

Residential Property

CASUAL LETTING AUTHORITY

OUR VALUES

People first Doing the right thing Being courageous Fun and laughter

THE HARCOURTS GROUP CONSISTS OF:



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1. Parties

AGENT: MyMove Tasman Ltd
Trading as **Harcourts**

OWNER:

2. Premises Address for Tenancy

PREMISES:

SUBURB:

CITY:

POSTCODE:

3. Address for Service

OWNER ADDRESS FOR SERVICE:

Physical Address:

Suburb / City:

AGENT ADDRESS FOR SERVICE:

Physical Address: 2a Iwa Street,

Suburb / City: Mapua, 7005

OWNER ADDITIONAL ADDRESS FOR SERVICE:

Physical Address:

PO Box:

Email:

AGENT ADDITIONAL ADDRESS FOR SERVICE:

Physical Address: Harcourts Mapua

PO Box: 3043, Richmond 7050

Email: admin@mymove.co.nz

4. Contact Details

OWNER:

Home:

Work:

Mobile:

OWNER:

Work:

Mobile:

Email:

AGENT: Kellie Duncan

Office: 03 544 2065

Mobile: 022 384 9791

5. The Parties Agree as Follows:

The OWNER appoints the AGENT as Letting Agent of the PREMISES and the AGENT accepts the appointment on the TERMS set out in this Agreement at the agreed FEES (subject to review if applicable) set out in the FIFTH SCHEDULE.

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

6. Execution of Agreement

WARNING (This warning does not form part of this Agreement)

This is a binding contract. It is recommended that the OWNER seek professional advice before signing.

SIGNED by the OWNER:

SIGNED by the OWNER:

SIGNED by the AGENT:

Kellie Duncan
On behalf of the AGENT

Signature of OWNER

Signature of OWNER

Signature of AGENT

Dated:

Dated:

Dated:

First Schedule – General Terms

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. "ACT" means Residential Tenancies Act 1986.
- 1.2. "AGENT" and "OWNER" means where appropriate the executors, administrators, successors and permitted assigns, employees, and contractors of the AGENT and the OWNER.
- 1.3. A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

2. TERM

- 2.1. This Agreement shall commence from the date of this Agreement; and
 - a) will terminate on the commencement date of the Tenancy; or
 - b) may be terminated by either party giving seven (7) days written notice to the other party.

3. PAYMENTS

- 3.1. In consideration of the letting services performed by the AGENT as set out in this Agreement, the OWNER agrees that the AGENT shall be entitled to be paid as per the fee schedule outlined in the FIFTH SCHEDULE of this Agreement and;
 - a) to deduct such administration fees from the first weeks rent;
 - b) to pay the AGENT for any disbursements (e.g. advertising fees, credit check fees) prior to the AGENT proceeding with such services.
- 3.2. The OWNER agrees to pay GST on any amount payable under this Agreement.
- 3.3. Failure to reimburse the AGENT for any costs or expenses set out in this Agreement on the due date for payment, shall cause the OWNER to pay the AGENT default interest at the interest rate of two percent (2%) per annum above the AGENT'S bank's commercial bill rate on such unpaid amounts from the due date for payment until the date of payment in full.

4. THE AGENT'S OBLIGATIONS & RIGHTS

- 4.1. When performing its duties under this Agreement, the AGENT shall:
 - a) act solely as the AGENT of the OWNER;
 - b) advertise for TENANTS and show prospective TENANTS through the PREMISES, as and when necessary;
 - c) process all tenancy applications including, but not limited to reference checks and identity checks.
- 4.2. In respect of the TENANT and the Tenancy the AGENT shall:
 - a) obtain a credit check on any prospective TENANT(S) and the OWNER agrees to pay the fee for this service as set out in the FIFTH SCHEDULE;
 - b) let the PREMISES for the agreed rent and to receive rent in advance from the TENANT as set out in the THIRD SCHEDULE of this Agreement;
 - c) let the PREMISES in accordance with the Terms of Tenancy as outlined in the THIRD SCHEDULE.

- d) collect a Bond as set out in the THIRD SCHEDULE of this Agreement and to pay the same to Tenancy Services (a division of the Ministry of Business Innovation & Employment) within 23 working days of receipt;
- e) Not be responsible for any injury to persons and/or damage to the PREMISES arising out of the condition of, or any hazard in or about the PREMISES.

5. THE OWNER'S OBLIGATIONS & WARRANTIES

- 5.1. The OWNER warrants and undertakes to the AGENT that:
 - a) the information provided in this Agreement, including the THIRD SCHEDULE, is true and correct;
 - b) the OWNER is the legal owner of the PREMISES;
 - c) the OWNER has the legal capacity, right and authority to enter into this Agreement for itself and/or on behalf of the other OWNERS (if a company or trust);
 - d) at the date of this Agreement and to my/our knowledge the property is not contaminated by any hazardous substance including but not limited to Methamphetamine.
 - e) the OWNER has no knowledge of any health and safety hazards or risks other than what has already been disclosed in the FOUTH SCHEDULE of this Agreement.
 - f) the OWNER will present the PREMISES in a secure and reasonably clean and tidy condition prior to a Tenancy Agreement being entered into in accordance with the ACT.
 - g) the listed CHATTELS are in reasonable working order and that the OWNER holds the current code of compliance certificate (if any) for such CHATTELS legally requiring the same;
 - h) the OWNER is responsible for all property inspections; including but not limited to; entry inspection, routine inspections and final inspection;
 - i) the OWNER is responsible for any and all water meter readings required; and
 - j) at the date of this Agreement the OWNER has not:
 - i. received any notice or demand and has no knowledge of any requisition or outstanding requirement:
 - a) from any local or government authority or other statutory body; or
 - b) under the Resource Management Act 1991; or
 - c) from any TENANT or previous TENANT of the PREMISES; or
 - d) from any other party; or
 - ii. given any consent or waiver, which directly or indirectly affects the PREMISES and which has not been disclosed in writing to the AGENT.
- 5.2. The OWNER further warrants and undertakes to the AGENT that during the term of this Agreement, as outlined in clause 2, that:

- a) any notice or demand received by the OWNER which directly or indirectly affects the PREMISES:
 - i. from any local or government authority or other statutory body; or
 - ii. under the Resource Management Act 1991; or
 - iii. from any TENANT or previous TENANT of the PREMISES; or
 - iv. from any other party;

shall be immediately delivered to the AGENT for disclosure to the TENANT.

- b) any health and safety hazards or risks that come to the OWNER'S attention shall be immediately advised to the AGENT in writing;
- c) any knowledge of the presence of any hazardous substance including but not limited to Methamphetamine.

shall be immediately advised to the AGENT in writing.

5.3. Where the OWNER has done or caused or permitted to be done on the PREMISES any works:

- a) any permit, resource consent or building consent required by law was obtained; and
- b) to the OWNER'S knowledge, the works were completed in compliance with those permits or consents; and
- c) a code of compliance certificate was issued for such works (if required); and
- d) if the PREMISES requires a compliance schedule as that term is defined in the Building Act 2004 (e.g. it has a specified system or it has a cable car attached to it or servicing it) that the building has a current building warrant of fitness.

6. DISCLOSURE

- 6.1. The OWNER acknowledges and agrees that the AGENT 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 contamination of the PREMISES.

7. INDEMNITY

- 7.1. The OWNER agrees to indemnify the AGENT against all actions / claims / costs and expenses whatsoever, which may be taken or made against the AGENT in the course of and arising out of:
 - a) any information provided under the Agreement that is found to be a breach of any of the warranties contained in clause 4 of this Agreement.
 - b) the proper performance of the AGENT'S duties as the PREMISES manager as set out in this Agreement or in the exercise of any powers, duties or authorities contained in this Agreement.

8. DISPUTES

- 8.1. If a dispute between the OWNER and the AGENT shall arise, affecting or concerning the safety of the TENANT or the 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 Agreement by giving written notice in terms of this paragraph to the OWNER.

9. TRUST PROVISION

9.1. 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.

10. ADDRESS FOR SERVICE

10.1. Any notice to the OWNER or to the AGENT shall be deemed to be sufficiently served if emailed, posted by ordinary mail or faxed to the address for service offered as an address for service in the FIFTH SCHEDULE of this agreement.

11. WHOLE AGREEMENT

11.1. This Agreement is the entire agreement between the parties. In the event the parties wish to amend any terms or enter into new terms, a written variation to this Agreement must be signed by both parties to be effective.

Second Schedule – Owner Details

1. PROPERTY OWNER

Owner(s) Full Name(s) / Company Name / Name of Trust: _____

Full Name(s) of Company Director(s) / Trustee(s) of Trust: _____

Authority to Act on behalf of all Trustees **attached**

2. EMERGENCY CONTACT

Full Name: _____

Address: _____

Suburb & City: _____ Postcode: _____

Home Phone: _____ Work Phone: _____ Mobile: _____

Email: _____

3. BANK DETAILS

Account No:

--	--

--	--	--	--	--

--	--	--	--	--	--	--	--	--	--

--	--	--

Account Name: _____

Bank: _____

Branch: _____

Third Schedule – Property Details

Listing Date:

Available Date:

LOCALITY / ASPECT <input type="checkbox"/> Close to schools <input type="checkbox"/> Close to shops <input type="checkbox"/> Close to transport <input type="checkbox"/> Close to park <input type="checkbox"/> Close to beach <input type="checkbox"/> North facing <input type="checkbox"/> East facing <input type="checkbox"/> South facing <input type="checkbox"/> West facing	PROPERTY TYPE <input type="checkbox"/> House <input type="checkbox"/> Townhouse / duplex <input type="checkbox"/> Apartment <input type="checkbox"/> Unit / flat <input type="checkbox"/> Lifestyle / Rural <input type="checkbox"/> Holiday home <input type="checkbox"/> Retirement living <input type="checkbox"/> Coastal / beach	PROPERTY DETAILS Total bedrooms Total bathrooms <input type="checkbox"/> Furnished <input type="checkbox"/> Unfurnished <input type="checkbox"/> Partly furnished	AREAm2 dwellingm2 land <input type="checkbox"/> Shared driveway
GROUND / FENCING <input type="checkbox"/> Fully fenced <input type="checkbox"/> Partially fenced <input type="checkbox"/> No fencing <input type="checkbox"/> Flat <input type="checkbox"/> Sloped	GARAGING / PARKING <input type="checkbox"/> Off-street parking <input type="checkbox"/> Single carport <input type="checkbox"/> Double carport <input type="checkbox"/> Single garage <input type="checkbox"/> Double garage <input type="checkbox"/> Tandem garage <input type="checkbox"/> Internal access <input type="checkbox"/> Auto door No. of remotes	SECURITY <input type="checkbox"/> Video <input type="checkbox"/> Intercom <input type="checkbox"/> Secure complex <input type="checkbox"/> Security screens/doors <input type="checkbox"/> Security gate <input type="checkbox"/> Alarm code <input type="checkbox"/> Door code	OTHER FEATURES <input type="checkbox"/> BBQ area <input type="checkbox"/> Courtyard <input type="checkbox"/> Sea view <input type="checkbox"/> City view <input type="checkbox"/> Lift <input type="checkbox"/> TV aerial
LIVING ROOM <input type="checkbox"/> Formal lounge <input type="checkbox"/> Open plan <input type="checkbox"/> Separate	FAMILY ROOM <input type="checkbox"/> Open plan <input type="checkbox"/> Separate	DINING ROOM <input type="checkbox"/> Formal dining <input type="checkbox"/> Open plan <input type="checkbox"/> Separate	ADDITIONAL ROOMS <input type="checkbox"/> Office / study <input type="checkbox"/> Conservatory <input type="checkbox"/> Rumpus room <input type="checkbox"/> Games room
KITCHEN <input type="checkbox"/> Dishwasher <input type="checkbox"/> Waste disposal <input type="checkbox"/> Electric cooking <input type="checkbox"/> Gas cooking <input type="checkbox"/> Rangehood <input type="checkbox"/> Microwave <input type="checkbox"/> Pantry <input type="checkbox"/> Fridge	LAUNDRY <input type="checkbox"/> Separate <input type="checkbox"/> In bathroom <input type="checkbox"/> In kitchen <input type="checkbox"/> In garage <input type="checkbox"/> Washing machine <input type="checkbox"/> Dryer	MAIN BATHROOM <input type="checkbox"/> Separate bath <input type="checkbox"/> Separate shower <input type="checkbox"/> Shower over bath <input type="checkbox"/> Spa bath <input type="checkbox"/> Heated towel rail <input type="checkbox"/> Exhaust fan <input type="checkbox"/> Separate toilet Total toilets:	ENSUITE <input type="checkbox"/> Bath <input type="checkbox"/> Shower <input type="checkbox"/> Spa bath <input type="checkbox"/> Heated towel rail <input type="checkbox"/> Exhaust fan <input type="checkbox"/> Toilet
MASTER BEDROOM <input type="checkbox"/> Double / queen / king <input type="checkbox"/> Ensuite <input type="checkbox"/> Built-in wardrobe <input type="checkbox"/> Walk-in wardrobe <input type="checkbox"/> Heating / fan <input type="checkbox"/> Balcony / deck	BEDROOM 2 <input type="checkbox"/> Single / double <input type="checkbox"/> Built-in wardrobe <input type="checkbox"/> Heating / fan <input type="checkbox"/> Balcony / deck	BEDROOM 3 <input type="checkbox"/> Single / double <input type="checkbox"/> Built-in wardrobe <input type="checkbox"/> Heating / fan <input type="checkbox"/> Balcony / deck	BEDROOM 4 <input type="checkbox"/> Single / double <input type="checkbox"/> Built-in wardrobe <input type="checkbox"/> Heating / fan <input type="checkbox"/> Balcony / deck
HOT WATER <input type="checkbox"/> Gas infinity <input type="checkbox"/> Gas cylinder <input type="checkbox"/> Electric cylinder Size of cylinder:	GAS <input type="checkbox"/> Mains <input type="checkbox"/> Bottled	HEATING <input type="checkbox"/> Heat pump <input type="checkbox"/> Gas (flued) <input type="checkbox"/> Woodburner / fireplace <input type="checkbox"/> None <input type="checkbox"/> Other:	AMENITIES <input type="checkbox"/> Gym <input type="checkbox"/> Pool / spa / sauna <input type="checkbox"/> Tennis court

1. TENANCY DETAILS

What is the weekly rent amount required? \$ _____

What is the bond amount required? Equivalent to 3 x weeks rent Equivalent to 4 x weeks rent

What is the tenancy type required? Periodic Tenancy Fixed Term Tenancy
 6 months 12 months
 other _____

2. PROPERTY ACCESS DETAILS

Vacant Owner Occupied Tenanted Key provided Signed key release **attached**

Current Tenant Details *if applicable*

Full Name of Tenant(s): _____

Home Phone: _____

Work Phone: _____

Mobile: _____

Email: _____

3. METHAMPHETAMINE

Has any Meth testing been carried out on the property? Yes No Not to my/our knowledge

If yes, when was the testing carried out and what was the reading? _____

Has the property been cleaned since testing was carried out? Yes No

If yes, has the property been retested since cleaning was carried out? Yes No

If yes, what was the reading? _____

4. SMOKE ALARMS

Are smoke alarms installed at the property? Yes No

If yes, what type of smoke alarms are installed? Photoelectric Ionisation Not Sure

How many smoke alarms are installed? 1 2 3 4 5+

What is the expiry date on existing smoke alarms? _____

What date were the smoke alarms last tested? _____ Not Sure

What date were the batteries last changed? _____ Not Sure

5. INSULATION

The tenancy agreement must contain a signed statement from the landlord that details information about the location, type and condition of all insulation in the premises.

If you are not sure if the property is insulated would you like us to arrange for an inspection to be carried out?

Yes No

If the Property is not insulated would you like us to arrange a quote for the property to be insulated?

Yes No

If yes, what areas of the property would you like to have quoted? Walls Ceiling Underfloor

Please fill out the 'Landlord insulation statement' and provide documentary evidence if necessary. The statement must include the following points.

> If you have been unable to obtain information about insulation in a particular location, an outline of what you have not been able to obtain and why, and confirmation that you have made all reasonable efforts to obtain the information.

6. GENERAL

Does the property have a Code of Compliance for all work done and /or chattels in the property (if necessary)?

Yes No Not Sure Not Applicable

Is the property on the market for sale? Yes No

Who is to maintain the lawns? Landlord Tenant Not Applicable

Who is to maintain the gardens? Landlord Tenant Not Applicable

Who is to maintain the pool and /or Spa? Landlord Tenant Not Applicable

Is there a septic tank at the property? Yes No

How is water supplied to the property? Town Tank Both Town & Tank

If tank supply, what size / capacity is the water tank? _____

Are pets allowed to be kept at the property? Yes No Negotiable
 Dog Cat Outside only

What is the maximum allowed number of tenants that can occupy the property? 1 2 3 4 5+

Our usual policy is to not permit smoking inside the property, please indicate under special conditions if you have any other preference.

Please note any other special conditions or requirements:

.....

.....

.....

.....

.....

.....

.....

Fourth Schedule – Hazard and Risk Identification Log

PREMISES ADDRESS:	_____
DATE OF INSPECTION:	_____
SIGNED by the OWNER:	SIGNED by the OWNER:
_____	_____
Signature of OWNER	Signature of OWNER
Dated:	Dated:

The following hazards are present at the PREMISES:

Internal hazards

	HAZARD	RISK	CONTROL
1			
2			
3			
4			
5			

External hazards

	HAZARD	RISK	CONTROL
1			
2			
3			
4			
5			

Fifth Schedule – Fees

All fees are exclusive of GST unless otherwise stated.

SERVICES PROVIDED	
Rental Appraisal & Advice	Complimentary
Letting Fee	\$750.00
Administration Fee – Property viewings – Processing of applications – Preparation of tenancy documentation – Collection and lodgement of the bond	Complimentary
Advertising Fee – www.harcourts.co.nz – www.realestate.co.nz – www.trademe.co.nz – www.mymove.co.nz – Newsprint (if applicable) – Available rental list – Email alerts to Tenant database	Complimentary
For Rent Sign	Complimentary
Tenant Credit Check	Complimentary
TOTAL FEES DUE	\$750.00

OUR VALUES

People first Doing the right thing Being courageous Fun and laughter

THE HARCOURTS GROUP CONSISTS OF:

