



AGREEMENT RESIDENTIAL (short version)

GUIDE NOTES

1. This agreement has been designed to comply with the *Property and Stock Agents Act 2002* (NSW) (**Act**) and the *Property and Stock Agents Regulation 2014* (NSW) (**Regulation**).
2. The Agent must fully understand the terms of the agency agreement. Failure to comply with the law and follow correct procedures may prevent the Agent from recovering their commission, fees and expenses and/or subject the Agent to penalties for breach of the Act and Regulation. The Agent should be able to explain the agency agreement to the Principal.
3. The agency agreement must contain written instructions outlining the extent of the Agent's authority in respect of the management of the leased property. This includes obtaining written confirmation and consent from the Principal to email service of notices and documents.
4. The agency agreement must be signed by both the Agent and Principal, and the copy marked "Principal's Copy" should be served on the Principal within 48 hours in the manner provided by the Act and Regulation. The Agent should print the signed agreement (even if signed electronically) and serve it in accordance with the Act and Regulation (including, without limit, s55(1)(c) of the Act). Failure to do so may result in loss of commission.
5. All parts of the form must be completed. An omission may bring about a defective agreement, enabling a Principal to avoid their financial responsibilities to the Agent.
6. A licensee may delegate their authority to certain persons to both inspect the premises and sign the agency agreement. The licensee must, however, supervise that person in accordance with the Regulation and any current supervision guidelines issued by the NSW Commissioner for Fair Trading (or, if applicable, the Secretary of the Department of Finance, Services and Innovation). An assistant agent may sign the inspection report, however, an assistant agent **MUST NOT** sign the agency agreement (at the end of this agreement).
7. This is an Exclusive Management Agency Agreement. The Agent should make enquiries of the Principal as to whether the Principal has signed any other agency agreement in respect of the management of the subject property. If this is the case, the Principal should check whether the first agency agreement is still current, which may mean that the Principal is liable for the payment of more than one commission.
There may be the possibility of more than one tenant being signed to a lease, that is, by yourself and another agent. It is advised that you check with the Principal before signing up a tenant.
8. An inspection report of the property must be completed as soon as practicable after entering into this agreement. The practical approach would be to complete the inspection report when completing the condition report for the residential tenancy agreement. A copy of the completed inspection report must be given to the Principal. (NB. A pro forma inspection report is available as an accompanying insert).
9. Ensure that all costs and expenses are included in the agreement.
10. The services, charges and expenses cannot be varied except as agreed by the Principal in writing.
11. An Agent must disclose, on the agency agreement:
 - i the source and the reasonably estimated amount of any rebates, discounts or commissions that the Agent will or may receive in respect of expenses claimed for services provided by the Agent in relation to the real estate transaction or else the Agent will not be entitled to those expenses; and
 - ii if the Agent refers a person to a non-independent service provider, the nature of the Agent's relationship with that service provider and the nature and value of any rebate, discount, commission or benefit the Agent may receive, or expects to receive, by referring the client or customer to that service provider.

If the Agent receives or expects any further rebates, discounts or commissions after this agency agreement has been executed and such rebates, discounts or commissions are not disclosed in this agency agreement, it is recommended that the Agent either enter into a new agency agreement with the Principal or amend this agency agreement (in writing signed by the Agent and the Principal) to reflect such rebates, discounts, commissions or benefits. This is to ensure that the Agent complies with section 57 of the Act and is not disentitled to the expenses claimed for the services provided.
12. The Agent must not recommend a person to engage services of a solicitor or licensed conveyancer if the Agent knows that the solicitor or licensed conveyancer acts or will be acting for the other party. The Agent is not prevented from recommending a person to engage services of a solicitor or licensed conveyancer that acts or will be acting for the other party, if there is no other solicitor or licensed conveyancer available. If this applies, the Agent must advise the person that the solicitor or licensed conveyancer acts or will be acting for the other party.
13. Attach any special conditions where space is insufficient (e.g. where the Agent is to perform additional services or where they are to advertise), write "See Annexure Hereto" and then attach the annexure to each copy of the agreement. The annexure must also be signed by both parties.
14. G.S.T.
 - i From 1 July 2000, GST is payable by the Agent to the ATO in respect of the payment for the performance of the Agent's services under this agreement. This agreement provides that the Agent is entitled to recover GST from the Principal.
 - ii In accordance with ACCC guidelines, all amounts referred to in this agreement, including fees, expenses and outgoings are expressed as inclusive of GST.
 - iii Where the leasing fee is calculated as an amount based on one week's rent, the form should be completed as follows: one week's rent + 10% = 110% of one week's rent, or a single GST inclusive fee.
 - iv Where the Agent incurs an expense in the course of providing property management services such as advertising and telephone charges, these expenses are considered a taxable supply, even if the expense is GST free in the Agent's hand. When recording disbursements, the Agent should subtract the input tax credit received on the original expenses and then add on GST when charging the Principal. Example: postage expenses of \$9.90, Agent can claim an input tax credit of .90c. The Agent charges the Principal \$9.00 plus .90c GST being a total of \$9.90.
 - v Where expenses are paid by the Agent, as agent for the Principal, and the account is addressed directly to the Principal, the Agent should pass the account to the Principal without adding any further GST (e.g. Owners' Corporation levy, accounts for repairs and maintenance).
 - vi The Agent's fee should be calculated on the GST inclusive value of the rent.
15. The Agent must not provide financial, investment, taxation or other advice. Any person seeking the Agent's opinion should be advised to consult with their own independent financial, investment and/or taxation advisor or other appropriately qualified expert.
16. The electronic signing and service provisions in this agreement apply only if this agreement is signed or served electronically, including without limitation, via a third-party platform.
17. Ensure that a person signing on behalf of a Principal corporation identifies their status on the agency agreement, e.g. Director, Secretary, Attorney and that an ASIC company search is conducted to ensure proper authority of the signatories to the agreement. If a party is a corporation and signs this agreement electronically, it must ensure it signs in accordance with Section 127 of the *Corporations Act 2001* (Cth) as the other party may not be entitled to make the assumptions set out in section 129 of the *Corporations Act 2001* (Cth).
18. The licensee's licence number must be filled out on the agreement. This would normally be the firm's licence number although if the Agent is a sole trader it would be the Agent's licence number.
19. It should be noted that there are disclosure requirements under the Act, Regulation and privacy legislation or other law which are required to be given separately from the agency agreements under certain circumstances.
20. A landlord or landlord's agent must disclose any proposal to sell the premises during a tenancy. Failure to disclose may entitle the tenant to terminate the tenancy without compensation.
21. Agents have an obligation to advise a prospective tenant of all material facts in respect of the Property. The material fact clause will assist in that process, but will not of itself discharge the Agent's obligations. You should raise this issue with the Principal and also undertake reasonable research to become aware of the material facts pertaining to the Property.

FOR PRIVATE PURPOSES ONLY



Between Principal		ABN/ACN	
Address			GST Registered: <input type="checkbox"/> Yes <input type="checkbox"/> No
Suburb		State	Postcode
Phone: Work	Mobile		Home
Email ** (see note)			
And Agent			
Licensee's Licence No. * (see note)		ABN/ACN	
Trading As			GST Registered: <input type="checkbox"/> Yes <input type="checkbox"/> No
Address			
Suburb		State	Postcode
Phone: Work	Mobile		
Email ** (see note)			
* Note: If the Agent trades as a corporation the licensee's licence number is the corporation's licence number.			
** Note: By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.			

Address of premises

Description of premises (e.g. house, unit, number of bedrooms, garage, etc.)

Description of the exterior condition of the premises

Description of the interior condition of the premises

Fixtures to the premises

Fittings (not being fixed to the premises) which are provided with the premises

Improvements made to the premises

Anything provided with the premises

Work to be done by the Principal

Estimated date of completion

I agree to be legally bound by the terms of this form even if I sign this form electronically.

Signature of Agent/Authorised Representative

Date of Report

Name of Signatory

Note: This part of the agreement may be signed by an assistant agent.

For Training Purposes Only

EXCLUSIVE MANAGEMENT AGENCY AGREEMENT RESIDENTIAL (SHORT VERSION)

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.



PARTICULARS

Principal(s) _____
 ABN/ACN _____
 GST Registered Yes No
 Address _____
 Postcode _____
 Phone Work _____ Home _____
 Mobile _____
 Email * (see note) _____

* **Note:** By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

Agent _____
 Licensee's Licence No. _____
 ** **Note:** If the Agent trades as a corporation the licensee's licence number is the corporation's licence number.
 ABN/ACN _____
 GST Registered Yes No
 Trading as _____
 Address _____
 Postcode _____
 Phone Work _____ Home _____
 Mobile _____
 Email *** (see note) _____

Premises to be leased _____
 Postcode _____
 Being Furnished Unfurnished Garage/Car Space included Yes No

*** **Note:** By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

AGREEMENT

Appointment of Agent

- The Principal, who warrants that they have authority to enter into this agreement hereby appoints and authorises the Agent and the Agent's employees from time to time exclusively to let and manage the premises in accordance with this agreement.
- This agreement shall commence on the ____ / ____ / ____ and may be terminated by either party giving not less than _____ written notice of termination but without prejudice to any accrued rights or incurred obligations.
- The Agent is authorised to let the premises for a term of _____ at a rent of _____ or as otherwise instructed by the Principal.

Agent's Remuneration

- The Agent shall be entitled to the following fees: (GST incl.)
 - _____ as a letting fee upon any letting of the premises by the Agent, the Principal or any other agent.
 - _____ as a Tenancy Agreement preparation fee; and
 - for the provision of all ongoing usual property management services in respect of the premises:
 - a management fee of _____ % of all monies collected on behalf of the landlord; and
 - an administration fee of \$ _____ per _____
 - other _____ \$

Marketing

- The premises are to be marketed and/or promoted as per the attached schedule
 Yes No and/or as follows _____
 the fees for each letting are \$ _____ and are due and payable _____
For Lease Sign: Permission is hereby granted for the Agent to erect "For Lease" signage
 Yes No . It is acknowledged that the Agent is not responsible for any liability, damages or injuries incurred as a result of the erection of the signage.

Services, Charges and Expenses

- The Agent shall perform the following services and be entitled to reimbursement of the following expenses and charges (GST incl)
- | | Amount | When due and Payable by the Principal |
|--------------------------------------|-------------------|---------------------------------------|
| NCAT fees | _____ | _____ |
| Attendance at a tribunal/court | \$ _____ per hour | _____ |
| Preparation of a tribunal/court case | \$ _____ | _____ |

Sheriff's fees	_____	_____
Arrangement of repairs and maintenance	\$ _____	_____
Service of any notice	\$ _____	_____
Calculation and collection of water and sewerage usage charges	% _____ of cost	_____
Arrangement of refurbishment or improvements	\$ _____	_____
Processing insurance claims, including valuation for insurance purposes	\$ _____ per hour	_____
Disaster/Emergency management fee	% _____ of cost	_____
Other _____	\$ _____	_____

Note: The services to be provided by the Agent and any charges or expenses payable by the Principal to the Agent pursuant to this agreement cannot be varied except as agreed by the Principal in writing.

Agent's Authority

- At the end of each tenancy, the Agent is authorised to:
 - re-let the premises at market rent for a term not exceeding _____ Yes No
 - refer to the Principal for instructions concerning reletting and marketing/promotion. Yes No
 - periodically review the rent when in the opinion of the Agent such a review is appropriate or at the end of each tenancy. Yes No
- The Agent shall endeavour to verify references from any prospective tenant.
- In respect of each tenancy, the Agent is authorised and directed on behalf of the Principal to:
 - arrange inspection by prospective tenants; Yes No
 - obtain references; Yes No
 - select tenants and enter into and sign Tenancy Agreements; Yes No
 - collect rent; Yes No
 - collect and lodge rental bonds as permitted by law; Yes No
 - make claims for the refund of bond monies having regard to any rent due and the condition of the premises at the end of each tenancy; Yes No
 - respond to any applications by tenants and represent the Principal before the NSW Civil and Administrative Tribunal (NCAT); Yes No
 - exercise the Principal's right to enforce or terminate Tenancy Agreements including the service of notices as necessary; Yes No
 - forward to the Principal copies of any document signed by the Agent on behalf of the Principal; Yes No
 - undertake periodical inspections. Yes No
 - if required, obtain copies of any by-law or management statement relating to a strata or community scheme, which is required to be provided to the tenant Yes No
- In respect of each tenancy, the Agent and the Agent's employees from time to time are authorised and directed on behalf of the Principal to make application before the NCAT and to do all things necessary to commence and complete proceedings for the recovery of possession from a tenant and/or the recovery of monies due.
- Where the premises are furnished an inventory shall be prepared by the: Principal or Agent
- The Agent is authorised to arrange and pay for repairs and maintenance to be done in accordance with the Principal's obligations or as otherwise instructed provided that any expenditure in excess of _____ for any item shall not be incurred without prior approval of the Principal except in an emergency and where the repairs are urgently required.
- The Agent is authorised and instructed to pay the following from monies received on behalf of the Principal:
 - council rates; Yes No
 - water, sewerage and drainage rates; Yes No
 - insurance premiums (see attached schedule); Yes No
 - landlords protection insurance; Yes No
 - owners' corporation levies; Yes No
 - maintenance costs of caretaking/cleaning/gardening; Yes No
 - NCAT fees; Yes No
 - Sheriff's fees; Yes No
 - such other outgoings as the Principal may authorise. Yes No
- Unless the Principal advises to the contrary, any prospective tenant is entitled to inspect the premises in the following circumstances: _____

Disclosure of Rebates, Discounts, Commissions or Benefits

- In respect of any expenses to be incurred by the Principal or the Agent on behalf of the Principal pursuant to this agreement or if the Agent refers a person to a non-independent service provider, the Agent discloses that the Agent may receive, or expects to receive, rebates, discounts, commissions or benefits from third parties as specified below or as notified by the Agent to the Principal in writing from time to time after the date of this agreement.
- | Name of Third Party | Nature of relationship with Third Party | The nature and value of any estimated amount of rebate, discount, commission or benefit |
|---------------------|---|---|
| _____ | _____ | \$ _____ |
| _____ | _____ | \$ _____ |
- If no rebate, discount, commission or benefit, write "nil".

For Training Purposes Only

EXCLUSIVE MANAGEMENT AGENCY AGREEMENT RESIDENTIAL (SHORT VERSION)

The *Property and Stock Agents Act 2002* (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

Further Terms and Conditions

16. Unless otherwise instructed, the Agent shall render a monthly statement accounting for monies received, expenses incurred and fees retained in respect of the letting and management of the premises and the balance shall be remitted to the Principal. If at any time amounts payable exceed the balance of the account, the Principal agrees to pay the excess amount to the Agent upon demand.
17. The Principal will hold harmless and keep indemnified the Agent against, and release the Agent from, all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Agent in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of the Agent.
18. The Agent shall be entitled to be reimbursed for taxes or deductions debited by banks or other financial institutions against the Agent's account and attributable to the affairs of the Principal.
19. The Agent is authorised to deduct their entitlement to all the above-mentioned fees, charges and expenses from any monies received for or on behalf of the Principal at the time they account to the Principal for such monies.
20. Any amounts referred to in this agreement which are payable by the Principal to the Agent in respect of services provided by the Agent under this agreement, including reimbursement of expenses, are expressed inclusive of the Goods and Services Tax ("GST"), at the rate of 10% (the current rate). In the event of the current rate being increased or decreased by legislation, the parties agree that any amounts referred to in this agreement will be varied accordingly.
21. The fees and expenses cannot be varied except as agreed by the Principal in writing.
22. The Agent and the Principal hereby agree to such other special conditions as are annexed to this agreement and signed by both parties.

Financial, Investment, Taxation and Other Advice

23. **WARNING:** Any financial, investment, taxation or other advice provided by the Agent to the Principal is of a general nature only whose preparation does not take into account the individual circumstances, objectives, financial situation or needs of the Principal. The Principal is advised to consult with their own independent financial, investment and/or taxation advisor or other appropriately qualified expert.

Disclosure of information to tenants

24. i The *Residential Tenancies Act 2010* (NSW) requires that certain information be disclosed to the tenant before the tenant enters into a residential tenancy agreement. Please answer the following:
- a Has the landlord prepared a contract for sale of the residential premises? Yes No
- b Is there any proposal to sell the residential premises? Yes No
- c Has a mortgagee commenced proceedings in a court to enforce a mortgage over the premises? Yes No
- If yes, is a mortgagee taking action for possession of the premises? Yes No
- d If the Premises comprise of or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015* (NSW)), is a strata renewal committee currently established in relation to the strata scheme? Yes No

Note: The landlord or landlord's agent must also provide a copy of the by-laws for the strata scheme before the tenant enters into a residential tenancy agreement.

- ii If the Premises comprise of a lot in a strata scheme, the Principal must provide a copy of the current by-laws for the strata scheme to the Agent and provide any amendments to those by-laws to the Agent immediately upon receiving notice of such amendments.

Material Fact

25. i A landlord or landlord's agent must not induce a tenant to enter into a residential tenancy agreement by any statement, representation or promise that the landlord or agent knows to be false, misleading or deceptive or by knowingly concealing a material fact of a kind prescribed by the *Residential Tenancies Regulation 2019* (NSW). Please answer the following:
- a Have the premises been subject to flooding from a natural weather event or bush fire within the last 5 years? Yes No
- Details
- b Are the premises subject to significant health or safety risks that are not apparent to a reasonable person on inspection of the premises? Yes No
- Details
- c Are the premises listed on the LFAI Register? Yes No
- Details
- d Have the premises been the scene of a serious violent crime within the last 5 years? Yes No
- Details
- e Have the premises been used for the purposes of the manufacture or cultivation of any prohibited drug or prohibited plant within the meaning of the *Drug Misuse and Trafficking Act 1985* within the last 2 years? Yes No
- Details
- f Will council waste services be provided to the tenant on a different basis than is generally applicable to residential premises within the area of the council? Yes No
- Details
- g Because of the zoning of the land or other laws applying to development on the land, will the tenant not be able to obtain a residential parking permit in an area where only paid parking is provided? Yes No
- Details
- h Is there a driveway or walkway on the premises which other persons are legally entitled to share with the tenant? Yes No
- Details
- i If the premises comprise or include a lot in a strata scheme, are there any scheduled rectification work or major repairs (including replacement of roofing, guttering or fences) to be carried out to common property during the fixed term of this agreement? Yes No
- Details

- j Are the premises part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding? Yes No
- Details
- k Are the premises part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding? Yes No
- Details
- l Are the premises part of a building in relation to which a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding? Yes No
- Details
- ii The Principal warrants that the Principal has supplied the Agent in writing with all the material facts in respect of the premises.
- iii The Principal acknowledges that the *Property and Stock Agent Act 2002* (NSW) and *Residential Tenancies Act 2010* (NSW) require the Agent to disclose all material facts to prospective tenants.
- iv The Principal directs the Agent to disclose all of the material facts provided in writing by the Principal to the Agent to all prospective tenants of the premises and will keep the Agent updated in writing of any changes to material facts.
- v In this clause:
- a "building product rectification order" has the same meaning as in the *Building Products (Safety) Act 2017* (NSW);
- b "external combustible cladding" has the same meaning as in the *Environmental Planning and Assessment Regulation 2000* (NSW);
- c "fire safety order" has the same meaning as in the *Environmental Planning and Assessment Regulation 2000* (NSW);
- d "LFAI Register" has the same meaning as it has in clause 3(1) of the *Residential Tenancies Regulation 2019* (NSW);
- e "material fact" has the same meaning as it has for the purposes of section 52 of the *Property and Stock Agents Act 2002* (NSW) and section 26 of the *Residential Tenancies Act 2010* (NSW) and
- f "serious violent crime" includes murder, manslaughter, sexual assault or aggravated assault.

Privacy

26. i The *Privacy Act 1988* (Cth) (the **Privacy Act**) allows personal information to be collected, held, used and disclosed for the purpose for which it was collected as notified to users, and otherwise in accordance with the *Privacy Act*.
- ii This clause outlines how the Agent collects, holds, uses and discloses the Principal's personal information (as that term is defined in the *Privacy Act*). This clause only applies to the extent the Agent collects, holds uses and discloses personal information.
- iii The Agent may collect, hold, use and disclose personal information the Principal provides the Agent in connection with this agreement or collected from other sources for the following purposes: (a) identifying and verifying the Principal and the premises; (b) advertising and promoting the premises for lease; (c) processing and assessing any application received in relation to the lease of the premises; (d) negotiating and preparing any lease for the premises; (e) liaising and exchanging information with the Principal and the Agent's or Principal's legal and other advisors in relation to or in connection with any lease of the premises; (f) managing, serving and signing (and arranging signing of) this agreement; (g) managing any lease of the premises including the collection of rent on behalf of the Principal and the preparation of required statements of account; (h) complying with any applicable law; (i) confirming whether the Principal is registered for GST purposes; (j) operating controlled money accounts; (k) complying with any dispute resolution process; and (l) contacting and liaising with third parties (including, without limitation, goods and services providers and insurers) and to provide those parties with the Principal's personal information.
- iv If the personal information outlined in this agreement or requested by the Agent is not provided by the Principal, the Agent may not be able to act on behalf of the Principal effectively or at all. The Agent may also not be able to discharge its obligations in this agreement. It is impracticable for the Agent to deal with a Principal who has not identified him, her or itself or used a pseudonym.
- v Personal information collected about the Principal may be disclosed by the Agent for any of the purposes for which it was collected (as outlined above) to other parties including the Agent's or Principal's legal and other advisors, advertising and media organisations, property data service providers, prospective and actual tenants, clients of the Agent both existing and potential, tradespeople, strata owners, corporations, valuers, government and statutory bodies, financial institutions, REINSW (which provides technical and other assistance to the Agent to effect the matters set out above) and other third parties (including, without limitation, goods and services providers and insurers), government agencies, courts, regulatory bodies, and law enforcement agencies, or as required, authorised or permitted by any applicable law.
- vi The Agent may also use the Principal's personal information for marketing and research purposes to inform the Principal of products and services provided by the Agent, which the Agent considers may be of value or interest to the Principal, unless the Principal tells the Agent (by ticking the box below), or has previously told the Agent not to.
- vii If the Principal **does not** wish to receive any information about such products and services then please tick this box: or otherwise notify the Agent using the Agent's contact details set out earlier in this agreement.
- viii The Principal has the right to request access to any personal information held by the Agent which relates to the Principal, unless the Agent is permitted by law (including the *Privacy Act*) to withhold that information. The Principal also has the right to make a complaint about the way in which the Agent has handled the Principal's personal information or that the Agent may have breached this clause of the *Privacy Act*. The Principal also has the right to request the correction of any personal information which relates to the Principal that is inaccurate, incomplete or out-of-date.
- ix Any requests for access to the Principal's personal information or any complaints should be made in writing to the Agent at the contact details included in this agreement.
- x The Agent may charge a reasonable fee where access to personal information is provided, which may be charged for making an application to access personal information). The Agent will take reasonable precautions to protect the personal information it holds in relation to the Principal from misuse, loss, unauthorised access, modification or disclosure.
- xi The Agent may disclose the Principal's personal information outside of Australia. In doing so, the Agent will take reasonable steps that are reasonable in the circumstances to ensure that any overseas recipient will deal with such personal information in a way that is substantially similar to, or consistent with, the way in which the relevant Australian Privacy Principles in the *Privacy Act* protects such personal information.

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- xii By signing this agreement, the Principal: (a) acknowledges that it has read, understands and accepts the terms of this clause; and (b) provides express permission to collect, hold, use and disclose personal information in the manner described in this clause.

Premises Fit for Habitation

27. The Principal warrants that the premises are fit for habitation within the meaning of the *Residential Tenancies Act 2010* (NSW), there is no legal impediment to occupation of the premises as a residence at the time of entering into this agreement and that the Principal will notify the Agent immediately if any legal impediment to the occupation of the premises arises during the term of this agreement.

Compliance Warranty

28. Without limiting any other clause in this agreement, the Principal warrants that:

- i the Principal has complied with its obligations under all applicable codes and legislation; and
- ii the premises complies with the requirements of all applicable codes and legislation, necessary for occupation of the premises including, without limitation, with respect to smoke alarms, window safety devices, glass windows, staircases, doors and balustrades, asbestos, decks and balconies, lead paint, blind cord safety, hazardous activities and electrical, gas and plumbing installations.

Disclaimer

29. The Principal acknowledges and agrees:

- i that:
 - a. the Agent's role is to manage the tenancy;
 - b. the Agent is not qualified to:
 - A. assess the structural aspects of the premises including, without limitation, with respect to staircases, decking and balconies, glass windows, window safety devices, doors and balustrades, smoke alarms, asbestos, swimming pools and associated fittings and safety barriers, electrical, gas and plumbing installations, lead paint and blind cord safety; and
 - B. ensure that the premises complies and operates in accordance with the requirements of all applicable codes and legislation;
- ii that inspections of the premises conducted by the Agent do not include the moving of furniture, lifting of floor coverings, or inspecting the interiors of roof spaces, under flooring, inside of cupboards or the Principal's goods or other belongings; and
- iii that the Agent has advised the Principal that the Principal should:
 - a. have property inspections carried out by suitably qualified, licensed and insured contractors and experts in the appropriate areas; and
 - b. hold adequate and appropriate insurances including, without limitation, building insurance, indemnity insurance and landlords insurance.

Smoke Alarms

30. Without limiting any other clause in this agreement, the Principal warrants that the premises comply with the *Environmental Planning and Assessment Regulation 2000* (NSW).

Water Efficiency Measures

31. Do the premises contain the water efficiency measures prescribed by the *Residential Tenancies Act 2010* (NSW)?

Yes No

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

Work, Health and Safety

32. i The Principal acknowledges that, at all material times:
- a the Principal has sole management and control of the premises listed for lease, to the exclusion of the Agent;
 - b the Agent acts under the direction, management and control of the Principal to facilitate the lease of the premises between the Principal and the tenant and in carrying out the Agent's management and other obligations under this agreement;
 - c the Principal is the person conducting a business or undertaking for the purpose of all work, health and safety laws, regulations and other requirements; and
 - d in any contracts associated with repairs and maintenance of the premises, the Agent acts on the Principal's behalf and the Principal and contractor are the contracting parties.
- ii The Principal shall be responsible for ensuring that the structure of the premises is safe and has been maintained to appropriate standards. This includes, but is not restricted to, ensuring the appropriate safety and control in accordance with all environmental and work, health and safety laws, regulations and other requirements, of:
- a any asbestos contamination or hazardous material in the premises or on the land;
 - b any building maintenance units, points of attachment and other fixtures for the purpose of external maintenance (e.g. window cleaning);
 - c electrical circuitry including electrical installations, light and power outlets;
 - d any fitted plant and substances including lead paint;
 - e any confined space including lifts and lift wells; and
 - f any walls, barricades, hoardings, stairs and railings that may pose a fall hazard.
- iii The Principal acknowledges, so far as reasonably practicable, that the Principal has thoroughly inspected the premises prior to lease and that the premises is:
- a without risk to work, health and safety No
 - OR
 - b subject to the risks and controls as advised by the Principal to the Agent in writing Yes No
- iv The Principal shall authorise the Agent to remedy on behalf of the Principal and at the Principal's cost any issue arising during the course of the lease which is considered an imminent threat to work, health and safety.

Landlord's Information Statement

33. The Principal acknowledges that it has read and understood the contents of an information statement in the approved form that sets out a landlord's rights and obligations under the *Residential Tenancies Act 2010* (NSW) and any other law in relation to a proposed residential tenancy.

Principal's Authority and Warranty

34. The Principal warrants that the Principal has authority to enter into this agreement and that the information provided by it to the Agent and in this agreement is true, correct and complete and that the Agent can rely on the information provided. The Principal agrees to keep the Agent updated, in writing, of any changes to such information to ensure that it remains up-to-date and accurate at all times.

Service and Signing

35. The Principal acknowledges being served with a copy of this agreement.
36. If the Agent causes this agreement to be electronically served on and/or signed by the Principal (by way of electronic communication (including the use of a third party platform to facilitate the service and signing of this agreement), the Principal agrees that the Principal's electronic signature and initials created for the purpose of signing this agreement will be the electronic representation of the Principal's signature and initials for all purposes when the Principal electronically signs this agreement, just the same as a pen-and-paper signature or initial.

For Training Purposes Only

EXCLUSIVE MANAGEMENT AGENCY AGREEMENT RESIDENTIAL (SHORT VERSION)

The *Property and Stock Agents Act 2002* (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

PRINCIPAL**If Principal is an individual**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Principal/Authorised Representative

Date

Name of Signatory

Authority of Signatory (delete whichever is not applicable)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Principal/Authorised Representative

Date

Name of Signatory

Authority of Signatory (delete whichever is not applicable)

Note: The "Authority of Signatory" box above only needs to be completed if the signatory is an Authorised Representative of the Principal signing this agreement on behalf of the Principal. If so, please attach either a copy of the power of attorney or authority letter.

If Principal is a corporation (to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of

ACN

pursuant to section 127 of the *Corporations Act 2001* (Cth):

Signature of Director/Secretary/Authorised Representative

Date

Name of Signatory

Authority of Signatory (delete whichever is not applicable)

Signature of Director/Secretary/Authorised Representative

Date

Name of Signatory

Authority of Signatory (delete whichever is not applicable)

AGENT

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Agent/Authorised Representative

Date

Name of Signatory

Note: This part of the agreement MUST NOT be signed by an assistant agent.

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EXCLUSIVE MANAGEMENT AGENCY AGREEMENT RESIDENTIAL (SHORT VERSION)

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

SCHEDULE

DISBURSEMENTS - PARTICULARS

RATES

Council	<input type="text"/>
Water/Sewerage	<input type="text"/>
Heating/Lighting	<input type="text"/>
Fuel	<input type="text"/>
Electricity	<input type="text"/>

INSURANCE

Company	<input type="text"/>
Broker/Agent	<input type="text"/>

INSURANCE POLICIES

	Name of Insurer	Policy Number
Building	<input type="text"/>	<input type="text"/>
Due Date	<input type="text"/> / <input type="text"/> / <input type="text"/>	Agent to Pay Yes <input type="checkbox"/> No <input type="checkbox"/>
Contents	<input type="text"/>	<input type="text"/>
Due Date	<input type="text"/> / <input type="text"/> / <input type="text"/>	Agent to Pay Yes <input type="checkbox"/> No <input type="checkbox"/>
Household/Fire	<input type="text"/>	<input type="text"/>
Due Date	<input type="text"/> / <input type="text"/> / <input type="text"/>	Agent to Pay Yes <input type="checkbox"/> No <input type="checkbox"/>
Extension	<input type="text"/>	<input type="text"/>
Due Date	<input type="text"/> / <input type="text"/> / <input type="text"/>	Agent to Pay Yes <input type="checkbox"/> No <input type="checkbox"/>
Plate Glass	<input type="text"/>	<input type="text"/>
Due Date	<input type="text"/> / <input type="text"/> / <input type="text"/>	Agent to Pay Yes <input type="checkbox"/> No <input type="checkbox"/>
Public Liability	<input type="text"/>	<input type="text"/>
Due Date	<input type="text"/> / <input type="text"/> / <input type="text"/>	Agent to Pay Yes <input type="checkbox"/> No <input type="checkbox"/>
Workers' Comp	<input type="text"/>	<input type="text"/>
Due Date	<input type="text"/> / <input type="text"/> / <input type="text"/>	Agent to Pay Yes <input type="checkbox"/> No <input type="checkbox"/>
Loss of Rent	<input type="text"/>	<input type="text"/>
Due Date	<input type="text"/> / <input type="text"/> / <input type="text"/>	Agent to Pay Yes <input type="checkbox"/> No <input type="checkbox"/>
Landlords' Protection	<input type="text"/>	<input type="text"/>
Due Date	<input type="text"/> / <input type="text"/> / <input type="text"/>	Agent to Pay Yes <input type="checkbox"/> No <input type="checkbox"/>
Other	<input type="text"/>	<input type="text"/>
Due Date	<input type="text"/> / <input type="text"/> / <input type="text"/>	Agent to Pay Yes <input type="checkbox"/> No <input type="checkbox"/>

UNIT LEVIES

Strata Plan No	<input type="text"/>	Lot No	<input type="text"/>	Garage Lot No	<input type="text"/>
Strata Management Agent	<input type="text"/>				
Address	<input type="text"/>				
	<input type="text"/>				
	Postcode <input type="text"/>				
Phone Work	<input type="text"/>	Home	<input type="text"/>		
Mobile	<input type="text"/>				
Email	<input type="text"/>				

CARETAKING, ETC (attach work schedules)

Cleaner	<input type="text"/>
Gardener	<input type="text"/>
Pest Control	<input type="text"/>
Other	<input type="text"/>

MAINTENANCE CONTRACTS

Air Conditioning	<input type="text"/>
Lift	<input type="text"/>
Pool	<input type="text"/>
Other	<input type="text"/>

STATEMENTS

Statement in name of	<input type="text"/>	
Forward to	<input type="text"/>	
Name	<input type="text"/>	
Address	<input type="text"/>	
	<input type="text"/>	Postcode <input type="text"/>
Phone Work	<input type="text"/>	Home <input type="text"/>
Mobile	<input type="text"/>	
Email	<input type="text"/>	
Copy to	<input type="text"/>	
Cheques Payable to	<input type="text"/>	
OR Bank to the Credit of	<input type="text"/>	
Account Number	<input type="text"/>	BSB <input type="text"/>
Bank	<input type="text"/>	
Branch	<input type="text"/>	
Address	<input type="text"/>	
	<input type="text"/>	Postcode <input type="text"/>

PRINCIPAL'S REPRESENTATIVE / SOLICITOR

Name	<input type="text"/>	
Address	<input type="text"/>	
	<input type="text"/>	Postcode <input type="text"/>
Phone Work	<input type="text"/>	Home <input type="text"/>

SPECIAL INSTRUCTIONS

<input type="text"/>
<input type="text"/>
<input type="text"/>

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