

This Form must be completed and a copy given to the Client before the Agent performs any service for the Client. Failure to do so may result in a penalty and loss of commission.

PAMD Form 20a

Property Agents and Motor Dealers Act 2000
This form is effective on and from 2 July 2002

APPOINTMENT OF AGENT - LETTING AND PROPERTY MANAGEMENT

WARNING THE CLIENT IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS FORM.

This Form enables a person ("Client") to appoint a Real Estate Agent or a Restricted Letting Agent ("Agent") to perform one or more letting, leasing or property management services for the Client.

1. CLIENT

Name:
Address:
Telephone No: () Facsimile No: ()
Mobile Telephone No: () Email:
ABN: Registered for GST: YES NO

2. AGENT

Name: **That's Property Pty Ltd T/As That's Property**
ABN: **64 107 800 000**
Address: **191a Given Terrace, Paddington**
QLD, 4064
Telephone No: **(07) 3876 3744** Facsimile No: **(07) 3876 3244**
Mobile Telephone No: **0439 025 888** Email: **info@thatsproperty.com.au**
Licence No: **3033217** Licence Expiry Date: **22/03/2007**

3. PROPERTY

Address:
Lot: Plan:
Title Reference:

4. APPOINTMENT OF AGENT

The Client appoints the Agent to perform the following service/s:

- Letting/leasing of Property
- Collection of rent
- Other property management service/s [please specify]

Refer to Items Schedule & Terms of Appointment

(if insufficient space, please attach schedule)



4.1 Performance of Service

To the Agent: State how you will perform the service/s AND any conditions, limitations or restrictions on the performance of the service/s. [e.g. whether and how often Agent conducts property inspections, whether and to what limit Agent is authorised to supervise and carry out repairs and maintenance on property]

Refer to Item Schedule and Terms & Conditions

(if insufficient space, please attach schedule)

4.2 Type of Appointment

The appointment is a: Single appointment (for a particular service)
 Continuing appointment (for a number of services over a period)

End of continuing appointment: **Please note only 30 days notice required**

To the Client: If the appointment is a continuing appointment, you may revoke the appointment by giving 90 days notice in writing to the Agent, unless you and the Agent agree to a shorter notice period (but it must not be less than 30 days).

4.3 Listed rental charge:

\$
Per week unless otherwise instructed by the client, and the rent may vary due to seasonal market trends

5. COMMISSION

To the Client: *The Property Agents and Motor Dealers Regulation 2001* sets a **maximum amount** of commission chargeable by your Agent for the letting and collection of rent on residential property.

Please note you have a right to negotiate an amount lower than this amount of commission.

5.1 Agreed Commission

Please note that you (the Client) will have to pay Goods and Services Tax (GST) on any commission chargeable under this Appointment.

The Client and the Agent agree that the commission payable for the service to be performed by the Agent is

TOTAL COMMISSION \$ **Refer to Items Schedule Item B**
GST \$ **Refer to Items Schedule Item B**
TOTAL PAYMENT \$ **Refer to Items Schedule Item B**

To the Client: For collection of rent -

Percentage: Commission expressed as a percentage is worked out only on the amount of rent or leasing fee actually collected.

Amount: Commission expressed as an amount represents the commission payable if the property is rented at the listed rental charge (see section 4.3 above). If the actual rent charge, or the amount collected in any rental period, is higher or lower than the listed rent charge, the amount of commission payable may vary from the amount stated.

5.2 When Payable [*Agent to insert when commission is payable*] **Refer to Schedule Item B**

6. FEES AND CHARGES

Please note that fees and charges chargeable under this Appointment are inclusive of Goods and Services Tax (GST).

6.1 Amounts Payable - The fees and charges payable by the Client for the service are: [*Agent to insert*] (e.g. bank charges, fee for arranging and supervising repairs and replacements) **Refer to Items Schedule Item D**

6.2 When Payable - [*Agent to insert when fees and charges are payable*] **Refer to Schedule Item C**

6.3 The maximum value of repairs and maintenance to be paid by the Agent without prior approval by the Client is: **2 weeks rent for the repair and/or maintenance of any one item**

Note: The maximum amount of expenditure which a tenant may incur for emergency repairs is an amount equal to two weeks rent (S127(1) Residential Tenancies Act 1994).

7. EXPENSES

7.1 Authorisation to incur expenses

The Client authorises the Agent to incur the following expenses in relation to the performance of the service/s:
[Agent to complete in relation to each service or category of service]

7.1.1 Advertising/Marketing (if any):

As per Schedule of fees for Package 1, 2 or 3

7.1.2 Other [e.g. photocopying, telephone calls, facsimile transmissions, postage]

[please specify nature and amount of expense]

Refer to (a) Items Schedule and (b) Terms of appointment

[if insufficient space utilise Items Schedule Item R]

7.2 Agent's rebate, discount, commission or benefit

To the Agent: State the source and the estimated amount or value or any rebate, discount, commission or benefit that you may receive in relation to any expenses that you may incur in connection with the performance of the service:

Source	Estimated Amount (\$) / Value (%)
Landlord Protection Insurance Provider	Admin fee of 8-15% of premium on
\$ 15.00 for AON and \$17.00 for Terri Sheer at present	lodgement, prorata, & each renewal
Our Preferred Tax Depreciation Schedule Provider (ie Quantity Surveyor) www.depreciator.com.au - Scott Brunston	Admin fee of 10% of service fee upon receipt of Tax Depreciation Schedule

8. SIGNATURES

To the Client: If you want more information before you sign this form, you can visit the Office of Fair Trading's website at www.fairtrading.qld.gov.au

CLIENT

Name: _____
Signature: _____ ?
Date: / / _____

Name: _____
Signature: _____ ?
Date: / / _____

AGENT

Name: That's Property Pty Ltd
Signature: _____ ?
Date: / / _____

When performing this service, the Agent must comply with the code of conduct for Real Estate Agents or Restricted Letting Agents as set out in the *Property Agents and Motor Dealers (Real Estate Agency Practice Code of Conduct) Regulation 2001* or *Restricted Letting Agency Practice Code of Conduct*. You can obtain a copy of these Codes of Conduct on the Office of Fair Trading's website at www.fairtrading.qld.gov.au, from your local Office of Fair Trading (see White Pages) or by phoning (07) 3246 1500.

SCHEDULES OR ATTACHMENTS (if applicable)

ITEM

ITEMS SCHEDULE (in conjunction with PAMD Form 20a)

	Fee Type	Value (Specify \$ or %)	Inc. GST	
D FEES & CHARGES <i>(Continued)</i> Clauses 2.2, 4.1, 4.2, 6 & 10.7	12.		<input type="checkbox"/>	
	13.		<input type="checkbox"/>	
	14.		<input type="checkbox"/>	
	15.		<input type="checkbox"/>	
E PAYMENTS BY AGENT The Client authorises and directs the Agent to pay from rental the items marked to be paid <i>(Note: The Agent is not authorised to acquire financial or insurance products or advise on such products {unless licensed to do so in accordance with the Financial Services Reform Act 2001})</i> Clauses 9.6, 9.7, 10.7, 10.12 & 12	1. Insurance (List all insurance policies for property)			
		<u>To Pay</u>	<u>Insurer/Detail</u>	<u>Policy Number</u>
	(1) Building	<input type="checkbox"/>
	(2) Contents	<input type="checkbox"/>
	(3) Public Liability	<input type="checkbox"/>
	(4) Workers Comp.	<input type="checkbox"/>
	(5) Landlord Protection	<input type="checkbox"/>
	(6) Other:	<input type="checkbox"/>
	2. Body Corporate Levies			
	(1) Sinking Fund:	
(2) Administration Levy:		
(3) Other:		
3. Caretaking				
(1) Gardening:	<input type="checkbox"/>	
(2) Pool:	<input type="checkbox"/>	
(3) Pest:	<input type="checkbox"/>	
(4) Cleaning:	<input type="checkbox"/>	
(5) Repairs & Maintenance:	<input type="checkbox"/>	
4. Rates:	<input type="checkbox"/>	Council Rates On Behalf of Client		
5. Other:	<input type="checkbox"/>	
F TENANT'S PAYMENTS	<i>(Tick 'Yes' or 'No' if separately metered OR a percentage if not separately metered)</i>			
	Gas: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	100 %	Cable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	100 %
	Electricity: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	100 %	Telephone: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	100 %
	Water: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	100 %	Other: <input type="checkbox"/> Yes <input type="checkbox"/> No	0 %
G FURNISHINGS & FITTINGS INVENTORY Clauses 7.1, 11.2 & 11.3	To be prepared by Agent / Client			
	1. Inclusions (for use by tenant) <div style="border: 1px solid black; height: 40px; width: 100%;"></div> (Insert inclusions, for example, furniture or other household goods let with the premises, as would be noted on the General Tenancy Agreement. Attach list if necessary)			
	2. Exclusions (not for use by tenant) <div style="border: 1px solid black; height: 40px; width: 100%;"></div>			
H PERMITTED OCCUPANTS	Number: 0			
	Details: <div style="border: 1px solid black; height: 40px; width: 100%;"></div>			
I PETS Clauses 13.1(c) & 13.1(d)	Permitted: <input type="checkbox"/> Yes <input type="checkbox"/> No			
	Details (If any):			
J AGENT INSPECTIONS Clause 11	The Agent will perform <u> 3 </u> inspections per year and:			
	The Agent Will Perform 3 Inspections Per Year Allowing for Ingoing and Vacating Inspections			

TERMS OF APPOINTMENT (in conjunction with PAMD 20a)

1. APPOINTMENT OF AGENT

In consideration of and in accordance with the terms of this Agreement, the Client appoints the Agent and its permitted Assigns, and the Agent agrees to let and/or manage the property for the Client. Authority vested in the Agent by this Appointment shall be deemed to be vested in the Agents authorised employees.

2. PRIOR APPOINTMENT BY CLIENT

2.1 The Client has not appointed any other agent to let or manage the property, or has revoked in writing any prior appointment to act with respect to the property given to any other party.

2.2 If another party acts for the Client in providing the services set out in this Agreement, the Client will still be responsible for Commission and/or Fees to the Agent as outlined in this Agreement.

3. EXCLUSIVE APPOINTMENT

The Client by this Agreement appoints the Agent as Exclusive Agent for the duration of this Agreement and will refer any prospective tenants of which the Client becomes aware to the Agent.

4. GENERAL TENANCY AGREEMENT

The Client will be in breach of this Agreement should the Client fail to observe the provisions of any General Tenancy or other agreement entered into during the term of this Agreement under the *Residential Tenancies Act 1994* as amended. In the case of a breach which results in termination of the General Tenancy Agreement the Client must pay to the Agent:

1. all Commission and Fees then due and owing to the Agent
2. the Commission and Fees payable in respect of any balance of the term of such General Tenancy Agreement.

'General Tenancy Agreement' means any Tenancy Agreement with respect to the letting of the premises which Agreement will conform with the requirements of the *Residential Tenancies Act 1994* as amended.

5. COMMISSION

The Client will pay all Commission as more particularly detailed in Clause 5 of the attached PAMD 20a.

6. FEES, CHARGES AND EXPENSES

The Client will pay all Fees and Charges as detailed in Clause 6 and Expenses as detailed in Clause 7 of the attached PAMD 20a.

7. CLIENT'S OBLIGATIONS REGARDING TENANCY (Refer to the Residential Tenancies Act 1994, S103 for full details)

7.1 At the start of the tenancy the Client must ensure, at their own cost:

- (1) the premises and inclusions are clean and comply with local and state authority building regulations.
- (2) the premises are safe and fit for the tenant to live in.
- (3) the premises and inclusions (including all locks and security fittings) are in a reasonable state of repair.
- (4) after the Tenancy Agreement is signed provide keys to the premises to the Agent and tenant/s for each lock as provided in accordance with Section 120 of the *Residential Tenancy Act 1994*.
- (5) a minimum of one phone line is connected to the premises.

7.2 While the tenancy continues the Client must, at their own cost:

- (1) maintain the premises and inclusions in a reasonable state of repair, and comply with local and state authority building regulations.
- (2) ensure the premises are safe for the tenant to live in.
- (3) keep any common area reasonably clean.
- (4) treat the premises as necessary by a licensed pest controller.

7.3 The Client warrants it is the owner of the premises and has full authority to enter into all Tenancy Agreements.

7.4 All dealings with a tenant regarding the tenancy are to be communicated and dealt with through the Agent.

8. SALE AGENT APPOINTMENT

If the Client appoints a Sale Agent to sell the property the Client must give written notice of the Appointment to the Letting Agent forthwith.

9. CLIENT OBLIGATIONS AND AUTHORITY

9.1 The Client has at the time of entering into this Agreement disclosed to the Agent all relevant facts about the property and has not provided information that is or is likely to be misleading or deceptive.

9.2 The Client will at all times during the currency of this Agreement keep the Agent advised of and disclose to the Agent in writing all relevant and material facts and changes thereto about the property.

9.3 The Client does not rely on the Agent to determine the financial or credit suitability of any prospective tenant.

9.4 The Client acknowledges once a Tenancy Agreement has been entered into by the Client and tenant it shall not be the responsibility of the Agent to enforce such Agreement and the Agent is limited to its Obligations under this Agreement.

9.5 The Client authorises and directs the Agent to let, re-let (as necessary) and manage such letting of the Property at a Rent authorised by the Client or failing such authorisation for a fair and reasonable Rent as determined by the Agent.

9.6 The Client must obtain and maintain the insurance policies listed in Item E of the Items Schedule, and the Client must upon request, provide certificates annually for each insurance policy confirming the currency of such policies.

9.7 The Client must have legal/public liability insurance and be covered for a minimum of 10 million dollars. Such policy must be maintained for the term of this Agreement and the Client must upon request provide a certificate annually confirming the currency of such policy.

9.8 The Agent having established criteria for tenant selection, if the Agent has approved a tenant and the Client disagrees, the Client takes sole responsibility for any action that may follow as a result of that decision.

9.9 The Client must meet the requirements of all relevant acts, legislation, by-laws, rules & regulations local, state and federal.

10. AGENT'S OBLIGATIONS AND AUTHORITY

10.1 The Agent will seek the Client's written approval before ordering repairs or maintenance in excess of the authorised amount specified in Item 6.3 of the attached PAMD 20a or any amount otherwise specified by the Client in writing.

10.2 The Agent must organise repairs and maintenance through a licensed trades person and where possible utilise those services of the persons detailed in Item O of the Items Schedule.

10.3 Urgent repairs or maintenance may be carried out at the Agents discretion if the Client is not readily contactable.

10.4 The Agent will take reasonable steps to ensure goods or services obtained for the Client are at competitive prices.

10.5 The Agent will not induce or attempt to induce, a breach of, or an interference with, a Contract between the Client and a tenant.

10.6 The Agent will maintain its License in accordance with the *Property Agents and Motor Dealers Act 2000*.

10.7 The Agent is authorised to deduct from any monies received by the Agent on behalf of the Client all Fees, Commission and other authorised outlays owing to or by or incurred by the Agent in association with this Agreement.

10.8 The Agent must account to the Client with respect to all monies collected, received, paid or used by the Agent carrying out the Agent's Obligations under this Agreement.

10.9 The Agent will advise the Client upon the termination of any Tenancy Agreement and/or vacancy of the premises.

10.10 The Agent will, subject to the Residential Tenancies Act and other relevant legislation, negotiate, finalise and where necessary, execute on behalf of the Client any Tenancy Agreement or any amendments or variations thereto, including any other documents in relation to the tenancy arising from this agreement.

10.11 The Agent is to collect and receive all monies payable (Rent, bond and otherwise) under any Tenancy Agreement entered into pursuant to this Agreement.

10.12 The Agent will make all payments required under this Agreement and which the Agent may have an Obligation to make as the Client's Agent under any Tenancy Agreement.

10.13 The Agent will conduct all dealing with the Residential Tenancy Authority as defined under the Residential Tenancies Act to the extent provided under such Act, this Agreement, and any Tenancy Agreement.

TERMS OF APPOINTMENT (in conjunction with PAMD 20a)

- 10.14 The Agent will promptly respond to and, subject to the Client's written instructions, attend to all reasonable requests by the Client for maintenance of, and repairs to, the property.
- 10.15 The Agent will not engage a person to perform building work unless the person holds a licence under the *Queensland Building Services Authority Act 1991* authorising the performance of the work.
- 10.16 The Agent must immediately notify the Client in writing if the Agent becomes aware of a tenant's breach, which is in the Agents opinion a fundamental breach of the Tenancy Agreement.

11. PREMISES INSPECTION

- 11.1 The Client will comply with all obligations with respect to condition reports and inspection required by the Residential Tenancies Act or the Tenancy Agreement.
- 11.2 The Agent is required to complete an Inventory and/or inspection report of the premises if specified in Item G & J of the Items Schedule.
- 11.3 If the Agent is required under Clause 11.2 to provide an Inspection Report, the Client will accompany the Agent on inspection of the property if specified in Item J of the Item Schedule.
- 11.4 The Agent will notify the Client in writing of any serious tenant's complaint or defect to the property (subject to the limitations set out in Clause 13.2) creating a possible liability.
- 11.5 The Client will be responsible for rectification of matters notified under Clause 11.4.

12. BODY CORPORATE

Should the premises be subject to Building Units and Group Titles Legislation, the Agent is authorised and directed to deal in all matters relevant to this Agreement and any Tenancy Agreement entered into under the authority of this Agreement with the relevant Body Corporate.

13. INDEMNITY

- 13.1 The Client indemnifies the Agent from and against all actions, claims, demands, losses, costs, damages and expenses arising out of or in respect of this Agreement from:
- (a) the Client's failure to comply with this Agreement; or
 - (b) the Client's failure to give the Agent appropriate authority or instruction, or sufficient funds to carry out an instruction or authority; or
 - (c) the tenant's failure to comply with his/her obligations according to the tenancy agreement, at no fault of the Agent; or
 - (d) the tenant's failure to comply with his/her obligations under the Residential Tenancy Act and or other relevant acts and legislation; or
 - (e) the Agent acting in the capacity of the Client under this Agreement.
- This means the Agent will be compensated by the Client for such actions, claims, demands, losses, costs, damages and expenses in respect to this clause.

- 13.2 The Client acknowledges that the Agent is acting only as a licensed letting agent and is not responsible for reporting any matters (including defects latent or otherwise) other than those that are readily apparent during the course of standard periodic inspections (see Clause 11) or as brought to their attention as letting agent by the tenant.

The Agent is not otherwise qualified and it is the Client's responsibility to obtain specific advice with respect to the property and its soundness as to building and structural integrity, pest, health and other requirements. As such, the Client indemnifies the agent from and against all actions, claims, demands, losses, costs, damages and expenses arising out of, or in respect of this agreement, resulting from matters of cleanliness, safety, construction, building requirements or building deterioration, notwithstanding the Agent's Obligations under Clause 11.

14. TERMINATION

- 14.1 Termination of this Agreement shall be in accordance with Clause 4.2 of the attached PAMD 20a unless not specified in the said PAMD 20a in which case Termination shall be in accordance with Section 114 (4) (b) of the *Property Agents and Motor Dealers Act 2000*
- 14.2 Any Termination shall be without prejudice to either party's rights under this Agreement.

15. PROVISION OF AGREEMENT

Each party has received a signed copy of this document and understands such document or has had the opportunity to obtain professional advice with respect to the Agreement and each party acknowledges it is bound by the terms of this Agreement which include the attached PAMD 20a and all schedules annexed thereto.

16. LEGISLATION

Reference to relevant Legislation includes Queensland Government Legislation generally but particularly the *Property Agents & Motor Dealer's Act 2000*, regulations and amendments thereto, including (*Real Estate Agency Practice Code of Conduct*) *Regulation 2001* and the *Residential Tenancies Act 1994* as amended, *Property Law Act*.

17. SPECIAL CONDITIONS

Any Special Conditions to this contract shall form part of this contract. Should there be inconsistency between these Terms of Appointment and a Special Condition, the Special Condition will apply.

18. PRIVACY STATEMENT

The Agent collects and uses personal information obtained from you as Client to provide the services required by you or on your behalf. You as Client agree the Agent may collect, use and disclose such personal information in accordance with and subject to the *Privacy Act 1988 (CTH)* to third parties for marketing and sales promotion administration and as required for legislative and regulatory requirements and relating to promotion administration and use of the Agents products and services. Without provision of certain information the Agent may not be able to act effectively or at all on the Client's behalf. The Client has the right to request the Agent provide details of such information and also correct any inaccurate or out of date information.