. This ensures that the tenant knows what actions or omissions could invalidate the insurance policy and also helps the tenant to know what is covered by insurance and the excess payable on the insurance policy.
- Landlords must provide tenants with this insurance information (if requested within a reasonable timeframe) and provide updated information within a reasonable timeframe if insurance information changes, or (where they are not the insurance holder) within a reasonable timeframe of becoming aware of the changes.
- If tenants or their guests damage a rental property as a result of a careless behaviour, the tenant is liable for the cost of the damage up to four weeks rent or the insurance excess (If applicable), whichever is lower. Tenants on income-related rents are liable for the cost of the damage up to four weeks market rent or the insurance excess (if applicable), whichever is the lower.
- Tenants will be liable for the full cost of damage that they or their guests cause intentionally or that result from an act or omission that constitutes an imprisonable offence.

Insurance statement

Landlords must either complete this form or attach a statement containing the same information.

Address of tenancy

There is insurance covering this rental property that is relevant to the tenant's liability for damage to premises, including damage to body corp facilities.

Yes

No

The table below specifies the required details of all relevant insurance policies for the property

Name/type of policy	Insurer	Excess amount
1.		\$
2.		\$
3.		\$
4.		\$

The insurance policy for this property is available for the tenant upon request.

If the insurance details change and the information above or the policy documents are no longer correct, you must provide correct information to the tenant within a reasonable time.

Management Fee Schedule

Service Provided	Management Fee
Rental Appraisals and Advice	With our compliments
Background Checks	With our compliments
Credit Checks	\$20.00 +GST each if required
Ingoing Inspection	With our compliments
First regular inspection (at 6 weeks after move-in)	With our compliments
Routine Inspections (every 13 weeks)	With our compliment
Outgoing Inspection	With our compliments
Tenancy Renewal Fees	With our compliments
Monthly and End of Year Statements	With our compliments
Bond Receipt and Management including Refunds	With our compliments
Rent reviews	With our compliments
Tribunal attendance (Application Filing Fee)	With our compliments
Listing on Hatch website	With our compliments
Advertising- Trade Me)	\$159.00 +GST
Professional Photography for marketing property	Quotes will be provided when required
Methamphetamine Testing	Quotes will be provided when required
Management fee	8.0 % + GST
Maintenance fee	With our compliments
Letting fee	One weeks rent +GST

Signed by the Owner:

Name:

Date:

Signed by the Owner:

Name:

Date:

Signed by the Agent:

Agent Signature:

Date: