

Distinct Property Management Pty Limited

FIXED PRICE

MANAGING AGENTS AGREEMENT

Exclusive Managing Agents Agreement

Fixed Price Agreement (FPA)



Schedule 1: Parties to the Agreement

Please note that all owners of the property must be noted as Principals and each Principal must sign this agreement. This FPA is only available where the expected rent is \$300 per week or more.

Principal Name:			
ABN/ACN:		GST Registered	Yes <input type="checkbox"/> No <input type="checkbox"/>
Principals Address**:			
	Postcode		
Contact Details:	W	AH	M
Email (required)	E:		

Principal Name:			
ABN/ACN:		GST Registered	Yes <input type="checkbox"/> No <input type="checkbox"/>
Principals Address**:			
	Postcode		
Contact Details:	W	AH	M
Email (must not be the same as Principal 1)	E:		

**Please ensure the Principal's address is not the same as the Property to be managed

Agent:	Distinct Property Management Pty Limited		
ABN/ACN	23 147 076 882	Licence 10003047 (NSW) Licence 18401636 (ACT)	
Licensee:	Mrs Brooke Scullin ACT lic 18401635 NSW lic 20006270		
Trading as:	Distinct Property Management		
Address:	Unit 3, 27 Yallourn Street Fyshwick ACT 2609		
	PO Box 94, MITCHELL ACT 2911		
	P: 02 6140 5900	E: hello@distinctpm.com.au	
	F: 02 6145 2170	After hours: 0424 152 526	
Office Hours	9am to 5pm Monday to Friday, excludes Public Holidays		

Schedule 2: Details of Property to be Managed "The Premises"

Full Address:			
	Postcode		
	Block		Section
Complex Name:			Strata No.
Strata Manager:			
Description	<input type="checkbox"/> House <input type="checkbox"/> Townhouse <input type="checkbox"/> Unit <input type="checkbox"/> Apartment <input type="checkbox"/> Other <input type="checkbox"/> Unfurnished <input type="checkbox"/> Furnished <input type="checkbox"/> Lock up Garage <input type="checkbox"/> Carport <input type="checkbox"/> Allocated Off-street Parking		
	Number of parking spaces:		Number of Bedrooms:
EER (ACT Only)			

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Fixed Price Agreement (FPA)



Schedule 3: **Accounts** & Disbursements

Rent to be disbursed into the following account	
Bank:	
Account Name:	
BSB:	Account
The following disbursements indicated are to be paid by Distinct Property Management on behalf of the Principal(s):	
Account	<input type="checkbox"/> All accounts to be paid by the Principal* <small>*excludes trade invoices unless noted otherwise in Special Conditions</small>
Paid by Distinct from rent received into Trust	<input type="checkbox"/> Rates & Land Tax <input type="checkbox"/> Water/Sewerage <input type="checkbox"/> Strata Levies <input type="checkbox"/> Trade Invoices <input type="checkbox"/> Smoke Alarm Service (mandatory for NSW) <input checked="" type="checkbox"/> Distinct Property Management Fees as per Schedule 6: Fees

Schedule 4: **Emergency** Contact

If I (the Principal) am unable to be contacted after trying each of the nominated contact methods, I request that you contact the following person who is authorised by me (the Principal) to act on my behalf in regard to instructions for the nominated property. I acknowledge that if I do not nominate an alternate contact and I cannot be contacted after reasonable attempts to do so, Distinct will take appropriate action in my absence on my behalf in accordance with the governing legislation and industry best practice.	
Name:	
Address:	
	Postcode
Date of Birth	Required for security verification purposes
Contact Details:	W AH M
	E

Schedule 5: Agents **Appointment**

The Principal(s) hereby appoints the Agent exclusively to lease and manage the Property in accordance with this agreement. It is agreed that the Agent may from time to time delegate to the Agent's employees all or any of the authority vested in the Agent.	
Date of Appointment	
Minimum Tenancy Term to be offered	<input type="checkbox"/> 3 months <input type="checkbox"/> 6 months <input type="checkbox"/> 12 months <input type="checkbox"/> Other If other please specify:
Maximum Tenancy Term to be offered	<input type="checkbox"/> 6 months <input type="checkbox"/> 12 months <input type="checkbox"/> 24 months <input type="checkbox"/> Other If other please specify:
At the end of each tenancy the Agent is authorised to:	<input type="checkbox"/> Re-lease the Property as per the above agreed minimum and maximum durations <input type="checkbox"/> Review the rent when in the opinion of the Agent such a review is appropriate <input type="checkbox"/> Refer to the Principal for instructions prior to re-letting the property
Desired Rental	\$ _____ Per Week payable weekly, fortnightly or calendar monthly in advance
Rental Bond	Equivalent to 4 weeks rent in respect of each tenancy

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Fixed Price Agreement (FPA)



Groups (3 or more persons on tenancy)	<input type="checkbox"/> Considered on application <input type="checkbox"/> Strictly No Groups
Pets	<input type="checkbox"/> Considered on application <input type="checkbox"/> Strictly No Pets
Signage	For Lease Sign to be installed <input type="checkbox"/> Yes <input type="checkbox"/> No
Special Conditions	<input type="checkbox"/> Fair Posting Clause Required <input type="checkbox"/> Solar Panel Clause
Special Instructions	(example – Please use the following tradesperson for plumbing issues)

Schedule 6: Fees

Schedule 6 – Schedule of Fees & Reimbursements			
The Agent shall be entitled to the following fees which are due and payable at the time of disbursement.			
Fee Option 1: DPM Fixed Price Agreement (All Inclusive)			
Single flat monthly fee that covers all services offered.			
Additional fees apply for ACAT/NSW Fair Trading applications/attendance and cancellation fees apply.			
i	Monthly Management Fee	A management fee of 10% of all monies collected on behalf of the Principal.	10% + GST
<p>NOTE: Where management is cancelled whilst a fixed term tenancy is in place, or within the first 12 months of appointment a cancellation fee will apply.</p> <p><i>The cancellation fee is not applied if management is terminated due to ongoing unsatisfactory performance by Distinct.</i></p>			

Exclusive Managing Agents Agreement

Fixed Price Agreement (FPA)

ii	Management Fee	<p>A management fee of 10% of all monies collected on behalf of the Principal.</p> <p>The monthly management fee covers:</p> <ul style="list-style-type: none"> • Letting Fees • Advertising** • Lease Preparation • Lease Renewals • Condition Report • Use of the Distinct Online System • Open Houses • Professional Photography • Rental Appraisals • Creative Copy for Listing • Rental Arrears Management • Monthly & Annual Reporting • Property Inspections (routine and end of lease) • Maintenance • Tenant Enquiries • Accounts Processing • Application Management & Screening • Tenant Reference Checking 	10% + GST
iii	Advertising*	<p>Advertising is provided on the following sites.</p> <p>allhomes.com.au realestate.com.au domain.com.au rent.com.au distinctpm.com.au</p> <p><i>* feature advertising can be purchased (POA).</i></p>	<p>\$215 multiple advertising charge</p> <p>**Where advertising is required more than once in a 12 month period the \$215 surcharge will apply. The surcharge is applied at the time of advertising.</p>
iv	Miscellaneous	<p>Tribunal Attendance</p> <p>In the event that Distinct is required to attend at the ACT Civil and Administrative Tribunal (ACT) or Consumer, Trader and Tenancy Tribunal (NSW) this fee will apply.</p> <p>The fee will be charged for all work performed in relation to the hearing including the preparation of evidence in support of any claim/defence.</p> <p>In the event that Distinct is found by the tribunal (ACAT or CTTT) to have been in breach and that this breach resulted in the claim, Distinct will not charge a fee for services rendered relating to that specific hearing.</p>	<p>\$65.00 per hour minimum 2 hour charge</p> <p>ACAT & NSW Fair Trading Application Lodgement Fees are charged at the prescribed rate (acat.act.gov.au)</p>

Exclusive Managing Agents Agreement

Fixed Price Agreement (FPA)



v	Cancellation Fee if Management is cancelled	<p>Where management is cancelled WITHIN the first 12 months a fee equivalent to 10% plus GST of the expected rent* to the first anniversary date of appointment will apply.</p> <p>*Expected rent will be calculated as the daily rental multiplied by the number of days remaining until the anniversary date of appointment regardless of the lease status of the property. If the property is vacant the daily rental amount will be calculated using the first advertised price. If the property is not advertised the last daily rental amount on the most recently terminated lease will apply.</p> <p>Where management is ceased AFTER the first 12 months and the property has not been readvertised, a fee equivalent to 5% plus GST of the expected rent to the end of the fixed term tenancy agreement will apply.</p> <p>If the property has been advertised, and a new tenancy agreement has not been signed prior to management being cancelled a fee of 1 weeks rent will apply. 1 weeks rent will be calculated based on the first advertised price.</p>	<p>Within 12 months of appointment:</p> <p>10% plus GST until the first anniversary of appointment</p> <p>After 12 months of appointment:</p> <p>5% plus GST until the end of the fixed term lease*</p> <p>*additional fees apply if the property has been readvertised</p>
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Distinct Property Management Pty Limited Managing Agency Agreement

1. Principal(s)

See Schedule 1: Parties to the Agreement

2. Property

See Schedule 2: Property to be Managed

3. Agent

Distinct Property Management Pty Limited
(Distinct) (ABN 23 147 076 882)
Unit 3, 27 Yallourn Street Fyshwick ACT 2609
ACT Licence No. 18401636
NSW Licence No. 20006270

4. Agent's Authority

The Principal warrants that the Principal has authority to enter this agreement and authorise Distinct Property Management to exclusively lease and manage all or part of the property.

5. Appointment

This authority:

- Commenced on the date as specified in Schedule 5 – Agents Appointment
- Can be terminated by either party giving not less than **30 days** written notice without prejudice to either party's rights accrued or obligation incurred prior to the effective termination
- Is vested in Distinct Property Management by this agreement will deemed to be vested in its employees from time to time.

6. Assignment

Distinct Property Management may assign its rights and obligations under this agreement to another licensed estate agent ("the assignee") by giving written notice to the principal. If the principal does not object within 14 days of receipt of Distinct's notice, the assignee is deemed to hold this agreement as if the assignee was Distinct in this agreement and was the agent that provided all the notices and disclosures set out in this agreement.

7. Rent Statements

Distinct shall render a statement accounting for monies received and expenses incurred on behalf of the Principal and for fees and charges retained in respect of the services provided on a monthly basis. The balance, less disbursements, shall be remitted to the Principal by way of payment specified in Schedule 3 – Accounts & Disbursements. If at any time amounts payable exceed the balance of the Principal's account, the Principal agrees to immediately pay the excess amount to Distinct upon request.

8. Letting

Distinct is authorised to lease the Property on the following conditions:

- The term of the tenancy agreement is to be twelve (12) months (or as otherwise instructed in writing).
- The rental terms are specified in Schedule 5.
- The rental bond is the equivalent of 4 weeks rent for each property.
- This appointment is for the initial leasing of the Property, subsequent re-leasing to the initial tenant, and each subsequent leasing to a new tenant as detailed in Schedule 5.
- Distinct shall endeavour to verify references from any prospective tenant.
- At the end of each tenancy agreement or in the event of vacancy, Distinct is authorised to re-let the property from the end of the tenancy or vacancy by the tenant, for an amount specified in Schedule 5 – Agents Appointment or another amount specified by the Principal.

9. Warranties

The Principal warrants that the Property and the fittings and fixtures at the property are not in a dangerous condition and that if any dangerous condition comes to the Principal's knowledge, the Principal will notify Distinct immediately of such dangerous conditions. If any damage occurs to any person because of the dangerous condition of the Property, the Principal will indemnify and hold harmless Distinct and any sub-contractors against all legal claims and proceedings which may arise because of such dangerous conditions. The Principal will indemnify and hold harmless Distinct in relation to any claim arising from the principal's failure to repair a dangerous condition in the property of which the Principal is aware, or of which the Principal has received notice from Distinct, the tenant or any official body.

10. Release from Rent Control

The Principal agrees that the Property is not subject to any form of rent control pursuant to the Landlord and Tenant (amendment) Act 1948.

11. Fees and Charges

For the provision of Property Management, Leasing and ancillary services, Distinct will be entitled to the fees and reimbursements as detailed in Schedule 6 – Schedule of Fees and Reimbursements. These fees and are payable before any rent or other monies payable to the Principal. These are a fee for services and are non-refundable (without limiting consumer rights). Fees (excluding the monthly management fee) are subject to change with 30 days written notice. Any fees/refunds due and payable that have not been paid by the invoice due by the Principal may be paid by Distinct on behalf of the Principal.

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Fixed Price Agreement (FPA)

12. Authority

Distinct is authorised to carry out the following duties on the Principal's behalf:

- a. Obtain references from prospective tenants, arrange inspections of the Property by prospective tenants and chose a tenant.
- b. Enter into and sign a Tenancy Agreement
- c. Undertake inspections of the Property
- d. Effect repairs to and maintaining the Property or engaging tradespersons to do so, provided that the expenditure in excess of the amount set out in Schedule 6 – Schedule of Fees and Reimbursements for any one item will not be incurred by Distinct without obtaining the Principal's approval, except where it is Distinct's opinion that because of an emergency, the repairs are necessary for the protection of the property or the supply of essential services to the tenant.
- e. Pay disbursements and expenses incurred in connection with Distinct's management of the Property as set out in Schedule 6 – Schedule of Fees and Reimbursements.
- f. Collect rent.
- g. Forward to the Principal copies of any documents signed by Distinct on behalf of the Principal.
- h. Receive, claim, collect, distribute, lodge and refund rental monies and rental bond monies.
- i. Serve notices for breach of the tenancy agreement.
- j. Undertake the necessary steps to obtain vacant possession and recover any money owing to the Principal in relation to the tenancy of the Property.
- k. Represent the Principal in any Tribunal or Court proceedings in respect of the tenancy of the Property.
- l. Pay accounts for amounts owing in relation to the Property (e.g. water rates and charges, council rates, maintenance expenses, and Owner's Corporation Levies (as set out in Schedule 3 – Accounts and Disbursements and Schedule 6 - Schedule of Fees and Reimbursements)
- m. Advertise the Property for letting or re-letting.
- n. Review the rent at the end of tenancy.
- o. Periodically review the rent when considered appropriate.
- p. Allow prospective tenants to inspect the Property by appointment, accompanied by a representative of Distinct.
- q. Issue receipts for monies received.
- r. To do such lawful things as directed by the Principal in writing from time to time.
- s. Update addresses for notices on behalf of Principal

13. Notices in writing

The Principal agrees to receive written notices and official correspondence by email. Any notices provided by Distinct Property Management that are emailed are agreed to have been provided 'in writing'.

14. Distinct's Indemnity and Liability

The Principal will hold harmless and keep Distinct indemnified against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against Distinct in the course of, or arising out of the proper performance or exercise of any of the powers, duties or authorities of Distinct pursuant to this agreement. Such indemnity shall include but not be limited to any claims and legal proceedings arising out of or in connection to any liability, damages or injuries incurred by any person as a result of the erection of "For Lease" signage at the Property by Distinct on behalf of the Principal.

15. Disputes

The Principal is entitled to have any dispute the Principal may have with Distinct determined by an appropriate authority such as the Consumer Trader and Tenancies Tribunal in NSW or the ACT Civil and Administrative Tribunal in the ACT.

16. Privacy

Distinct uses personal information collected from or about the Principal to act as the Principal's Agent and to perform Distinct's obligations under this agreement. If the Principal would like to access this information they can do so by contacting Distinct at the address and contact details included in this agreement. The Principal can also correct this information if it is inaccurate, incomplete or out-of-date. Real estate and tax laws require some of this information to be collected and reported on.

17. Financial and Investment Advice

Any financial advice or investment advice provided by Distinct to the Principal is of a general nature only whose preparation does not take into account the individual circumstances, objective, financial situation or needs of the Principal. The Principal is advised to consult with their own independent financial and/or investment advisor.

18. Disclosure or Rebates, Discounts or Commissions in respect of Expenses

In respect to any expenses to be incurred by the Principal or Distinct on behalf of the Principal pursuant to this agreement, Distinct discloses that it may receive rebates, discounts or commissions from third parties as specified in a separate document to this.

19. Landlords Insurance

It is a condition of this agreement that the Principal will ensure that the Property is continually covered by a Landlords Insurance Policy and that this policy shall not lapse while this agreement is in place.

20. Legislative Compliance

The Principal warrants that the Property complies with the relevant Council, State and Federal Legislation applicable to the leasing of a property. This may include, but is not limited to the installation of smoke detectors, water efficiency measures and electrical compliance.

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21. Disbursements

Strata Plan No: _____ Lot No: _____

Strata Manager: _____

Contact Phone Number: _____

Email: _____

Address: _____

22. Solicitor's Details (new purchases only)

Name: _____

Contact Phone: _____

Email: _____

Address: _____

23. Insurance Policies

a. Landlords Insurance (Mandatory)

Insurers Name: _____

Policy Number _____ Expiry: _____

b. Building Insurance

Insurers Name: _____

Policy Number _____ Expiry: _____

c. Insurance Policies

Contents Insurance

Insurers Name: _____

Policy Number _____ Expiry: _____

Household/Fire	Yes No
Public Liability	Yes No
Plate Glass	Yes No
Workers Comp	Yes No

24. Copy of Agreement

The Agent and the Principal acknowledge and confirm that prior to the signing of this agreement both parties have read and understood and agreed to the terms and conditions. The Principal acknowledges being served with a copy of this agreement.

25. Water Efficiency Measures

If the property is in New South Wales, does the Property contain the water efficiency measures prescribed by Legislation?

Yes | No | Don't Know

Note: If the prescribed measures are not installed, the landlord may be prevented from recovering water usage charges from the tenant.

26. Special Instructions or Additional Information

SIGNED AS AN AGREEMENT AND AUTHORITY TO ACT

Signature of Principal (1):

Print Name: _____

Date: _____

Signature of Principal (2):

Print Name: _____

Date: _____

Signed by Distinct Property Management Pty Limited

Print Name: Brooke Scullin

Position: Principal Licensee

Date: _____

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Asbestos Declaration

Please note that fines and penalties exceeding \$1M apply for the provision of false or misleading declarations relating to the presence of Asbestos at a property.

Please refer to www.asbestos.act.gov.au for further information.

Please delete/strikeout whichever statements **do not** apply.

1. After conducting reasonable checks, we **are not aware** of the use or presence of any asbestos or related asbestos products in the Property.

OR

2. We believe **it is possible** or likely **that there is asbestos** or asbestos related products in the Property.

AND

- i) We have had the property **professionally inspected** for asbestos and **no evidence of asbestos** was found and a copy of the inspection report is attached as evidence in support of this claim.

OR

- ii) We have had the property **professionally inspected** for asbestos and **evidence of asbestos** was found, appropriate **remedial action has been completed** and a certificate demonstrating this is attached as evidence in support of this claim.

OR

- iii) The Property has been identified as having had loose fill asbestos insulation (sometimes referred to as 'Mr. Fluffy'). *(Note: Properties containing Mr Fluffy asbestos are now classified as unfit for habitation under the Dangerous Goods Act and cannot be tenanted.)*

I/We make this declaration to the best of our knowledge, having made reasonable attempts to ensure its accuracy and validity.

Signed & Declared by Principal (1):

Signed & Declared by Principal (2)

Print Name: _____

Print Name: _____

Date: _____

Date: _____

***If you believe there may be asbestos or asbestos related products at the property and it has not been professionally inspected, an inspection can be arranged through Distinct Property Management by contacting our office.*

***A copy of this declaration will be made available to tenants on request.

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Please complete the below if you have nominated Distinct Property Management to receive and pay Water & Sewerage accounts for your property.

ACTEWAGL
GPO BOX 366
CANBERRA CITY ACT 2601

Dear Sir/Madam

RE: AUTHORITY TO REDIRECT WATER AND SEWERAGE RATES

Could you please forward all water and sewerage notices for:

Owner(s) Name:

Account Number: *(if known)*

Block Section Unit

Property Address:.....

Owners Signature:.....

To

Distinct Property Management
PO Box 94
MITCHELL ACT 2911

Please note: If the owner has a current online account with ACTEW or a direct debit payment established, please ensure these are cancelled and that all future accounts are posted to Distinct Property Management as per the attached request.

Sincerely

Property Manager
Distinct Property Management



NOTIFICATION OF APPOINTMENT OF AN AGENT FOR RATES AND LAND TAX AND NOTIFICATION OF RENTAL STATUS OF A RESIDENTIAL PROPERTY

This form should be faxed to the ACT Revenue Office on 6207 0036 or sent to PO Box 252, Civic Square ACT 2608. For general enquiries about Rates or Land Tax please call 6207 0049 or visit the ACT Revenue Office website at www.revenue.act.gov.au.

PROPERTY

SUBURB _____ SECTION _____ BLOCK _____ UNIT _____

Name of Owner/s: _____

Account Number (if known): _____

APPOINTMENT OF AN AGENT FOR RATES AND LAND TAX

I/We _____ (Name of Owner/s) hereby notify the Commissioner for ACT Revenue that Distinct Property Management Pty Limited (Agent's Name) has been appointed as my Agent for the above property and is hereby authorized to provide the Commissioner for ACT Revenue with information regarding the rental status of the property for land tax purposes. Please send all future rates and land tax notices to my Agent at the following address:

Address: PO Box 94, MITCHELL ACT Postcode: 2911

Signature of Owner/s: _____ Date: / /

Agent's Telephone Number: 02 6140 5900 Agent's Fax Number: 02 6145 2170

Please Note: Under Section 53 of the *Taxation Administration Act 1999* Agents may be required to fulfil any undischarged obligation of a taxpayer where the agent has possession, control or management of the taxpayer's business or property.

RENTAL STATUS OF A RESIDENTIAL PROPERTY

The *Land Tax Act 2004* (Sections 14(1) and 14(2)) requires the owner of a parcel of residential land to notify the Commissioner for ACT Revenue in writing, within 30 days, if the property continues to be rented on the change of ownership or subsequently becomes rented at any time. In respect of the abovementioned property I advise that the following circumstances apply:

- Please place an X in the appropriate box*
- This property is currently listed for rental but is not rented yet. I will further advise you when the property becomes rented.
 - This property has been rented from _____ (date).
(Please provide details of dates the property has been rented for any periods not previously advised).
 - This property will be rented from _____ (date).
I will advise you if there is any change to this date.
 - Please change the mailing address for notices (if applicable) to _____

Signature of Owner/s or Agent: _____ Date: / /

Giving false or misleading information is a serious offence (Section 338 *Criminal Code 2002*).

Received on / /

Change of Address Actioned by: _____ Date: / /

Notice of Rental Status Actioned by: _____ Date: / /

Phone No. for Enquiries: 6207 _____ Reply Faxed: _____

PART 1

PART 2

**REVENUE OFFICE
USE ONLY**