

## EXCLUSIVE MANAGEMENT AUTHORITY FOR RESIDENTIAL PREMISES Schedule

<p><b>ITEM 1 Owners</b></p> <p style="font-size: small; margin-top: 20px;">For extra Owners see annexure schedule page 9 &amp; 10</p>	<p>Owner 1 (Primary Contact) .....</p> <p>Address: .....</p> <p>Telephone:      Work: ..... Home: .....</p> <p>                         Mobile: ..... Facsimile: .....</p> <p>                         E-mail: .....</p> <p>The Owner (1) prefers to be contacted by  <input checked="" type="checkbox"/> email   <input type="checkbox"/> telephone   <input type="checkbox"/> post   <input type="checkbox"/> sms</p> <p>Owner 2</p> <p>Address: .....</p> <p>Telephone:      Work: ..... Home: .....</p> <p>                         Mobile: ..... Facsimile: .....</p> <p>                         E-mail: .....</p> <p>Owner 3</p> <p>Address: .....</p> <p>Telephone:      Work: ..... Home: .....</p> <p>                         Mobile: ..... Facsimile: .....</p> <p>                         E-mail: .....</p> <p><b>EMERGENCY CONTACT:</b>  <b>Does the emergency contact also hold the power of attorney</b>   <input type="checkbox"/> Yes   <input type="checkbox"/> No          (copy of power of attorney attached)</p> <p>Name(s): .....</p> <p>Address: .....</p> <p>Telephone:      Work: ..... Home: .....</p> <p>                         Mobile: ..... Facsimile: .....</p> <p>                         E-mail: .....</p>
<p><b>ITEM 2 Agent</b></p>	<p>Agent: <i>L J Hooker Belmont</i> .....</p> <p>Licensee: <i>Bica Holdings Pty Ltd ATF LJB Trust T/As</i> .....</p> <p>ABN: ..... Triennial No: <i>61486</i> .....</p> <p>Address: <i>PO Box 326 Cloverdale WA 6985</i> .....</p> <p>Telephone:      Business: <i>0892777099</i> .....</p> <p>                         Emergency: ..... Facsimile: <i>0892774886</i> .....</p> <p>E-mail: <i>belmontwa@ljh.com.au</i> .....</p>
<p><b>ITEM 3 Premises</b></p>	<p>Premises Address: <i>Cloverdale 6105</i> .....</p> <p>Local Council: <i>City of Belmont</i> .....</p> <p>Lot No: <i>1</i> ..... on Survey/Strata/Deposited/Plan/Diagram ..... <i>29314</i> .....</p> <p>Volume/Folio ..... <i>1763/714</i> .....</p>

<b>ITEM 4 Strata</b>	Strata Title: <del>Yes</del> /No Strata Manager..... Telephone ..... Address ..... ..... Registered By-Laws (Notification) Yes /No      If Yes then see attachment	
<b>ITEM 5 Rental</b>	Rent range: \$ <u>340+</u> ..... to \$ ..... per week / <del>fortnight</del> / <del>calendar month</del> (for each tenancy) Term of lease preferred Minimum Term <u>Six Months</u> ..... Maximum Term <u>Twelve Months</u> .....      Refer to clause 5.1 Terms and Conditions	
<b>ITEM 6 Term of Management Agreement</b>	The Term of this Agreement is from ..... <u>valid for six months from commencement of agreement</u> ..... until ..... / ..... / ..... At the conclusion of the Term the Owner <b>AGREES / DOES NOT AGREE</b> (cross out whichever does not apply) to extend the Term until twenty-eight (28) days written notice of termination is given by either the Owner or the Agent to the other.	
<b>ITEM 7 Agent's Fees for Services</b>  <b>(GST inclusive unless otherwise stated)</b>	Notice: Fees charged by real estate agents are not fixed by law, and are to be agreed between the Owner and the Agent. <b>7.1 Costs of identification of agents in advertisements</b> (a) Pursuant to clause 8 of the REIWA Members' Code of Practice, REIWA members who are agents are required in all advertisements to clearly show the agent's full trading name, together with the telephone number of the agent's principal licensed office or relevant branch office. (b) The Owner <b>AGREES / DOES NOT AGREE</b> (cross out whichever does not apply) to pay for the advertising costs otherwise payable under this agreement associated with the Agent complying with the requirements of clause 8 of the REIWA Members' Code of Practice. <b>7.2 Marketing and Advertising Expenses</b> (a) The Owner <b>AGREES / DOES NOT AGREE</b> (cross out whichever does not apply) to pay to the Agent separate marketing costs and/or expenses. (b) The Agent is authorised on each occasion, when letting is required to advertise the Premises for letting, at the Owners expense: (i) on the internet up to a maximum of \$ <u>44.00</u> ..... (ii) in print media up to a maximum of \$ <u>150.00 (at cost)</u> ..... (iii) in other media up to a maximum of \$ <u>as required (at cost)</u> ..... <b>7.3 The following Agent's Fees have been agreed:</b> (a) <b>Leasing Fee</b> For each new tenancy The Leasing Fee is ..... % of the annual Gross Rental of the tenancy. For example if the Gross Rental is \$ ..... then the Leasing Fee will be \$ ..... OR (ii) The fixed Leasing Fee for each new tenancy will be \$ ..... OR <u>One weeks Rent for first leasing fee, followed by</u> (iii) <u>Two Weeks Rent plus GST for subsequent leasing fees</u> ..... (b) <b>Management Fee</b> (i) The Management Fee is <u>9.35</u> % of Gross Collections For example if the Gross Collections are \$ <u>330 x 52 = \$17160</u> ..... then the Management Fee is \$ <u>1604.46</u> ..... OR (ii) A fixed Management Fee of \$ ..... per month/annum (cross out whichever does not apply) (c) <b>Property Condition Report Fee at the commencement of each tenancy</b> \$ <del>1 BED \$88.00, 2 BED \$99.00, 3 BED \$110.00, 4 BED \$121.00</del> ..... or \$ ..... per hour up to a maximum of \$ ..... (cross out whichever does not apply)	Select Option [      ] initials  Select Option [      ] initials  Select Option [      ] initials [      ] initials [      ] initials  Select Option [      ] initials  Select Option [      ] initials  Select Option [      ] initials  Select Option [      ] initials

**ITEM 7  
Agent's Fees  
for Services  
(GST  
inclusive)  
(continued)**

- (d) **Final Bond Inspection** at the termination of the tenancy  
\$ 77.00 ..... or *Select Option*  
\$ ..... per hour up to a maximum of \$ .....  
(cross out whichever does not apply) [ ] initials
- (e) **Inventory Report Fee:** \$ NA ..... [ ] initials
- (f) **Routine Inspection Reports Fee:** \$ 55.00 .....  
The first inspection to be conducted Six ..... weeks after the [ ] initials  
commencement of each tenancy then every three ..... months.
- (g) ~~**Lease Renewal / Negotiation Fee** *Select Option*~~  
For each Lease Renewal and/or Negotiation:  
(i) The Lease Renewal / Negotiation Fee is ..... % of the [ ] initials  
annual Gross Rental of the tenancy.  
For example if the Gross Rental is \$ .....  
then the Lease Renewal / Negotiation Fee is \$ .....  
OR  
(ii) A fixed Lease Renewal / Negotiation Fee of: \$ 55.00 ..... [ ] initials
- (h) **Annual Financial Summary required** ~~YES~~ / NO [ ] initials  
\$ 33.00 ..... per report.
- (i) **Court / Tribunal Preparation and Attendance**  
\$ 50.00 preparation fee. Attendance fee of \$50 ..... [ ] initials  
\$ 250.00 ..... per hour up to a maximum of  
\$ ..... per claim against the relevant tenant.
- (j) **Administration Fee** \$ ..... per month [ ] initials
- (k) **Meeting Attendance** [ ] initials  
\$ ..... per hour up to a maximum of \$ .....  
per meeting.
- (l) **Title Search Fee** \$ 20.50 ..... per search. [ ] initials  
(exclusive of disbursements)
- (m) **Title Search Fee** disbursements at cost \$ up to \$33 strata fee ..... per search [ ] initials
- (n) **All Bank Fees** in respect of money paid and received. \$ NA ..... [ ] initials
- (o) **Tenant Enquiry Fees** disbursement at cost \$ 5.50 per applicant ..... [ ] initials
- (p) **All postage, petties, telephone, facsimile email and other costs** at cost, but not [ ] initials  
exceeding \$ 8.80 ..... per month.
- (q) **Centrelink Deposits** disbursements at cost \$ 1.00 ..... per deposit [ ] initials
- (r) To LET sign \$66 (if applicable) ..... [ ] initials  
Lodge Insurance claims \$55.00 ..... [ ] initials

7.4 If Item 7 is not applicable and an Annexure is attached to this Authority, then the fees set out in that Annexure will apply. [ ] initials

**Annual  
Review of  
Agents Fees**

7.5 The above agreed Agent's Fees will be reviewed on the ..... day of ..... each year of the Term or any extension or renewal by an increase of ..... % or if left blank, see clause 6.6. [ ] initials  
For example if an Agent Fee was \$10 and a 10% increase applied then the new fee would be \$11.



<b>ITEM 8 Outgoings</b>	<p>The Owner hereby authorises the Agent to make payments on its behalf with regard to the following Outgoings:</p> <table style="width:100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> Council Rates</td> <td><input checked="" type="checkbox"/> Landlord Protection Insurance</td> <td><input type="checkbox"/> Gas/Electricity</td> </tr> <tr> <td><input checked="" type="checkbox"/> Water Rates (see clause 4.1)</td> <td><input type="checkbox"/> Gardening/Lawn Mowing</td> <td><input type="checkbox"/> Smoke Alarm / RCD Maintenance</td> </tr> <tr> <td><input checked="" type="checkbox"/> Water Consumption</td> <td><input type="checkbox"/> Land Tax</td> <td><input type="checkbox"/> Pool Service</td> </tr> <tr> <td><input type="checkbox"/> Strata Levies (includes gas/ electricity)</td> <td><input type="checkbox"/> Repairs/Maintenance</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td><input checked="" type="checkbox"/> Building and Contents Insurance</td> <td><input type="checkbox"/> Pest Control</td> <td></td> </tr> </table> <p style="text-align: right; color: red; font-weight: bold;">Pending transfer of account details to Agent</p>		<input checked="" type="checkbox"/> Council Rates	<input checked="" type="checkbox"/> Landlord Protection Insurance	<input type="checkbox"/> Gas/Electricity	<input checked="" type="checkbox"/> Water Rates (see clause 4.1)	<input type="checkbox"/> Gardening/Lawn Mowing	<input type="checkbox"/> Smoke Alarm / RCD Maintenance	<input checked="" type="checkbox"/> Water Consumption	<input type="checkbox"/> Land Tax	<input type="checkbox"/> Pool Service	<input type="checkbox"/> Strata Levies (includes gas/ electricity)	<input type="checkbox"/> Repairs/Maintenance	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Building and Contents Insurance	<input type="checkbox"/> Pest Control																						
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<b>ITEM 9 Maintenance Limit</b>	<p>Maximum expenditure (inclusive of GST) allowed in any one instance for repairs and maintenance (or trade quotes) without the Owner's specific approval: \$ <del>Nil</del> <b>200</b></p> <p>Preferred maintenance contactors: ..... Tel:.....</p> <p>Other: ....Refer.to.Owner..... Tel:.....</p>																																					
<b>ITEM 10 Water Consumption</b>	<p>The Owner agrees to contribute <u>Nil</u> %, up to a maximum of \$ <u>Nil</u> towards the cost of water consumed annually at the Premises.</p> <p>The Owner acknowledges that the relevant authority may from time to time be required to perform a meter reading. The Owner agrees to pay for any cost associated with that water meter reading.</p>																																					
<b>ITEM 11 Payment to Owner</b>	<p>Funds to be paid to Owner:    <input checked="" type="checkbox"/> Monthly    <input type="checkbox"/> Other.....</p> <p>Payment method:</p> <p><input checked="" type="checkbox"/> Bank account</p> <p>A/C Name: ..... Institution / Branch .....</p> <p>BSB: ..... Account No:.....</p> <p><input type="checkbox"/> Other.....</p> <p><b>STATEMENTS</b> Statements and correspondence are to be sent to:    Email: Yes/<del>No</del></p>																																					
<b>ITEM 12 Insurance Cover</b>	<p>It is the Owner's responsibility to adequately insure the Premises at the Owner's expense throughout the period of this agency.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">Perils Insured</th> <th style="width:25%;">Company</th> <th style="width:25%;">Policy No.</th> <th style="width:10%;">Amount</th> <th style="width:10%;">Excess</th> <th style="width:10%;">Due Date</th> </tr> </thead> <tbody> <tr> <td>Public Liability</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Workers Compensation</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Landlord Protection</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Building Insurance</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contents Insurance</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Perils Insured	Company	Policy No.	Amount	Excess	Due Date	Public Liability						Workers Compensation						Landlord Protection						Building Insurance						Contents Insurance					
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<b>ITEM 13 Principal Place of Residence</b>	<p>The Owner declares that the Premises <b>HAVE BEEN/ HAVE NOT BEEN</b> the Owner's principal place of residence, for the period three (3) months immediately prior to the date of the initial tenancy.</p>	<p style="text-align: right;"><i>Select Option</i></p> <p style="text-align: right;">[        ] initials</p>																																				
<b>ITEM 14 Additional Conditions</b>	<p style="text-align: center;"><input checked="" type="checkbox"/> Not Applicable    <input type="checkbox"/> As detailed below    <input type="checkbox"/> See annexure(s)</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>																																					

**EXCLUSIVE MANAGEMENT AUTHORITY FOR RESIDENTIAL PREMISES**

**Terms and Conditions**

**APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA INCORPORATED  
FOR THE EXCLUSIVE USE OF REIWA MEMBERS**

<p><b>1 Appointment</b></p>	<p>The Owner appoints and authorises the Agent as the Owners agent on a sole exclusive basis to provide the Services in respect of the Premises for the Term in accordance with the terms and conditions of this Agreement and the Agent accepts the appointment.</p>	
<p><b>2 Definitions and Interpretation</b></p>	<p>In this Agreement, unless a contrary intention appears:</p> <p>2.1 "Act" means the Residential Tenancies Act 1987;</p> <p>2.2 "Administration Fee" means a fee charged for administration services;</p> <p>2.3 "Agent" means the licensed Real Estate Agent specified in Item 2;</p> <p>2.4 "Agent's Fees" means all of the amounts specified in Item 7;</p> <p>2.5 "Annual Financial Summary" means an annual report of all revenue and expenses for the Premises that have been received or paid by the Agent;</p> <p>2.6 "Bank Fees" means any proper account keeping fee, transaction fee or any other charge of a like nature imposed by any bank or financial institution in respect of an account in which money is held including dishonoured cheque fees;</p> <p>2.7 "Expenses" means the items of cost specified in Item 7;</p> <p>2.8 "Leasing Fee" means a charge specified in Item 7.3(a) by the Agent to the Owner for services in connection with finding a tenant, including arranging advertising, interviewing and checking the credentials of prospective tenants;</p> <p>2.9 "Gross Collections" means the total dollar value of all monies collected by the Agent from the tenants or other sources;</p> <p>2.10 "Gross Rental" means the total dollar value of all rental revenue collected or to be collected by the Agent from the tenants before any deductions;</p> <p>2.11 "GST" means any goods and services tax or similar or comparable tax imposed by and defined in the GST Law;</p> <p>2.12 "GST Law" means A New Tax system (Goods and Services Tax) Act 1999 or any other act or regulation pursuant to, associated with, amending or replacing that Act;</p> <p>2.13 "Maintenance Limit" means the amount specified in Item 9;</p> <p>2.14 "Management Fee" means the charge and fee referred to in Item 7.3(b);</p> <p>2.15 "Outgoings" means the payments specified in Item 8;</p> <p>2.16 "Owner" means the person or organisation specified in Item 1 and includes any executor, administrator, attorney, director or any other person authorised to act on behalf of the Owner;</p> <p>2.17 "Property Condition Reports" describe the condition of the Premises and permit the Owner to compare the status of the Premises over a period of time;</p> <p>2.18 "Premises" means the property specified in Item 3;</p> <p>2.19 "RCD" means Residual Current Device;</p> <p>2.20 "Rental" means the amount charged to a tenant for rental of the Premises;</p> <p>2.21 "Security Bond" has the same meaning as in the Act;</p> <p>2.22 "Services" means the services specified in Item 7;</p> <p>2.23 "Tenant Enquiry" means an enquiry to determine if a prospective tenant is listed on any relevant database;</p> <p>2.24 "Tenant Enquiry Fee" means the cost associated with the Agent making a Tenant Enquiry;</p> <p>2.25 "Term" means the period specified in Item 6 or any extension.</p> <p>The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally. A reference to an Item is a reference to that Item in the Schedule.</p>	
<p><b>3 Termination</b></p>	<p>3.1 This Agreement may be terminated by:</p> <p>3.1.1 the Owner if the Agent fails to substantially perform its obligations under this Agreement and such failure continues for twenty eight (28) days after written notice complaining of such failure is given by the Owner to the Agent; or</p> <p>3.1.2 the Owner without giving prior notice should the Agent have been guilty of a fundamental breach of the terms of this Agreement; or</p> <p>3.1.3 the Agent giving not less than twenty eight (28) days notice in writing to the Owner.</p> <p>3.2 In the event that this Agreement is wrongfully terminated by the Owner during the Term, the Owner will pay to the Agent as and by way of liquidated damages a sum equivalent to 50% of the Management Fee which would otherwise be payable to the Agent for the unexpired period of the Term. The Owner agrees that payment of the liquidated damages in this clause is a fair and reasonable pre-estimate of the damages likely to be sustained by the Agent if this Agreement is terminated prior to the expiry of the Term and reflects the real loss or damage likely to be suffered by the Agent.</p> <p>3.3 The Real Estate Institute of Western Australia (Inc) considers that the liquidated damages rate of 50% referred to in sub-clause 3.2 above provides an accurate calculation of the actual damages that would usually be suffered if an agreement is terminated in a manner that attracts liquidated damages.</p>	<p>[ ] initials</p>

<p><b>4 Owner's Obligations and Acknowledgments</b></p>	<p><b>Owner Obligations</b></p> <p>4.1 The Owner acknowledges that it is a requirement of the relevant authority that supply of water remains the responsibility of the Owner and that accounts will be issued in the Owner's name. Payment for consumption is made by the Owner and invoiced and reimbursed by the tenant as appropriate.</p> <p>4.2 The Owner warrants that:</p> <p>4.2.1 the Owner is the registered proprietor of the Premises or has the written authority of the registered proprietor to enter into this Agreement and has the legal capacity to enter into this Agreement;</p> <p>4.2.2 all information and/or descriptions provided to the Agent in relation to the Premises are true and correct and the Owner undertakes to promptly advise the Agent of any change to that information;</p> <p>4.2.3 the whole of the Premises comprise residential premises and is to be used for residential accommodation;</p> <p>4.2.4 the Owner holds appropriate insurance in respect of the Premises as specified in Item 12 and will provide evidence of such cover to the Agent within seven (7) days from the date of execution of this Agreement and will maintain such insurance during the Term;</p> <p>4.2.5 there is no other residential management agreement relating to the Premises;</p> <p>4.2.6 the Agent will be informed in writing of any changes to the ownership of the Premises;</p> <p>4.2.7 the information referred to in Item 13 is true and correct.</p> <p>4.2.8 the Premises have a smoke alarm(s) to comply with the Building Amendment Regulations 2009 and two RCDs fitted to protect the power point and lighting final sub-circuits to comply with the Electricity Regulations 1947.</p> <p>4.3 The Owner acknowledges its obligation under the Residential Tenancies Act 1987 to comply with all building, health and safety laws.</p> <p><b>Owner Indemnities</b></p> <p>4.4 The Owner indemnifies and will keep indemnified the Agent against all liability or loss arising directly or indirectly from, and any costs, charges, late fees and expenses (including, but not limited to any loss of Agents Fees and Expenses) incurred in connection with or attributable to:</p> <p>4.4.1 any breach of this Agreement by the Owner;</p> <p>4.4.2 the failure by the Owner to provide adequate instructions to the Agent in respect of any matter arising under this Agreement or to provide adequate monies to the Agent to enable the Agent to properly carry out the Agent's obligations under this Agreement;</p> <p>4.4.3 any loss or damage whatsoever to the Premises or to any goods and chattels on the Premises, or injury to any person accessing the Premises;</p> <p>except to the extent such liability is attributable to the negligence or default of the Agent.</p> <p>4.5 The indemnities contained in clause 4.4 survive the expiration or termination of this Agreement.</p> <p><b>Owner Acknowledgments</b></p> <p>4.6 The Owner acknowledges that:</p> <p>4.6.1 the Agent may transfer, sell or assign the Agent's rights under this Agreement to a third party without the prior consent of the Owner (if allowed by law) and upon such transfer the Owner and the third party will be bound by the terms and conditions of this Agreement;</p> <p>4.6.2 the Agent may receive an offer of or receive a commission, fee or reward from another party in regard to the performance of the duties or functions to be carried out by the Agent and the Owner consents to the Agent receiving such commissions, fees or rewards as notified by the Agent in writing;</p> <p>4.6.3 the Agent's duties and obligations are limited to those contained in this Agreement or as otherwise agreed in writing by the parties;</p> <p>4.6.4 the Agent gives no warranty or other assurance as to the credit worthiness or financial status of any tenant;</p> <p>4.6.5 the Agent is expressly authorised by the Owner to carry out the duties and obligations attributed to the Agent pursuant to this Agreement including, but not limited to, authority to carry out the activities outlined in clause 5 below;</p> <p>4.6.6 the Agent is expressly authorised to deduct from the Agent's Trust Account any monies due and payable by the Owner to the Agent pursuant to this Agreement including but not limited to, the Agent's Fees, the Expenses, the Outgoings and any payments due under clause 3, from any monies received by the Agent for and on behalf of the Owner,</p> <p>4.6.7 the Agent is not responsible for any damage caused by any tenant,</p> <p>4.6.8 the Owner is responsible for the payment to service providers of repairs and maintenance that the Agent has issued instructions to on the Owner's behalf.</p> <p>4.6.9 It is the Owner's obligation to ensure a smoke alarm and two RCDs are installed to the Premises and maintained in accordance with the statutory regulations.</p>
<p><b>5 Agent's Obligations</b></p>	<p><b>Property Letting</b></p> <p>5.1 Unless otherwise specified in the Schedule, the Agent will:</p> <p>5.1.1 use reasonable endeavors to let or re-let the Premises (as applicable) as and when they become vacant, at the Rental range and for the preferred term specified in Item 5, or at such other rental as the Owner from time to time may nominate in consultation with the Agent but in accordance with market conditions;</p> <p>5.1.2 at the Owner's expense, advertise the Premises to let in an appropriate manner;</p> <p>5.1.3 interview prospective tenants and conduct any necessary checks (as determined by the Agent);</p> <p>5.1.4 negotiate the terms and conditions of tenancy with any prospective tenants;</p> <p>5.1.5 at the Owner's expense, prepare a residential tenancy agreement, and execute such an agreement and any other documents which may be required under the Act on behalf of the Owner.</p> <p>5.2 Where it is agreed that certain letting obligations will not apply to this Agreement, the corresponding sub-clause of clause 5.1 will not apply.</p>

	<p><b>Property Management</b></p> <p>5.3 Unless specified otherwise in the Schedule, the Agent will:</p> <p>5.3.1 use reasonable endeavors to collect the Gross Rental and other monies (if any) from the tenants;</p> <p>5.3.2 pay Outgoings from monies collected by the Agent, upon receiving accounts from or for the Owner. Subject to the Agent holding sufficient funds in trust the Agent is authorised to pay the Agent's Fees, Expenses and the Outgoings listed in Items 7, 8, 9 and 10 relating to the Premises on behalf of the Owner;</p> <p>5.3.3 account and render statements in writing to the Owner for all monies received, paid or appropriated and to pay all remaining monies due to the Owner as specified in Item 11;</p> <p>5.3.4 inspect the Premises from time to time when deemed necessary by the Agent and, if requested by the Owner, will report in writing to the Owner on the general condition of the Premises;</p> <p>5.3.5 advise the Owner of any major damage to or accident occurring in or on the Premises as soon as reasonably practicable upon the Agent becoming aware of the same;</p> <p>5.3.6 at the expense of the Owner, effect any maintenance or repairs to the Premises as deemed necessary by the Agent, without notice to the Owner, provided that the cost in any case does not exceed the amount specified in Item 9;</p> <p>5.3.7 despite clause 5.3.6, at the expense of the Owner, effect any maintenance or repairs to the Premises whatsoever (without regard to the limit specified in Item 9 of the Schedule) where, in the reasonable opinion of the Agent, such maintenance or repair relates to an emergency, provided that the Agent will use reasonable endeavours to contact and gain the approval of the Owner to engage such maintenance and repairs prior to authorising such expenditure;</p> <p>5.3.8 at the expense of the Owner, arrange for any device or keys to the Premises to be provided to the Tenant for the purposes of entering the Premises;</p> <p>5.3.9 assist the Owner in relation to insurance claims and other insurance matters in respect of the Premises as and when required to do so;</p> <p>5.3.10 advise the Owner if the Premises are or are to become vacant as soon as practicable after the Agent becomes aware of it and will seek the Owner's instructions as to re-letting;</p> <p>5.3.11 advise the Owner as and when tenancies become due for renewal and/or expiry;</p> <p>5.3.12 negotiate the terms and conditions of extensions or renewals of residential tenancy agreements with tenants;</p> <p>5.3.13 assess and determine any application for assignment or subletting of a tenancy;</p> <p>5.3.14 use reasonable endeavors to advise the Owner of any known breach of terms of any residential tenancy agreement as soon as reasonably practicable upon the Agent becoming aware of it;</p> <p>5.3.15 complete and serve all application forms and notices required which may be served by the Agent on behalf of the Owner under the Act;</p> <p>5.3.16 at the Owner's expense, appear before the Magistrates Court or any other relevant authority on behalf of the Owner;</p> <p>5.3.17 attend at the Premises as reasonably required and complete and serve any documentation, as required under the Act;</p> <p>5.3.18 receive, lodge and disburse from the Security Bond in accordance with the lease and the Act;</p> <p>5.3.19 make Tenant Enquiries before any letting.</p> <p>5.4 In performing its obligations under this Agreement, the Agent agrees to act with due care and diligence.</p> <p>5.5 Where it is agreed that certain management obligations will not apply to this Agreement, the relevant sub-clause of clause 5.3 will not apply.</p>
<p><b>6 Agents Fees and Expenses</b></p>	<p>6.1 In consideration of the Agent performing its obligations under this Agreement, the Owner must pay the Agent the Agent's Fees, and reimburse the Agent for the Expenses and the Outgoings (if any) pursuant to this Agreement including, but not limited to, those specified in Items 7, 8, 9 and 10. They are payable immediately upon the entitlement arising.</p> <p><b>Payment of Agent's Fees</b></p> <p>6.2 Subject to clause 6.4, where the Agent introduces or otherwise procures for the Owner a tenant and the Owner then enters into an agreement to let the Premises to that tenant or to that tenant's nominee, or if the Premises are let by any other means during the Term the Owner must at that time pay to the Agent the Agent's Fees for letting the Premises.</p> <p><b>Payment of Expenses</b></p> <p>6.3 The Owner agrees that if any residential tenancy agreement between the Owner and a tenant introduced by the Agent pursuant to this Agreement is terminated or lapses by reason of the Owner's breach or default or the Owner being unwilling to proceed with the residential tenancy agreement, then such conduct by the Owner will be a breach of the Owner's obligations under this Agreement. In such circumstances the Owner will, in addition to any other monies payable under this Agreement, be liable to pay to the Agent as liquidated damages an amount equal to 50% of the Agents Fees for letting and management which would have been payable if the residential tenancy agreement had not lapsed or terminated. The parties acknowledge that this is a genuine pre-estimate of the loss the Agent would incur in relation to such a breach.</p> <p>6.4 The Owner will not be required to pay the Agent's Fees to the Agent where, during the period in which the Premises are let, this Agreement has been properly terminated.</p> <p>6.5 The Owner must pay to the Agent the amount of the Expenses specified in Item 7 and actually incurred by the Agent.</p> <p><b>Review of Agents Fee</b></p> <p>6.6 The Agents Fees will be reviewed on the dates set out in Item 7.5 of the Schedule. Unless agreed otherwise, on the review dates the Agents Fees will be increased by the percentage referred to in Item 7.5 or if no figure is stated then it will be increased by multiplying the Agents Fee payable immediately prior to the review date by a fraction obtained by dividing the Consumer Price Index All Groups (Perth) for the quarter last published prior to the review date by the Consumer Price Index All Groups (Perth) for the quarter last published prior to the commencement of the Term (in the case of the first review) or the previous review date (in the case of each other Agent's Fee review).</p>



	<p><b>Fee Disputes</b></p> <p>6.7 If the Owner disputes the fee payable to the Agent on the grounds that it is unjust the Owner may refer the dispute to the Real Estate and Business Agent's Supervisory Board for assistance or the Real Estate Institute of Western Australia (Inc.) for arbitration.</p>
<p><b>7 Goods and Services Tax (GST)</b></p>	<p><b>The Agent and the Owner acknowledge and agree that:</b></p> <p>7.1 If GST applies to any supply made under or in connection with this Agreement by either the Agent, the Owner or a third party:</p> <p>7.1.1 the Agent may, in addition to any amount or consideration expressed as payable in respect of the supply, recover from the Owner an additional amount on account of GST; and</p> <p>7.1.2 the Owner will pay to or reimburse to the Agent or to a third party (as the case may be), any additional amount on account of any GST that is or was incurred, paid or payable by the Agent and/or the Owner in respect of that supply; and</p> <p>7.1.3 the amount payable by the Owner to the Agent or to a third party in respect of that supply will be increased by the product of:</p> <p>7.1.3.1 the rate at which GST is imposed at that time; and</p> <p>7.1.3.2 the amount or consideration payable for the relevant supply.</p> <p>7.1.4 the Owner will pay any additional amount on account of GST at the same time as the payment for the relevant supply is payable or at another time as directed by the Agent.</p> <p>7.2 The Owner agrees to pay and indemnify the Agent against any taxation penalties and/or interest that may be charged or levied against the Agent in respect of any GST liability under or in connection with this Agreement.</p> <p>7.3 If for any reason any supply made under or in connection with this Agreement is not GST free or input taxed (as the case may be) as contemplated by the parties, then the Owner will on demand pay to the Agent by way of further consideration for the supply, an amount calculated in the manner specified in clause 7.1 including any penalties and/or interest incurred by the Agent under the GST Law.</p> <p>7.4 Clause 7 shall survive the expiration or termination of this Agreement.</p>
<p><b>8 Privacy Act 1988</b></p>	<p>8.1 The parties agree and acknowledge that the Agent uses personal information collected from the tenants and the Owner to act as the Owner's agent and to perform its obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients. The use of such information by the Agent may include, but is not limited to, use on the internet.</p> <p>8.2 The Agent may disclose information to other parties including tradespersons, other agents, media organisations, potential buyers, clients of the Agent (both existing and potential), parties engaged to evaluate the Premises, owners, corporations, government and statutory bodies (including, but not limited to, the Magistrates Court), financial institutions and third parties as required by law.</p> <p>8.3 Further, the Agent may disclose the information to other real estate and business agents who may in the future be purchasing or considering purchasing the Agent's real estate business, rent roll or other goodwill portion of the Agent's business.</p> <p>8.4 The Agent will only disclose information in this way to other parties as required to perform its duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988.</p> <p>8.5 If the Owner would like to access this information, the Owner can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Owner can also correct this information if it is inaccurate, incomplete or out-of-date, by advising the Agent in writing.</p> <p>8.6 Real estate and tax law requires some of this information to be collected. If the information is not provided, the Agent may not be able to act effectively on the Owner's behalf or at all.</p>
<p><b>9 Disputes</b></p>	<p>The Owner has the right to refer any dispute that arises with the Agent to a number of different institutions. Depending upon the nature of the dispute these institutions may include the Real Estate and Business Agents Supervisory Board, the civil and criminal legal systems, the Western Australian Department of Consumer and Employment Protection and the Australian Competition and Consumer Commission.</p>
<p><b>10 Additional Conditions</b></p>	<p>This Agreement includes the additional terms and conditions as specified in Item 14 and any annexures.</p>
<p><b>11 General</b></p>	<p>11.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in Western Australia and the parties submit to the non-exclusive jurisdiction of the Courts of that State.</p> <p>11.2 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever that provision from this Agreement.</p>







