



CALAIS

THE LAIR ESTATE

PROPERTY MANAGERS
SALES AND RENTALS

Ferdi (PPRA 1247060)

ferdi@aaaa.co.za

082 921 2439

RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

.....
ID:

(Hereinafter referred to as "The Owner")

HEREBY NOMINATES, CONSTITUTES AND APPOINTS

CALAIS PROPERTY MANAGERS AND RENTALS

"The agency"

DULY REPRESENTED BY

Ferdi Landsberg (Hereinafter referred to as "the Agent")

With effect from as his/her agent for the purposes of concluding Lease Agreements on his/her behalf and administering and managing the letting of the premises situated at:

(Hereinafter referred to as "the Premises")

This all-in accordance with and subject to the terms and conditions outlined herein, this appointment is duly accepted by the Agent.



The agent undertakes that he/she shall during the currency of this Agreement, observe and perform all duties and obligations in accordance with the terms and conditions of this Agreement and in particular, the Agent shall:

SOURCING, SCREENING & SECURING A TENANT

Advertise the Premises to existing database of tenants, place advertising in various media and expose the property to the market.

Show the Premises to prospective Tenants and make all arrangements necessary to affect same.

Once a potential tenant has applied in writing the tenant to be screened as follows.

Perform TPN, ITC or Experian credit checks.

Confirm employment and ensure the property is affordable to prospective tenant. All such information to be kept on file and conveyed in full to The Owner.

Ensure that all necessary annexure to the Agreement of Lease is completed and duly attached to the Lease Agreement.

Ensure that no person takes occupation of the premises without first having signed a written Agreement of Lease in respect of the Premises.

Ensure that a deposit, as required in the Lease Agreement is timeously received from the tenant and that such deposit will be held in an interest-bearing account with a financial institution to the benefit of the Tenant as prescribed in the Rental Housing Act. Deposit paid over 3 months into Calais account.

Ensure that the Agreement of Lease and all annexures thereto are retained in safekeeping until termination of this Agreement, at which time the Lease will be given to The Owner.

Personally 'check-in' any new tenant on the commencement date and inspect the premises as prescribed in the Rental Housing Act No.50 of 1999 and regulations thereto and complete in writing with such tenant a 'Condition Report'. Furnished properties to be inspected and checked using inventories provided by The Owner. Such completed Inventories to be attached to the Lease Agreement

Upon the acceptance by The Owner, whether telephonically or in writing, of a screened tenant, the mandate to place a tenant will be deemed to have been fulfilled and brokerage will be payable upon the due fulfilment of the obligations of the accepted tenant in terms of deposit and lease signature.

In the event that The Owner reneges on the acceptance of a Tenant for whatsoever reason, the brokerage will still be due to Calais Property Managers and Rentals, payable immediately, together with all costs incurred by Calais Property Managers and Rentals in this regard. The Owner furthermore accepts all responsibility for such action, and all recourse from the Tenant will be accepted personally by him/her, rendering Calais Property Managers and Rentals blameless in this regard.

The rental for the above property to be as agreed by The Owner.

BROKERAGE

1. The Owner agrees to pay a brokerage of **R1 000/month** [Furnished] for the services of Sourcing, Screening and Securing and placing a successful candidate. Such brokerage is based on the value of the entire lease. At The Owners discretion such Lease Agreement may be renewed with the existing Tenant at which time The Owner will pay a 'Renewal Commission' equal to one month's rent of the value of the renewed lease period. Such renewal commission is payable and off set against any proceeds upon signature of the Renewal Annexure and such will be attached to the Lease Agreement.

Or

2. A finder's fee of one month's rent once off. (No other service afterwards- except for ITC checks, contract and brokering of the sale between tenants and owners if and when a sale is made)

THE MANAGEMENT SERVICE

The Agent is hereby **EXPRESSLY APPOINTED** to manage the premises and collection of rent as outlined below and shall.

Manage the day to day letting of the premises with the tenant dealing exclusively with the Agent. The Owner agrees not to deal directly with the tenant at any time during the lease agreement.

Inspect the property when required by The Owner for whatever reason at a fee of **R250.00** per inspection. The Agent may choose to waive such a fee if the inspection is to clarify any complaint or breach of contract by the Tenant.

Inform The Owner promptly of any complaints or issues of a material or serious nature arising from or in connection with the letting of the premises, including but not limited to material breaches of the Lease Agreement by the Tenant.

Attend to all queries and complaints as may be raised by Tenants, timeously.

Collect rental from the tenant on the due date as stipulated in the Agreement of Lease.

Keep accurate and proper record in respect of finances related to the premises and shall retain copies of all related invoices and costs.

Ensure the tenant has access to record of their payment via regular statement and that the tenant is sent copies of utility bills, provided this is sent to the Agency on a regular & timeous basis.

The Owner shall pay to the Agent a commission equal to **R 1 000/month** rental collected from the Tenant. Such commission is payable monthly in advance.

It is expressly agreed that the Agents commission shall be set off against monies collected by the Agent on The Owner's behalf.

Provided that The Owner has given his consent, the Agent may, at The Owner's expense, instruct attorneys to institute or defend any legal action on behalf of The Owner in respect of the Tenant. The agent may further negotiate any claim or demand as a result of such legal action on behalf of The Owner.

The Agent may list any defaulting Tenant, as the Agent sees fit on behalf of The Owner with a credit bureau.

The Owner authorizes the Agent to incur such reasonable expenses relating to the general upkeep of the Premises for which The Owner may be liable for in terms of the Rental Housing Act and the Lease Agreement and to offset such expense against monies collected by the Agent on behalf of The Owner.

It is expressly agreed that the reasonable maintenance expense referred to above shall be limited to **R1 000.00** per expense. If any expense is reasonably to exceed such an amount The Owner's consent is to be given. If The Owner is not contactable or does not respond to the Agent's communication where urgent & necessary expenses must be incurred like attending to problems relating to a disruption to hot water supply, burst geyser, breach of security through burglary and serious electrical issues (obligations on The Owner's part as per the Rental Housing Act), then the agent is authorised to undertake such expenditure without express consent of The Owner and may deduct the cost of such from rental proceeds.

Since the Agent uses 'tried & tested' contractors, only one quote will be contemplated if the amount above is exceeded. If further quotes are required, The Owner agrees to obtain these personally.

The Agent shall pay over to The Owner on or before the 7th day of the month all monies collected from the tenant, except deposit monies, and after all deductions of fees, disbursements, and expenses.

Upon termination of the Lease Agreement, the Agent shall ensure that the deposit monies together with interest accrued are refunded as per the Rental Housing Act.

This Agreement shall endure from, or as long as an existing Lease Agreement exists (including any renewal period), where after it may be terminated by either party with 60 business days written notice. The brokerage as per renewal and placement are strictly non-refundable.

Should the Agent breach any condition or any obligation in this Agreement and fail to remedy such breach within 7 (seven business days) days of written notice thereof from The Owner, The Owner may terminate this Agreement forthwith

Upon termination of this Agreement for whatsoever reason, all monies held by the Agent on The Owner's behalf in terms of this Agreement shall immediately be paid over to The Owner.

The Agent shall, on termination of this Agreement, furnish The Owner with a detailed reconciliation of all amounts received and monies disbursed by the Agent in terms of his/her duties of this Agreement, provided reconciliation was not received by The Owner within the same calendar month.

The parties hereby choose domicilium citandi et executandi for all purposes under this Agreement at the addresses as set out below and either party may at any time change its domicilium to any other address (not being a post office box or post restante) by not less than 10 days written notice of such effect to the other party:

THE OWNER:

.....

Email address:

THE AGENT:

Calais Property Managers

Unit D

Calais Centre

58 Hendrik Ave

Brummeria

0184

ferdi@aaaa.co.za

0829212439

Any notice given by or to any party in terms of this Agreement shall be given in writing and shall be delivered by email or by hand to the domicilium chosen in terms of this Agreement and whereupon it shall be deemed to have been received when so delivered by hand or 4 (four) days after being so sent by post or upon date of fax transmission when so faxed.

No variation of this Agreement shall be of any force or effect unless recorded in writing and signed by both parties.

The Owner agrees to supply upon signature of this agreement:

A copy of the House/Conduct Rules if the Premises is Sectional Title, Contact Details of the Managing Agent of such, Scheme Details of insurance policy and procedures for claims in relation to burst geysers, Bank Details for payments of rent proceeds.

The Agency can pay Municipal rates and other utilities if expressly instructed by The Owner to do so. The Owner expressly agrees to forward all relevant Utility accounts that are pertinent to the premises via email or fax to the Agent as soon as reasonably possible.

If the premises has an Electricity Supply provided directly by the Tshwane, The Owner expressly agrees to have such account transferred into his own name and directed to the postal address of Calais Property Managers and Rentals and such account to be billed to the Tenant by the Agent.

Calais Property Managers and Rentals takes no responsibility whatsoever if the supply of electricity is interrupted as a result of The Owner neglecting to ensure that the electricity supply is securely in their name and that the supply has been confirmed by the Tshwane.

Any major repairs and or renovations over R6000 attended to and overseen by Calais Property Managers and Rentals will attract a charge of 10% of the total cost of such repair or renovation.

The Owner agrees to furnish the Agent upon signature of this agreement any relevant insurance (such insurance and the arranging of this is entirely the responsibility of The Owner) details pertaining to the premises. The Agent will timeously inform The Owner of any issue relating to the premises where an insurance claim may be necessary but the urgent payment of excess charges and attendances to insurance claims and the processing thereof will carry a charge of **R450.00** per claim.

The Owner agrees to have all communication regarding AGM notices and other notices from the Managing Agent of Sectional title schemes to be directed to him by the Managing Agent. The Agent can attend to such notices and attend AGMs as proxy on The Owner's behalf at a cost of **R500.00** per attendance.

The Agent will not care-take, attend to or monitor any maintenance or repairs whilst the premises is vacant. Should the Agent agree to the contrary and agree to oversee any maintenance or renovation or arrange such, The Owner shall pay the Agent 15% of the value of such work. Any such service shall be provided at the discretion of the Agent. The Agent's responsibility in respect of arranging maintenance or repairs once the premises is not let, is limited and any major maintenance/repair issue may be outside the Agent's area of expertise and shall be managed by The Owner himself/herself, at the Agent's discretion.

Should the Tenant(s) conclude a contract of sale with the Owner(s), within a period of the rental agreement or 12 (twelve) months after the termination of the rental agreement, then Calais Property Managers and Rentals shall be deemed to be cause of such sale and shall be entitled to payment by the Owner of commission equal to a percentage of the selling price which is 7%.

Should the property be sold during the lease period, other than to the Tenant, the remaining commission that would have been collected by Calais Property Managers, will be paid without deductions or offsets, to Calais Property Managers at the date of transfer, or deducted from any monies that are owed to the Owner.

The Owner(s) agrees that when the property is for sale, and a sale agreement is completed, that Calais Property Managers will be notified in writing.

INDEMNITY:

Notwithstanding that the Agency/Agent will employ all reasonable measures to procure a suitable tenant for The Owner, it is accepted and agreed that there are inherent risks to any lease agreement negotiated and The Owner accordingly holds the Agency blameless in respect of any damages The Owner may suffer as a consequence of the Tenant's breach of agreement or otherwise, whether such tenant is placed by the Agency or not

SIGNED BY THE OWNER AT.....ON THE DAY OF

AS WITNESSES:

1.

2.

THE OWNER

Email address:

SIGNED BY THE AGENT AT PRETORIA ON THE DAY OF

AS WITNESSES:

1.

2.

THE AGENT

Telephone No. :

Cell No. : 082 921 2439

Email Address. : ferdi@aaaa.co.za

