



Authority to act as Managing Agent

(under s44 of the Property Agents and Land Transactions Act 2016)

1. PROPERTY OWNERS

Legal Owner/Entity (as per property title)	
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PRIMARY CONTACT

Name	
Home Phone	
Mobile	
Email	
Postal Address	

Contact Preference Email Mobile Home Phone

SECONDARY CONTACT (or next of kin)

Name	
Home Phone	
Mobile	
Email	

Contact Preference Email Mobile Home Phone

PAYMENT DETAILS – Balance of funds to be paid to the below account (after deductions for invoices & CPPM fees)

Deposit Account Name	
Account Number	
BSB	
Frequency	Twice Monthly <input type="checkbox"/> Monthly <input type="checkbox"/>

*Twice monthly payments are on the 15th and the 1st of the next month – Monthly payments on the 1st working day of the month.

* If at any time the proposed disbursements should be more than the monies to be collected, I/we agree to pay such excess as requested by CPPM.

2. PROPERTY DETAILS

I/we, being authorised to do so, hereby instruct Charlotte Peterswald Property Management ('CPPM') to lease on a **sole** and **exclusive** basis, the property as detailed below:-

Address	
Currently Occupied	Yes <input type="checkbox"/> (Please complete tenant details –next section) No <input type="checkbox"/>
Initial Asking Rent	\$ per week
Date Available for Lease	
Preferred Duration of Lease	
Property is to be let	Unfurnished <input type="checkbox"/> Fully furnished <input type="checkbox"/>
List areas NOT included in Lease	

I agree to provide **three (3)** full sets of keys to the property and authorise the agent to cut additional sets if not provided by me, at my cost.

TENANT DETAILS *(If relevant)*

Name	
Mobile	
Email	
Current Agency	
Current Property Manager	
Current Rent	
Lease Start Date	
Lease Expiry Date	

ADDITIONAL PROPERTY INFORMATION

List White goods/Chattels to be included in the lease <i>(e.g. items not permanently affixed to the property)</i>	

BODY CORPORATE DETAILS (If applicable) *(If you would like CPPM to pay your Body Corporate fees please contact the Body Corporate directly to authorise this)*

Name	
Address	
Phone	
Email	
Strata Plan #	
CPPM to pay B/Corp Fee	Yes <input type="checkbox"/> No <input type="checkbox"/>

PROPERTY INSURANCE DETAILS

	COMPANY	POLICY #	DATE OF EXPIRY
Landlord			
Building			
Contents			

(CPPM is unable to manage any property which does not have adequate landlords insurance, building insurance and at least a minimum contents cover to protect against damage to carpets, curtains)

PROPERTY CONSENTS – CPPM to organise on your behalf

Professional photography & floorplans (\$225 for floorplan & approx. 12 photos)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Photos of your property appearing on Social Media	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Pets to be kept at the property (subject to application)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
List special instructions relating to garden maintenance		

(please note: tenants are responsible for basic garden upkeep, unless agreed otherwise. If your garden is precious to you and you want to ensure it is kept healthy throughout the tenancy, CPPM suggest organising a professional gardener to attend regularly.)

DISBURSEMENTS – CPPM authorised to pay from rental funds

Taswater	Yes <input type="checkbox"/> <i>(please ensure authority is attached to with this agreement)</i>	No <input type="checkbox"/>
Local Council Rates	Yes <input type="checkbox"/> <i>(please ensure authority is attached to with this agreement)</i>	No <input type="checkbox"/>
SRO – Land Tax	Yes <input type="checkbox"/> <i>(please ensure authority is attached to with this agreement)</i>	No <input type="checkbox"/>

SMOKE ALARMS

Do you want us to ensure your property complies with legislation relating to smoke detectors?

YES

If you choose **YES**: "I hereby authorise AS Farr Electrical to supply and install smoke alarm(s) (as required) in my property(s) to ensure compliance with Tasmanian legislation. I request AS Farr Electrical maintain the smoke alarms in my property(s) to ensure their ongoing compliance and accordingly request inclusion of my property in the AS Farr Electrical Maintenance program until I inform you otherwise. I understand that replacement of alarms may be required and acknowledge and authorise that this will occur as required at the time of inspection. Current costs are **\$88.00** for annual checking, **\$170.50** to attend and install per first new alarm, **\$82.50** for subsequent alarms, per property.

NO

If you choose **NO**: "I will install and maintain (or make suitable arrangements for the installation and maintenance of) all required smoke alarms myself. I understand that penalties apply should I not meet the Regulation standards. I also acknowledge that I have been fully informed about the smoke alarm maintenance. I agree to release CPPM and AS Farr Electrical from any possible litigation or fines that may arise from the property's smoke alarms not working or not being serviced properly."

3. MAINTENANCE & PREFERRED SUPPLIERS

CPPM are authorised to carry out all non-urgent repairs not exceeding \$_____, at any time, in the event that CPPM are unable to immediately contact me/us. CPPM are authorised to attend to emergency repairs under the terms of the *Residential Tenancy Act* at CPPM's discretion, particularly if these occur outside business hours.

List any preferred suppliers:

COMPANY	CONTACT NAME	ADDRESS	MOBILE	EMAIL

These tradespeople will be used for maintenance on our property if possible, but we accept that in the case of emergency repairs, CPPM is permitted to use CPPM's preferred maintenance people.

4. AGENTS AUTHORITY

I/We authorise CPPM to:

- (a) Select tenants and sign lease agreements for the premises
- (b) Receive rents due and issue receipts for money collected
- (c) Exercise the owner's right to terminate tenancies or leases, serve notices and issue notices
- (d) Carry out all necessary proceedings for the eviction of tenants
- (e) Recover any monies due in respect to the management of the property
- (f) Re-let at the end of each tenancy in the event of a vacancy
- (g) Hire and discharge on my/our behalf all labour and employees necessary for the proper maintenance of the property
- (h) Carry out all urgent and necessary repairs
- (i) Pay on my/our behalf all outgoings as herein specified

(j) Deduct from sums due to the owner appropriate charges and commissions

LETTING FEE	4.95% of rent for the secured lease period, charged at the start of the lease (REIT scale is 7.9%)
MANAGEMENT FEE	9.9% of rents collected per week (REIT scale 13.83%)
ADMINISTRATION FEE	\$4.50 per calendar month
LEASE RENEWAL FEE	1.65% of rent for the period of the lease extension.
INTERNET MARKETING FEE	\$165 per occasion the property is listed on the internet (<i>recovery cost – lists the property on 10 different websites</i>)
PROFESSIONAL PHOTOGRAPHY	\$225 Including GST for professional portfolio of photos and floor plan – Virtual Staging \$65 per room
INVENTORY CHARGE	\$500 – Only applies for furnished properties
END OF FINANCIAL YEAR STATEMENT FEE	\$25 per statement

Statements will be emailed by CPPM when a payment is made to your bank account, on either a fortnightly or monthly basis. All paid invoices pertaining to work carried out on the property in the statement period will be attached. Statements are emailed unless hard copy mailing is requested.

5. TERMINATION OF THIS AGREEMENT

This agreement can be terminated by either party on provision of thirty (30) days’ notice in writing.

6. SALE OF PROPERTY TO TENANT

I/we agree that if during this authority or within 90 days of its termination, the property is purchased by a tenant who is introduced by CPPM, commission will be charged as per the REIT scale of fees.

7. PRIVACY ACT

Under the Privacy Act 1988, CPPM uses personal information collected from the owner to act as the owner’s agent and to perform their obligations under this agreement. CPPM may also use such information collected to promote the services of CPPM and/or seek potential clients. CPPM may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of CPPM both existing and potential, as well as to tradespeople, owners’ corporations, government and statutory bodies, and to third parties as required by law. CPPM will only disclose information in this way 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 owner would like to access this information, they can do so by contacting CPPM at the address and contact details provided in this agreement. The owner can also correct this information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of the information to be collected. If the information is not provided, CPPM may not be able to act on the owner’s behalf effectively, or at all.

8. AUTHORITY & INDEMNITY

- (a) I/we hereby indemnify CPPM against any actions, suits, demands or claims together with any costs and other expenses brought against CPPM, or if incurred by CPPM in any matter arising out of this agreement and/or instructions contained herein, or provided in addition to this agreement.
- (b) I/we declare that at the time of entering into this agreement the premises are in good tenantable repair and in a condition fit for human habitation, and comply with all legal requirements in relation to health and safety standards. I/we, release and will hold & keep indemnified CPPM from any liability due to or arising from the condition of the premises at the commencement of this agreement.
- (c) I/we sign this form, being the true and legal owner/s of the property listed on page one. I/we have also obtained permission from all interested parties, including mortgagors, to lease this property.

Signature _____ Date: _____

Signature _____ Date: _____

CPPM Signature: _____ Date: _____