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**EXCLUSIVE MANAGEMENT AUTHORITY FOR RESIDENTIAL PREMISES**

**Annexure to Schedule**

**APPROVED BY THE REAL ESTATE INSTITUTE OF WESTERN AUSTRALIA INCORPORATED  
FOR THE EXCLUSIVE USE OF REIWA MEMBERS**

*~~This Annexure page is to be used only if there is insufficient space in the Schedule.  
Please insert the relevant corresponding Item number and heading.  
List Items, with appropriate sub-headings and cross reference with terms of the Agreement.~~*

ITEM	Description:



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**EXCLUSIVE MANAGEMENT AUTHORITY FOR RESIDENTIAL PREMISES**

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Please insert the relevant corresponding Item number and heading.  
List items, with appropriate sub-headings and cross reference with terms of the Agreement.*

ITEM	Description:

**PROPERTY INFORMATION**

For the Property at .....

Date of Handover ..... Settlement .....

Vacant  Tenanted  Fixed Term  Periodic

Expiration date of fixed term .....

Current Agents private .....

Keys and remotes .....

House  Duplex  Villa  Townhouse  Apartment  Unit

Furnished  Unfurnished

Single Level  Two storey  No in complex .....

Facilities: Security gates  Gym  Sauna  Spa  Pool  Tennis Court

Bedrooms 3 Bath 1 Toilets ..... Living Areas .....

Kitchen  Kitchen/meals  Kitch/meal/fam

Hot plates  Gas  Electric  Oven  Gas  Electric

Make and model ..... Make and model .....

Dishwasher  Make and model .....

Gas bayonet: Lounge  Family  .....

Patio Enclosed yard

Pool  Below ground  Above ground  Saltwater  Chlorine

Pool pump/filter make and model: .....

Parking  1  2  3  On road  .....

Garage  Carport  Undercover  Car bay

Hot water system: Gas  Electric  Solar  Heat Pump  Instantaneous

Make and model: ..... Warranty: 5 years  10 years

Air conditioner: Reverse cycle  Ducted  Cooling  Ceiling fans

Make and model: ..... Installed: .....

Reticulation: Bore  Mains  Shares bore  Auto  Manual

Mains Powered Smoke Alarm(s)  Long Life Battery Smoke Alarm (no wall cavity)  RCD (x2)

Security: Window locks  Dead locks  Security doors  Roller shutters  Security windows

Security alarm  Code: ..... Monitoring  Tenant to pay  Owner to pay

Sewerage: Sewer  Septic

Septic tanks decommissioned Yes  No

Included in Rent:

Lawn Mowing Yes  No

Gardening Yes  No

Pool Service Yes  No

Pool Chemicals Yes  No

Items under warranty .....

Instruction manuals: .....

Pets: Yes  No  Inside  Outside  Type .....

Smokers: Yes  No  Inside  Outside

# EXCLUSIVE MANAGEMENT AUTHORITY FOR RESIDENTIAL PREMISES

For the Property at

.....  
(address)

## EXECUTED AS AN AGREEMENT

Dated this ..... day of .....20 .....

Signed by or on behalf of the **Owner** .....

If a corporation, then the Owner executes  
this Agreement pursuant to s.127 of the  
Corporations Act

.....  
Name

Signed by or on behalf of the **Owner** .....

.....  
Name

Signed by or on behalf of the **Owner** .....

.....  
Name

Signed for and on behalf of the **Agent** .....

<b>RECEIPT</b>	
The Owner acknowledges receipt of a copy of this Agreement	
Owner's initials: _____	Dated: ____ / ____ / ____
Owner's initials: _____	Dated: ____ / ____ / ____
Owner's initials: _____	Dated: ____ / ____ / ____

<b>OFFICE USE ONLY</b>	
Copy of Agreement provided to Owner	
Agent's initials: _____	Dated: ____ / ____ / ____

### OWNER - PLEASE NOTE

1. REIWA recommends that you should not sign any document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REIWA is a breach of Copyright.

**NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES**