

Coad Real Estate

PO Box 3132,
Brighton, VIC 3186

P: 0433 137 196

E: di@coadrealstate.com.au

ABN: 39 643 024 651



Exclusive Leasing & Management Authority

for

18 Webster Avenue, Blackburn VIC 3130

This agreement is between **Coad Real Estate**
and **John Smith**.

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ESSENTIAL PARTICULARS

Agent: (Us)

Poppy Rentals Pty Ltd t/as Coad Real Estate

99 Sample2 Street, Sample2 Suburb, VIC 3002

Email:

larry.johnson@anotherSamplewebsite.com

Attention: Larry Johnson

ABN:

39 643 024 651

ACN: 166 893 661

Work Phone:

0433 137 196

Mobile: 04999999999

Client: (You)

John Smith

10 Sample1 Street, Sample1 Suburb, VIC 3000

Email:

john.smith@samplewebsite.com

Company:

ABN:

ACN:

Work Phone:

Mobile: 04111111111

Property:

18 Webster Avenue, Blackburn VIC 3130

Exclusive Leasing Period:

60 days

Continuing Leasing Period:

90 days after expiry of the Exclusive Period

Fixed Management Period:

n/a

Rent:

\$0 - \$0 per week

Security Bond:

\$ 0 (1.0 month rent)

Services:

Refer to attached 'Schedule of Services'

Fees:

Refer to attached 'Schedule of Fees'

Urgent Repair Limit:

Coad Real Estate is authorised to undertake urgent repairs up to \$ 2500.00 - refer Clause 16.

1/20

AGREEMENT

The client appoints Coad Real Estate to perform the Services in respect of the Property in exchange for payment of the Fees and Charges incurred during the term of this Authority subject to the conditions attached to this Authority and Coad Real Estate accepts that or any other fees and charges as may be agreed between the Client and Agent at any given time.

The Client verifies, warrants and confirms that:

- a. the Client has the authority to enter into this Authority;
- b. the Client is the legal owner of the Property and all owners are listed above as the Client including to disclose any trustee capacity and trust particulars where relevant;
- c. there are no other existing letting or managing Authorities in respect of the Property;
- d. in accordance with section 49A(1)(b) of the *Estate Agents Act 1980*, prior to signing this Authority the Client was advised by Coad Real Estate that Agent's Fees and Charges were subject to negotiation;
- e. the Client received at the time of signing a signed copy of this Authority;
- f. the client has had the opportunity to obtain legal and other professional advice with respect to this Authority;
- g. where commission sharing is applicable as indicated in the Agents Fees and Charges and clauses 2.6 and 15, the Client acknowledges, prior to signing this Authority, having received a notice of commission sharing in accordance with section 48 of the *Estate Agents Act 1980*; and
- h. where the Client is a proprietary company, Coad Real Estate may require the directors of such company to provide personal guarantees guaranteeing the company's performance under this Authority.

Signatures

This Authority should be signed, and a copy retained, by the Client prior to signing a Residential Rental Agreement in respect of the Property.

By signing below the parties acknowledge and confirm they have read and understood this Authority and agree to be bound by it.

Client Signature(s)

Rental Provider : **John Smith**

Sign here: _____ Date: _____

Note: *Where signed by the Client's authorised representative or the Client is a corporation, evidence of authority to sign must be provided.*

Agent Signature(s)

Property Manager : **Larry Johnson** on behalf of Coad Real Estate

Sign here: _____ Date: _____

Important

- Coad Real Estate must give the Client a signed copy of this Authority when it is signed by the Client.
- Coad Real Estate must complete the details of the Services and the Fees and Charges before this Authority is signed.
- The attached Conditions form part of this Authority

Agent's Fee Schedule

These fees are based on a rent of \$0 per week.

Leasing Fee (to initial renter or new renter)

_____ % including GST of the *Average Annual Rental.

or **calculated as follows:**

2.2 weeks rental *including GST*

Estimated Fee: \$0.00 on leasing at \$0 per calendar month

Re-Leasing Fee (to existing renter in possession)

1.10% including GST of the *Average Annual Rental.

or **calculated as follows:**

Estimated Fee: \$0.00 on leasing at \$0 per calendar month

Managing Fee

8.80% including GST of the *Average Annual Rental.

or **calculated as follows:**

Estimated Fee: \$0.00 per calendar month on leasing at \$0 per calendar month

Marketing Expenses

Refer to schedules of Marketing Expenses and Managing Expenses attached.

The Client acknowledges having been informed by Coad Real Estate, before signing this Authority, that Coad Real Estate's Fees and the Marketing Expenses are subject to negotiation.

Commission sharing

Will Coad Real Estate's commission be shared with other people (other than a licensed estate agent or an agent's representative employed by the agent, or a licensed agent who is in partnership with Coad Real Estate)?

☐ Yes ☒ No (Important – if "Yes", see clause 15).

Rebate Statement

(This statement must be incorporated within the Authority in the approved form – section 49A(1)(c) Estate Agents Act 1980)

A rebate includes any discount, commission, or other benefit, and includes non-monetary benefits. It is illegal for an agent to keep any rebate they receive for advertising or other outgoings purchased by an agent on your behalf. Section 48A of the Estate Agents Act 1980 requires the Agent to immediately pay you any rebate they receive in relation to the sale management or leasing of your property. An agent is not entitled to retain any rebate and must not charge you an amount for any expenses that is more than the cost of those expenses.

☒ Coad Real Estate will not be, or is not likely to be, entitled to any rebates

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List of Rebates:

- any outgoings; or
- any pre-payments made by the Client in respect of any intended expenditure by Coad Real Estate on the Client's behalf; or
- any payments made by the Client to another person in respect of the work.

Goods/services to which rebate relates	Name of person or organisation providing rebate	Amount (including GST) (if amount not known, provide an estimate)
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SCHEDULE OF AGENT FEES

Marketing

Internet Marketing	At Cost (Currently \$380 + GST)
For Lease Signboard (if required)	\$ 110.00 incl. GST ☐ Yes ☒ No
3D / Virtual Tour	\$ 55.00 incl. GST

Financial Statements

End of Financial Year Statement	\$ 55.00 incl. GST per annum
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Service of Documents

Registered Post	At Cost
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Tribunal (VCAT) & Magistrates Court Fees (if required)

Applications under \$40,000	\$102.90
Applications over \$40,001	\$ 342.90 incl. GST
Warrant of Possession	\$ 179.60 incl. GST
Preparation & Attendance Fee	At Cost (Currently \$110 per hour incl GST)
Adjournment of Hearing	\$ 88.00 incl. GST
Car Parking	At Cost

Please note: Tribunal fees are subject to market changes and notices and applications must be served by registered post.

Additional Fees

Administration & Tech Fee	\$ 9.90 incl. GST per calendar month
Renter Database Check (per application)	At Cost (Currently \$22.00 per renter incl GST)
Registered Post	At Cost
Condition Report Photos	\$ 110.00 incl. GST
Handle Insurance Claim on behalf of Rental Provider	At Cost (Currently \$110.00 per hour incl GST)
Annual Smoke Alarm Maintenance (by external contractor)	At Cost (Currently \$108.90 incl GST)
Fully Furnished Inventory (if required)	At Cost (Currently \$55 per hour incl GST)
Key Cutting	At Cost

Ancillary Maintenance Services

Co-ordination & supervision of Capital Improvements & Major Maintenance works	Works over the value of \$10,000 will incur a fee of 2.2% incl. GST of the total works invoiced to cover the time over & above our the management fee.
Co-ordination & supervision of Victorian Government Mandatory Compliance Checks	Will incur a fee of \$220 incl. GST to cover the time over & above the management fee on a bienniel basis.

Client Signature(s)

Rental Provider : **John Smith**

Sign here: _____ Date: _____

Coad Real Estate reserves the right to increase fees from time to time in accordance with movements in market prices.

AGENT SERVICES

LEASING & MANAGING YOUR PROPERTY

Coad Real Estate agrees to perform the Agent Services for the Client in exchange for the Agent Fees identified in this Authority.

Appraisal of your property

- Inspect the Property and provide a written rental market appraisal and recommend any improvements to enhance value and attract the best Renter.

Marketing of Your Property for Lease

- Marketing of the Property on at least the following internet sites:

www.realestate.com.au

www.domain.com.au

www.rent.com.au

www.view.com.au

www.homely.com.au

www.coadrealestate.com.au

- Marketing of the Property on the Coad Real Estate Rental List displayed online and provide to prospective Renters and corporate relocation agencies as applicable.
- Conducting advertised inspections as necessary.
- Conducting private appointments with prospective Renters as required.
- Recommend ways to maximise the appeal of the Property to prospective Renters.
- Arrange preparation/display of "for Lease" signs if applicable (or as allowed by OC).
- Promote the Property to the database of prospective Renters maintained by Coad Real Estate.
- Provide regular reports on prospective Renter interest.

Renter Selection

- Obtaining a fully completed tenancy application form from all interested parties.
- Processing and reference checking of all applications to verify details including past/present tenancy references and employment history. Including full tenancy database search to establish each prospective Renter's suitability, if indicated on Schedule of Agent Fees.

- Submit prospective Renter offers and recommendations.
- Renter selection in consultation with the Client and negotiation of favourable Residential Rental Agreement terms, rent levels and special conditions if required with both the Client and the Renter.
- Brief the Renter on obligations under the Residential Rental Agreement and obtaining first month's rent and bond to secure the Property.
- Prepare any required Entry Condition Report at the start of the Residential Rental Agreement.
- Take digital photographs and/or video of the Property indicating location of smoke alarms and other features requiring regular inspection.

Preparation of Documentation

- Preparation of Residential Rental Agreement documentation or providing details for the advisors to the Client to prepare and adding special conditions if required.
- Entry Condition Report and internal & external photographs documenting the condition on commencement of the Residential Rental Agreement.
- Preparation of any applicable Residential Tenancies Bond Lodgement Form (bond monies to be lodged with the RTBA within 10 days).
- Provide the Renter with a statement in writing advising after hours emergency contact numbers for urgent repairs and the authorised urgent repair limit as required by the Residential Tenancies Act (if applicable).

Managing Your Property

- Collect monthly Rent and provide the Client with monthly statement/tax invoice (by email or mail) detailing all income & expenditure and electronically depositing funds into nominated accounts. Payments of GST to Australian Tax Office as required. Email statements preferred.
- Pay all regular and authorised outgoings from Rent including rates, water, Owners Corporation, regular garden maintenance, etc.
- Arrange for appropriate contractors to carry out periodic inspections on behalf of the Client.
- Arrange necessary repairs, maintenance and quotes using qualified and experienced tradespeople. Alternatively use tradespeople nominated by the Client. Coad Real Estate will only pay tradespeople who supply a valid ABN and Insurance.

- Conduct regular routine inspections of the Property each year (initial inspection is three (3) months, then six (6) monthly thereafter), and provide a report in writing in any form on the cleanliness, presentation and recommended immediate and future maintenance required on the Property.
- Notify the Client of any breach of the Residential Rental Agreement or any significant damage/accident to the Property.
- Negotiation of Residential Rental Agreement renewals and serving rent increase documentation for any existing Residential Rental Agreement.
- Careful management of any rental arrears and service of any applicable VCAT notices within required time frame or as instructed by the Client.
- Complete all documentation pertaining to a change of the Renter during the course of a Residential Rental Agreement.
- Providing end of financial year statement detailing total revenue and expenses.

Finalising the Residential Rental Agreement

- Conducting final inspection to ensure the Property is in an acceptable condition as reflected by any applicable Condition Report with exception of normal "fair wear and tear" in accordance with the Residential Tenancies Act or Retail Leases Act (if applicable).
- Complete and lodge any applicable Bond claim form where both parties have agreed on disbursement.
- If a dispute arises in bond allocation at the end of the Residential Rental Agreement Coad Real Estate will prepare all applicable tribunal documentation and representation on behalf of the Client at Victorian & Civil Administrative Tribunal if required.

Disclaimer

- The Client acknowledges and agrees that Coad Real Estate is entitled to rely on the accuracy and completeness of all information provided by the Client or the advisors to the Client relating to the Property. Coad Real Estate shall not be obliged to check or verify the accuracy or completeness of any information provided by the Client or on behalf of the Client.
- While Coad Real Estate will perform and provide the Agent Services with reasonable professional

skill and care Coad Real Estate shall not be liable to the Client or any third party for any inaccurate or incomplete information particulars or documents provided by or in relation to any Renter.

- Unless Coad Real Estate is given notice of any Hazardous Condition in the Property Coad Real Estate shall not be liable to the Client or any Renter or any third party for any loss or damage to property or personal injury arising from or related to the Hazardous Condition.
- This Authority authorises Coad Real Estate to act as an agent on behalf of the Client. As such the Client shall remain vicariously liable for any act matter or thing done or omitted to be done by Coad Real Estate while acting on behalf of the Client pursuant to this Authority.
- The Client indemnifies and holds harmless Coad Real Estate and shall keep Coad Real Estate indemnified against any loss damage or personal injury incurred by any Renter or third party arising from the Residential Rental Agreement use or enjoyment of the Property except to the extent that such loss damage or injury is caused by any act neglect or default on the part of Coad Real Estate pursuant to the duties and obligations imposed on Coad Real Estate by this Authority.

AGREEMENT

1. Our Commitment and services

1.1 Agent Services - Coad Real Estate will perform and provide the Agent Services:

1.1.1 With reasonable professional skill and care and in good faith with regard to interest of the Client in the Property.

1.1.2 With the diligence expected of a professional estate agent.

1.1.3 In compliance with all applicable laws, good estate management and Professional Conduct Rules of Real Estate Institute of Victoria.

1.1.4 In accord with any deadline or timing reasonably required by the Client.

Coad Real Estate warrants that it is a member of the Real Estate institute of Victoria.

1.2 Other Advisors - Coad Real Estate shall co-operate with any other professional advisors instructed by the Client in relation to the Property whose names have been notified to Coad Real Estate and supply to them promptly at the reasonable expense of the Client all such information concerning the Property as they shall reasonably request.

1.3 Letting services

Where the Client authorises Coad Real Estate to let or re-let the Property, unless otherwise instructed by the Client or excluded under the terms of this Authority, Coad Real Estate will during the term of this Authority:

(a) provide to the Client estimates of potential rental income and advice on ways to maximise the Property's appeal to achieve such potential, but otherwise follow the Client's instruction in respect of actual rental to be applied in any Residential Rental Agreement;

(b) market the Property as required to achieve letting of the Property, such as marketing arrangements to be agreed to by the parties;

(c) be responsible for locating and introducing to the client suitable prospective renters based on agreed established criteria so as to enable the Client to make an informed decision as to the suitability of prospective renters;

(d) conduct Property inspections with potential renters;

(e) check the suitability of prospective renters utilising appropriate residential tenancy databases where necessary;

(f) negotiate, finalise, and where necessary execute on behalf of the Client, any Residential Rental Agreement or amendments or variations thereto, including any other documents in relation to a Residential Rental Agreement authorised by this Authority or otherwise agreed to in writing by the Client;

(g) prepare and provide to the Client any inspections required under relevant legislation.

1.4 Management services

Where the Client authorises Coad Real Estate to manage the Property as indicated by the terms of this Authority, unless otherwise instructed by the Client or excluded under the terms of this Authority, Coad Real Estate will during the term of this Authority:

(a) Collect and receive all monies payable in accordance with any Residential Rental Agreement (rent, bond, and otherwise) with respect to the Property;

(b) Lodge bond forms as required with the RTBA and prepare and serve any notices required to be served on a renter in respect of their Residential Rental Agreement, whether as required by relevant legislation or otherwise;

(c) Conduct and arrange periodic property inspections and other inspections as may be required under this Authority and relevant legislation or as otherwise requested by the Client;

(d) In respect of repairs and maintenance:

i. Advise the Client of any defect, damage or want of repair to the Property of which Coad Real Estate is informed or becomes otherwise aware;

ii. Initiate and pay for maintenance, services and repairs on the Property, enlisting licensed and/or qualified tradespeople where required without first seeking permission from the Client up to a maximum expenditure:

A. of \$300 for non-urgent repairs; and

- B. up to a sum of not more than \$2,500 for urgent repairs.
 - iii. obtain the Client's written approval before ordering maintenance, services or repairs if the cost of the maintenance, services or repairs is more than the allowable maximum expenditure as set out in clause 1.4(d)(ii).
 - iv. In cases where urgent repairs (as defined in the Residential Tenancies Act 1997) are required:
 - A. immediately initiate repairs up to the maximum expenditure as set out in clause 1.4(d)(ii); and
 - B. where such repairs exceed the maximum expenditure as set out in clause 1.4(d)(ii), immediately contact the Client or other designated contact for further instruction;
 - v. take reasonable steps to ensure goods and services obtained for the Client are at competitive prices;
 - (e) advise the Client upon the termination of any Residential Rental Agreement and or a renter vacating the Property;
 - (f) immediately notify the Client in writing if Coad Real Estate becomes aware of a renter's breach of their Residential Rental Agreement;
 - (g) prepare for and attend VCAT hearings where required;
 - (h) for and on behalf of the Client, recover monies due and unpaid by a renter subject to their Residential Rental agreement and in so doing may use independent legal services. Coad Real Estate may claim fees due under this Authority from any monies recovered;
 - (i) provide financial statements and account to the Client with respect to all monies received, paid, or used by Coad Real Estate, carrying out Coad Real Estate's obligations under this Authority; and
 - (j) issue tax invoices, when necessary or required by the Client, in respect of all monies owing by the Client to Coad Real Estate.
- 2.1 While this authority is in force, Coad Real Estate may deduct the Agents Fees and Charges from any Rent received for the Property, and the Client acknowledges and agrees that Coad Real Estate is irrevocably authorised to make such deductions.
 - 2.2 Any modifications to this Authority may only occur with the prior written consent of the authorised officer of Coad Real Estate.
 - 2.3 If the Client is entitled to any Rent that has been forfeited as a result of a Renter failing to assume occupation of the Property, the Client covenants and agrees to do all things and take all reasonable steps to recover any such forfeited Rent from the Renter or such other person as may be liable for the payment of such forfeited Rent.
 - 2.4 In the event the Property is leased and Coad Real Estate does not receive any Rent, the Client acknowledges and agrees that it must pay all Agents Fees and Charges to Coad Real Estate immediately upon Coad Real Estate's request.
 - 2.5 If Coad Real Estate provides an invoice to the Client, and the Client fails to pay such invoice within thirty (30) days of receiving the invoice, the unpaid monies under that invoice will be considered overdue ("Overdue Monies"). Penalty interest shall accrue in respect of the Overdue Monies at the rate fixed from time to time under Section 2 of the Penalty Interest Rates Act 1983, calculated from the date of the invoice until the date the Overdue Monies are paid by the Client in full.
 - 2.6 The Client acknowledges Coad Real Estate may, during the term of the Authority, to better facilitate the provisions of the Authority, utilise the services of another agent in which case there may be commission sharing and upon the Client granting consent to commission sharing, which consent shall not be unreasonably withheld, the Client will complete the new Authority making such provision, but otherwise on the same terms as this Authority (unless amendment is agreed to) including completion of the Agents Fees and Charges section of this Authority to enable such commission sharing for the balance term of this Authority.
 - 2.7 The parties agree Coad Real Estate will have been the effective cause of letting, where Coad Real Estate has been a source of information

2. Our Fees

with respect to bringing to the attention of a Renter that the Property is available for rent.

3. Leasing Property

Coad Real Estate agrees to use best endeavours to lease the Property on the Client's behalf, and if the Property is successfully leased, the Client must pay the Agent's Fees as follows:

- 3.1 If the Property is leased during the Exclusive Leasing Period, whether it is leased by Coad Real Estate or by any other person.
- 3.2 If the Property is leased during the Continuing Leasing Period by Coad Real Estate.
- 3.3 If the Property is leased before this Authority is signed but the Renter is a person introduced to the Property by Coad Real Estate.
- 3.4 If at any time within the period that is within four (4) calendar months after expiry of the Authority Period, the Property is leased for the Rent referred to in this Authority to a person introduced to the Property by Coad Real Estate where such person was introduced to the Property within the Authority Period.
- 3.5 In the event Coad Real Estate leases the Property during the Authority Period, the Client acknowledges and agrees that it also authorises Coad Real Estate to subsequently re-let the Property to any new Renter or transferee, and if such re-letting occurs at any time, even if the Authority Period has expired, the Client must pay to Coad Real Estate the applicable Agents Fees.
- 3.6 In the event the Property is not leased during the Authority Period or the Continuing Leasing Period, the parties acknowledge and agree that Coad Real Estate is granted a non-exclusive authority to lease the Property for an additional continuing leasing period identical in duration to the Continuing Leasing Period.

4. Marketing Expenses

On executing this Authority the Client must pay to Coad Real Estate the maximum amount of Marketing Expenses. Throughout the currency of this Authority the Client must pay Marketing Expenses to Coad Real Estate on demand. The Client may request from Coad Real Estate from time to time (acting reasonably) an itemised list of Marketing Expenses.

5. Managing Property

- 5.1 The Client appoints Coad Real Estate to manage the Property for the duration of this

Authority or any period during which Coad Real Estate manages the Property.

- 5.2 Authority vested in Coad Real Estate by this Authority shall be deemed to be vested in Coad Real Estate's authorised employees provided that the Client will at all times remain the principal.
- 5.3 Coad Real Estate agrees to such appointment.
- 5.4 When delegating authority to authorised employees, Coad Real Estate (licensee) must properly supervise such persons.
- 5.5 Either party may terminate this Authority during the Continuing Leasing Period or the Fixed Management Period at any time on the giving of written notice. Where no notice period is specified in the Essential Particulars to this Authority, the notice period is seven (7) days. Such termination will be without prejudice to either party's existing rights, duties or obligations.
- 5.6 The Client acknowledges and confirms that Coad Real Estate may, with the Client's consent, assign its rights, duties and obligations under this Authority on the giving of fourteen (14) days' written notice to the Client. The Client will be deemed to have consented if no objection is made within the fourteen (14) day period.
- 5.7 Coad Real Estate will not induce, or attempt to induce, a breach of, or an interference with, a contract between the Client and a renter.
- 5.8 Where a Rental Provider's instruction form is attached to this Authority it forms part of this Authority and any alterations in such form during the term of the Authority must be in writing.

6. Property

- 6.1 The Client acknowledges that Coad Real Estate will be relying on the truth, accuracy and completeness of all information provided by the Client in respect to the Property.
- 6.2 Coad Real Estate shall not be responsible or liable to the Client to verify the truth, accuracy and completeness of any information provided by the Client in respect to the Property.
- 6.3 The Client shall notify Coad Real Estate as soon as possible following any change to or receipt of additional information relevant to the leasing and/or management of the Property.
- 6.4 The Client acknowledges to and agrees with Coad Real Estate that there is no patent or

latent defect in the Property which would amount to a Hazardous Condition.

6.5 The Client acknowledges to and agrees Coad Real Estate that if at any time the Client becomes aware of any Hazardous Condition the Client shall give to Coad Real Estate prompt notice in writing of the Hazardous Condition.

6.6 If Coad Real Estate advises the Client of any potential or actual defect with the Property that advice shall be deemed sufficient notice to the Client of a Hazardous Condition.

6.7 The client agrees to notify insurer's or interested financial institutions that the subject property is being tenanted.

7. Indemnity

7.1 Subject to clause 7.2, the Client indemnifies and holds harmless Coad Real Estate, its officers and employees and shall keep Coad Real Estate, its officers and employees indemnified against all actions, claims, demands, losses, costs, damages and expenses (including reasonable legal costs and expenses) or liability incurred or suffered by Coad Real Estate directly or indirectly in relation to Coad Real Estate's control, possession, management, supervision or dealings with the Property under or in connection with this Authority or the termination of this Authority but only to the extent that such liability arises from:

7.1.1 the Client failing to comply with any of its obligations under this Authority;

7.1.2 the cleanliness, safety, construction, building requirements or building deterioration of the Property;

7.1.3 the Client's failure to:

7.1.3.1 meet the Rental Minimum Standards; or

7.1.3.2 make Coad Real Estate directly aware of any Dangerous Condition of the Property or failure to repair it;

7.1.3.3 circumstances where the Property is let but no rent or other monies are received by Coad Real Estate for whatever reason;

7.1.3.4 a Renter's failure to comply with the Renter's obligations under relevant legislation in respect of

their Residential Rental Agreement;

7.1.3.5 any negligent act or omission by the Client under this Authority; and

7.1.3.6 any breach of any covenants and warranties contained in this Authority given by the Client.

7.2 Exceptions: The indemnity in clause 7.1 will not apply to the extent the relevant liability:

7.2.1 is contributed to by the gross negligence of Coad Real Estate, or by a material breach by Coad Real Estate of this Authority, (and in such event, only to the extent of such contribution) except to the extent the liability is insured by liability or property insurance maintained by the Client;

7.2.2 results from any fraud or criminal conduct of Coad Real Estate; or

7.2.3 is due to any intentional or reckless act or omission of Coad Real Estate.

7.3 The Client acknowledges that Coad Real Estate is acting only in the capacity of a managing agent subject to this Authority, and not otherwise.

7.4 Coad Real Estate is not responsible for reporting any matters (including defects latent or otherwise) other than those that are readily apparent during the course of any inspections or as are brought to their attention as managing agent by a Renter.

7.5 It is the Client's responsibility to obtain specific advice in respect of the Property and its soundness as to:

(a) building and structural integrity; and

(b) pest, health, and other requirements.

7.6 The parties must each take all reasonable steps to mitigate any liability in respect of which they are indemnified under clauses 7.1 and 7.2 respectively.

8. Personal Information

8.1 Coad Real Estate will comply with the Australian Privacy Principles in all dealings with the Client.

8.2 Coad Real Estate may need to collect personal information about the Client and the Client consents to Coad Real Estate using any such personal information in order to:

8.2.1 Provide the Agent Services offered by Coad Real Estate.

8.2.2 Market the Property and maintain a client relationship with the Client.

8.2.3 Secure agreements with the Client or third parties to provide goods or services.

8.3 The Client also consents to Coad Real Estate disclosing personal information of the Client to:

8.3.1 Any credit provider or credit reporting agency for the purpose of obtaining information about the consumer or commercial credit or business history of the Client or the commercial activities or credit worthiness of the Client.

8.3.2 The service providers, contractors and affiliated companies of Coad Real Estate from time to time to help improve and market the Agent Services of Coad Real Estate to the Client.

8.4 The Client has the right to access personal information held by Coad Real Estate about the Client and to have any personal information corrected.

8.5 Coad Real Estate will use personal information in accordance with the Privacy Policy and the Privacy Collection Notice adopted by Coad Real Estate. The Privacy Policy and the Privacy Collection Notice can be viewed on Coad Real Estate website or a copy can be made available on request.

8.6 Upon signing this Authority the parties agree Coad Real Estate and the form completion service provider providing this form (if relevant) may without disclosing personal information collect, use and disclose to data collection agencies information contained in this Authority and any subsequent Residential Rental Agreement.

9. Transfer and Delegation

9.1 Coad Real Estate is permitted to transfer ("Transfer") this Authority to a third party licensed estate agent ("Transferee") provided that Coad Real Estate gives prior written notice to the Client ("Transfer Notice"). The Client has fourteen (14) days from the date the Transfer Notice is posted to the Client within which to object in writing to the Transfer. In the event the Client does not object in writing to the Transfer within that fourteen (14) day period, then the Transfer will be deemed as effected and the Transferee shall assume the benefit of this Authority as if such Transferee was named in

this Authority and the Client shall be bound to the Transferee in that regard.

9.2 The Client expressly authorises Coad Real Estate to delegate any of the roles and responsibilities of Coad Real Estate pursuant to this Authority from time to time. Any such delegation shall be made by Coad Real Estate in its capacity as the Client's agent and not by Coad Real Estate as principal in its own right. In the event Coad Real Estate delegates a role or responsibility pursuant to this Authority Coad Real Estate shall not remain liable for performance of that role or responsibility.

10. Security

10.1 In the event any Agents Fees and Charges due and payable to Coad Real Estate remain unpaid for a period of at least thirty (30) days after the date of issue of any invoice ("Overdue Amounts"), in order to secure payment of any such Overdue Amounts the Client charges the Property with the payment the Overdue Amounts. Coad Real Estate shall retain the benefit of the charge until such time as all Overdue Amounts are paid in full.

10.2 In the event any moneys remain due and payable to Coad Real Estate pursuant to this Authority, then as security for performance Coad Real Estate has a right of lien over all documents and other property of the Client that are in Coad Real Estate's possession or control until such time as those moneys are paid in full to Coad Real Estate.

11. Termination

11.1 Coad Real Estate may terminate this Authority in its absolute discretion by giving thirty (30) days' written notice to the Client.

11.2 In the event of failure on the client's part to provide Coad Real Estate with sufficient funds, instructions, and /or documents to enable Coad Real Estate to reasonably perform the Agent Services as contemplated by this Authority, then Coad Real Estate may immediately cancel this Authority by written Notice. Such termination shall be without prejudice to Coad Real Estate's rights under this Authority.

11.3 Coad Real Estate may cancel this Authority immediately by written notice to the Client in any of the following events:

- (a) if the Client revokes the Power of Attorney incorporated in this Authority;
- (b) if the Client fails to properly and promptly confirm any matter reasonably requested by Coad Real Estate; or
- (c) if the Client fails to pay or reimburse Coad Real Estate on request for any expenses that Coad Real Estate has reasonably incurred as authorised under power of attorney under this Authority.

11.4 Upon termination of this Authority all monies owing under this Authority must be paid or reimbursed up to and including the end date of this Authority on a pro rata basis if necessary.

11.5 In the event Coad Real Estate cancels this Authority the Client must immediately on written demand pay or reimburse Coad Real Estate all Agent Fees and Charges and other costs incurred by Coad Real Estate under this Authority, including accruing interest. Interest shall accrue from the due date for payment until the date of payment at the rate of [0.0% p.a] **OR** [the rate prescribed by the Attorney General in accordance with the *Penalty Interest Rates Act 1983*.]

11.6 The Client is not permitted to cancel this Authority during any Exclusive Leasing Period. The Client may cancel this Authority at any time after any Exclusive Leasing Period upon giving not less than thirty (30) days' prior written notice. If the Client has agreed to a Fixed Management Period and the request to cancel this Authority falls within the period of a Fixed Term Residential Rental Agreement, then the Client may only cancel this Authority on payment of liquidated damages, which the parties agree shall be fixed at an amount equivalent to six (6) months of the Agent's Fees payable for management of the Property.

12. Power of Attorney

12.1 The Client appoints the officer in effective control of Coad Real Estate from time to time and/or the representative of Coad Real Estate who manages the Property from time to time as attorney to engage appropriate contractors and/or suppliers to carry out any necessary work and/or provide any necessary goods or services to repair and/or

maintain the Property and/or comply with any law affecting the Property.

12.2 The Client shall pay or reimburse Coad Real Estate on demand for any expense that Coad Real Estate properly incurs acting as attorney for the Client.

12.3 The Client shall promptly ratify and confirm any act, matter or thing done by Coad Real Estate as attorney for the Client on written request by Coad Real Estate.

12.4 The Client acknowledges that if the Client revokes this power of attorney Coad Real Estate may cancel this Authority.

13. Authority to Execute

13.1 The Client expressly authorises Coad Real Estate to execute any Residential Rental Agreement on the Client's behalf where such Residential Rental Agreement has been prepared by Coad Real Estate or the Client's legal representative. The Client further expressly authorises Coad Real Estate to include in the Residential Rental Agreement any other terms or conditions that are reasonably required for the leasing of the Property.

13.2 The Client expressly authorises Coad Real Estate to execute on the Client's behalf any notice or other document relating to the Residential Rental Agreement of the Property for the purpose of performing the Agent Services.

14. Rebate Statement

Coad Real Estate confirms it will not, or is not likely to be, entitled to any rebates during the course of this Authority. A rebate includes any discount, commission or other benefit and includes non-monetary benefits. It is illegal for Coad Real Estate to keep any rebate it receives for advertising or other outgoings purchased on your behalf. Section 48A of the *Estate Agents Act 1980* requires Coad Real Estate to immediately pay you any rebate it receives in relation to the sale management or leasing of your property. Coad Real Estate acknowledges and agrees that it is not entitled to retain any rebate and must not charge you an amount for any expenses that is more than the cost of those expenses. If Coad Real Estate is entitled to a rebate, the rebate Statement Form approved by Director of Consumer Affairs Victoria will be completed at the time of signing this

Authority. The form can be downloaded at www.consumer.vic.gov.au

15. Commission Sharing

15.1 Coad Real Estate may share commission to which it becomes entitled in respect of any estate agency work with:

(a) any of its employees who is an estate agent or agent's representative, or with an estate agent who is a business partner of Coad Real Estate or appointed on a conjunctional basis.

15.2 In the event Coad Real Estate shares any commission with a person who is:

(a) not a licensed real estate agent or an agent's representative in Coad Real Estates employ; or

(b) not a licensed estate agent with whom Coad Real Estate is in partnership,

then Coad Real Estate must first provide to the Client a notice of commission sharing in accordance with section 48 of the *Estate Agents Act 1980*. Where such commission sharing is applicable under this Authority, the Client acknowledges, prior to signing this Authority, having received a notice of commission sharing in accordance with section 48 of the *Estate Agents Act 1980*.

16. Residential rental agreement

If any Residential Rental Agreement of the Property is subject to the Residential Tenancies Act 1997 (as amended from time to time) the Client acknowledges that the Renter may be permitted to arrange for urgent repairs to the Property for which the Client will be liable. The Client authorises Coad Real Estate to arrange for urgent repairs up to the Repair Limit without reference to the Client.

17. Dispute Resolution

17.1 In compliance with the *Estate Agents (Professional Conduct) Regulations 2018*, in the event of any complaint or dispute, Coad Real Estate has dispute resolution mechanisms in place. In the event of a complaint or dispute arises the Client shall be entitled to invoke the dispute resolution mechanisms.

17.2 If the Client has any complaint relating to the payment of Agent Fees and Charges they can refer the matter to the Director of Consumer Affairs Victoria. Unless there are

exceptional circumstances, Consumer Affairs Victoria is unable to hear any dispute in respect of Agent Fees and Charges unless Consumer Affairs Victoria is given notice of the dispute within twenty-eight (28) days of the Client receiving an invoice from Coad Real Estate.

18. Client Acknowledgement

The Client acknowledges that:

18.1 Any Marketing Expenses that Coad Real Estate incurs pursuant to this Authority will be payable irrespective of whether the Property is leased and at the discretion of Coad Real Estate on signing this Authority or on written demand or by deduction from any Rent received by Coad Real Estate.

18.2 Only those Agent Services identified in the Schedule of Agent Services apply to this Authority.

18.3 The Client has received an electronic copy of this Authority immediately after all parties have signed the Authority.

18.4 Before signing this Authority Coad Real Estate has advised the Client that Coad Real Estate has procedures in place for resolving any complaint or dispute. The Client will comply with those procedures to help resolve any complaint or dispute.

18.5 The Client must scroll through and view each page of this Authority before being able to sign it.

19. Client Obligations

The Client agrees to:

19.1 Obtain the consent of any third party required to lease the Property and/or ratify any matter Coad Real Estate undertakes as attorney for the Client.

19.2 Pay Coad Real Estate all Agent Fees and Charges (including any GST) and permit Coad Real Estate to deduct all such sums from money received by Coad Real Estate which may be due to the Client.

20. Client's obligations and authority

20.1 The Client warrants:

(a) it is the owner of the Property and has full authority to enter into all Residential Rental Agreements; or

(b) where it is not the owner of the Property it has full authority to enter into all Residential Rental Agreements.

- 20.2 The Client confirms at the time of entering into this Authority that it has disclosed to Coad Real Estate all relevant and material facts relating to the Property, namely all facts relating to the Client's obligations and authority is detailed in this Authority, including but without limitation, property ownership, Residential Rental Agreements, safety and condition of the Property, and fittings in compliance with relevant government legislation.
- 20.3 The Client will ensure, at its own cost:
- (a) at the commencement of any Residential Rental Agreement, the Property and inclusions are in a fit, proper and safe condition to be let and comply with local and state authority building and other relevant legislation;
 - (b) during the term of any Residential Rental Agreement:
 - i. the Property is in a fit, proper and safe condition to be let for the purposes of a Residential Rental Agreement;
 - ii. the Property and inclusions (including all locks and security fittings) are maintained and are in a reasonable state of repair;
 - iii. sufficient keys to the Property are provided to Coad Real Estate and the Renter(s) for each lock; and
 - iv. the Property is treated as necessary and when required by a licensed pest controller.
- 20.4 In respect of any swimming pool or spa on the Property:
- (a) prior to the start and at all times during the term of a Residential Rental Agreement, the Client must ensure, at its own cost, that any swimming pool or spa complies with the *Building Act 1993 (Vic)* and regulations to the Act and that any such swimming pool or spa:
 - (i) is registered; and
 - (ii) has a current Certificate of Swimming Pool Barrier Compliance.
 - (b) the Client will provide any current Certificate of Swimming Pool Barrier Compliance to Coad Real Estate on request.
- 20.5 The Client must have public liability insurance and be covered for a minimum of \$10million dollars. Such policy must be maintained for the term of the Authority and the Client must upon request provide to Coad Real Estate a certificate annually confirming the currency of such policy.
- 20.6 The Client will at all times during the currency of this Authority keep Coad Real Estate advised of and disclose to Coad Real Estate in writing details of any defects or want of repair to the Property which are likely to result in or cause injury to persons occupying, entering upon or using the Property.
- 20.7 The Client acknowledges, upon receipt of advice or notice from Coad Real Estate in accordance with clause 6.6, the Client must comply with its obligations to maintain the Property in a fit, proper and safe condition.
- 20.8 The Client understands that where urgent repairs are required to be carried out, a Renter may, in accordance with section 72 of the Residential Tenancies Act 1997, carry out such repairs to a limit of \$2,500 including GST, and in such circumstances the Renter is entitled to be reimbursed by the Client.
- 20.9 The Client acknowledges that once a Residential Rental Agreement has been entered into by the Client, it shall not be the responsibility of Coad Real Estate to enforce such Residential Rental Agreement and Coad Real Estate is limited to its obligations under this Authority as an agent of the Client.
- 20.10 In addition to complying with the terms of this Authority, the Client must comply with the requirements of all relevant Acts, legislation, by-laws, rules and regulations, local, state and federal.
- 20.11 Where insufficient funds are available to Coad Real Estate in accordance with clause 2.1, the Client will, upon request by Coad Real Estate, pay any balance outstanding.
- 20.12 Where a product, fixture or fitting provided with the Property has a warning label or safety instructions attached, the Client must not deface, damage or remove such label.
- 20.13 The Client will keep Coad Real Estate advised of any changes to information in respect of this Authority, material facts and, where a Rental Provider's Instruction Form is attached, changes to information in such form.
- 20.14 The Client will refer any prospective renters

of the Property of which the Client becomes aware to Coad Real Estate.

21. Related documents/notices/electronic communication

21.1 The parties agree and confirm any documents and communications in relation to this Authority may be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.

21.2 A Related Document to be served on any party under this Authority shall be in writing and may be served on that party:

- (a) by delivering it to the party personally;
- (b) by leaving it for the party at that party's address as stated in this Authority; or
- (c) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Authority; or
- (d) by electronic communication to the party at the appropriate electronic address as stated in this Authority; or
- (e) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in clauses 21.2(a) to (d) above.

21.3 A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.

21.4 A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions (Victoria) Act 2000*.

21.5 Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.

21.6 Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.

21.7 The parties acknowledge and agree an Electronic Document readily accessible via a

link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.

21.8 The parties agree to execution, delivery and service of documents electronically by a method provided by an electronic signing service provider.

22. Unavoidable Delay

22.1 Coad Real Estate shall not be responsible to the Client or any Renter for any delay in performance of the Agent Services due to any cause beyond the control of Coad Real Estate including act of God, war, terrorism, civil commotion, riot, embargo, order or regulation of government of any relevant jurisdiction, fire, flood, strike, lock-out, labour difficulty, shortage of or inability to obtain any goods or services, or pandemic.

22.2 Nothing in this provision will limit or exclude the responsibility of the Client under this Authority to promptly diligently and fully pay Coad Real Estate any moneys which have become due and payable to Coad Real Estate.

23. General

23.1 This Authority is subject to and shall be construed in accord with the laws in the State of Victoria.

23.2 The Client agrees that this Authority shall be governed and construed according to the laws of the State of Victoria and shall submit to the exclusive jurisdiction of the Courts in the State of Victoria.

23.3 The Client may not transfer any right or entitlement conferred on the Client by this Authority to any third party. The rights and entitlements shall remain personal to the Client.

23.4 Any provision in this Authority that is void, voidable, unenforceable, invalid or illegal and would not be so if one or more words were omitted then those words shall be severed and if that cannot be done the entire provision shall be severed from this Authority without affecting the validity or enforceability of the remaining provisions of this Authority.

23.5 Nothing in this Authority shall be construed or interpreted as constituting the relationship of partners, joint venturers or fiduciaries between the Client and Coad Real Estate.

- 23.6 This Authority constitutes the entire agreement between the Client and Coad Real Estate in respect of the Property and supersedes any previous agreement, understanding and/or negotiation on that subject matter.
- 23.7 No right under this Authority shall be deemed to be waived except by written notice signed by the duly authorised officer of Coad Real Estate. A waiver made by Coad Real Estate shall not prejudice any right in respect of any subsequent breach of the same or any other obligation imposed on the Client.
- 23.8 Any failure by Coad Real Estate to enforce any provision of this Authority or any forbearance, delay or indulgence granted by Coad Real Estate shall not be construed as a waiver.
- 23.9 The provisions of this Authority which are capable of having effect after termination of this Authority shall remain in full force and effect following the expiry or termination of this Authority.
- 23.10 In the absence of any written agreement to the contrary the terms of this Authority shall apply to any other services provided by Coad Real Estate to the Client and to any other property of the Client entrusted to Coad Real Estate.

24. Interpretation

In this Authority, unless the contrary intention appears:

- 24.1 Clause headings are for ease of reference only and shall not be relevant to interpretation;
- 24.2 A reference to a clause number is a reference to its provisions;
- 24.3 Words in the singular number include the plural and vice versa;
- 24.4 Words importing a gender include any other gender;
- 24.5 Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- 24.6 Monetary references are references to Australian currency unless expressed to the contrary;
- 24.7 A reference to two or more elements parts or things and/or reference to "including" shall be inclusive but not exhaustive.
- 24.8 Each of the provisions in this Authority shall be construed as a separate and independent provision.
- 24.9 A reference to a document or agreement including this Authority shall include a reference to that document or agreement as novated altered or replaced from time to time.

25. Definitions

Unless inconsistent with the context of this Authority the terms used in this Authority shall have the meanings attributed to them.

- 25.1 Agent includes Coad Real Estate and any licensed agent or agent representative as defined by the *Estate Agents Act 1980* and any transferee of the business of Coad Real Estate.
- 25.2 Authority Period means the term of this Authority pending cancellation by notice in writing by the Client to Coad Real Estate or 30 days after any Exclusive Leasing Period whichever is the longer period.
- 25.3 Average Annual Rental means an amount equal to or greater than the rental stated in the Essential Particulars or the rental at which the Client signs a Residential Rental Agreement (even if less than the rental stated in the Essential Particulars).
- 25.4 Client means the client on behalf of whom Coad Real Estate is authorised to perform the Agent Services in respect of the Property.
- 25.5 Hazardous Condition means any patent or latent physical defect in the Property which may injure any person on the Property or any adjacent property.
- 25.6 Electronic Document means any electronic communication (Including Notices) as defined in the *Electronic Transactions (Victoria) Act 2000* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- 25.7 Agent Fees and Charges means the commission for leasing and/or managing the Property and includes all Marketing Expenses and other moneys payable by the Client to Coad Real Estate pursuant to this Authority.
- 25.8 Introduced to the Property means to be made aware that the Property is available for lease

from whatever source. A person shall be deemed to have been introduced to the Property by Coad Real Estate if the person becomes aware that the Property is available for leasing as a result of viewing, hearing or reading any advertisement of any kind or medium or other literature referring to the availability of the Property for lease that is connected with us.

- 25.9 Manage means managing the Property and/or the collection of rent, outgoings and other moneys payable by a Renter in any way connected with the Property.
- 25.10 Marketing Expenses includes all advertising expenses and outgoings relating to promotion of the Property for rental agreement.
- 25.11 Person includes a corporation, partnership, trust, institution and any other group of persons or any agent or associate of a person or any person appointed by the original person to take the place of the original person.
- 25.12 Related Document means any written communication including notices, with regard to this matter between the parties, including any Electronic Document.
- 25.13 Rent means any amount less than or equal to or greater than the rent expressed in this Authority or the rent at which the Client signs a Residential Rental Agreement even if less than the rent expressed in this Authority.
- 25.14 Renter means any person to whom the Property is leased or to whom the Property is agreed to be leased. Residential Rental Agreement includes an agreement to lease and/or any heads of agreement offer to lease or any other commitment to lease the Property (whether or not legally binding on the Client or any Renter).
- 25.15 Property means the property identified in this Authority and means real estate as defined in the Estate Agents Act 1980 (as amended from time to time) and includes any other property entrusted to Coad Real Estate by the Client for Coad Real Estate to provide the Agent Services.
- 25.16 Rental Minimum Standards means the standards prescribed in the Residential Tenancies Regulations 2021 or any legislation or regulations replacing them.

- 25.17 Dangerous Condition means any physical defect in the property that may injure anybody on or in the immediate vicinity of the Property.

IMPORTANT INFORMATION

A regular inspection of a property by a qualified building inspector is recommended to identify any structural or other defects. Coad Real Estate is not qualified to undertake such an inspection and cannot accept responsibility to ensure that any property is safe and meets building and Council regulations and to minimise the risk of injury or loss arising from any defect.

If you have not authorised Coad Real Estate to arrange a smoke detector service you are responsible for ensuring that any smoke alarm installed at the property is correctly located and maintained in correct working order. Coad Real Estate cannot accept responsibility for the maintenance of any smoke alarm in such circumstances.

If you have not authorised Coad Real Estate to arrange a gas testing service you are responsible for ensuring that any gas testing is conducted at the property on a regular basis and that all gas appliances are maintained in correct working order. Coad Real Estate cannot accept responsibility for the maintenance of any gas appliances in such circumstances.

If you have not authorised Coad Real Estate to arrange an electrical testing service you are responsible for ensuring that any electrical testing is conducted at the property on a regular basis and that all electrical appliances are maintained in correct working order. Coad Real Estate cannot accept responsibility for the maintenance of any electrical appliances in such circumstances.

This Authority has been prepared by Tisher Liner FC Law for Coad Real Estate. Any amendment to the terms of this Authority should be made by hand and initialled to avoid any confusion or uncertainty as to the intended terms of this Authority.

DISCLAIMER

The contents of this Authority are of a general nature only and may be liable to misinterpretation by users in particular circumstances. Before utilising this Authority you should make independent enquiry as to the full scope and impact of this Authority. iProperty Express Pty Ltd makes no representation as to the quality or accuracy of any information incorporated in this Authority. iProperty Express Pty Ltd disclaims any liability for any loss or damage caused by any person(s) relying on any information incorporated in this Authority.

Client Signature(s)

Rental Provider : **John Smith**

Sign
here: _____ Date: _____