

APPOINTMENT OF AN AGENT TO MANAGE A PROPERTY

1. **Parties:** AN AGREEMENT made between _____ of _____ (hereinafter called "the Owner") and **Maximise** (hereinafter called "the Agent").

WHEREBY IT IS AGREED as follows:

2. **Appointment:** The Owner hereby appoints the Agents to be his lawful agent for managing and supervising the building known as _____ :
- 2.1 to demand and recover from all present and future tenants of the Unit comprised within the said building, all rentals and other sums of money payable by them from time to time and to give receipts therefore and to take all necessary steps, whether by legal action or otherwise, to recover any rental or sums of money in arrears;
 - 2.2 to pay rates, taxes, charges, expenses and other expenditure whatsoever which may from time to time be payable by or chargeable upon the owner for or on account of the said building and immovable property;
 - 2.3 to grant or renew leases of any part of the said building at such rentals and upon such terms as the Agent may, in its absolute discretion, deem proper;
 - 2.4 from time to time to inspect the condition and state of repair to the said building and enter into contracts for and employ any person in repairing the same;
 - 2.5 to sign and give lawful notices to any tenant, whether present or future, of the said building to vacate or to repair or to abate a nuisance or to remedy a breach of any condition in an agreement of lease or for any purpose whatsoever, and to accept surrenders of leases or tenancies upon whatever terms the Agent may think fit;
 - 2.6 to commence any action or other legal proceedings in any court for any purpose necessary to protect the Owner's right and to defend all actions or other legal proceedings that may be brought against the Owner in connection with the said building;
 - 2.7 to make and sign applications to the appropriate government department of the local authority for all of any licenses, permissions and consents required by any Act, regulation or by-law in connection with the management of the said building;
 - 2.8 in general to perform any other act whatsoever, usually performed by estate agents, as fully and effectual to all intents and purposes as the Owner himself could personally, the Owner hereby agreeing to ratify whatsoever the Agent shall lawfully do in relation to the said building.

3. **Accounts and records:** The Agent shall keep full and proper books of account and records showing clearly all revenue, expenditure, transactions and proceedings relating to the agency, such books and records being kept separate from those relating to matters not connected with this agreement. The Agent shall allow the Owner or the Owner's representative at all reasonable times to enter the Agent's premises for the purpose of inspecting the said books and records and making copies thereof.

4. **Remuneration:** As remuneration for the above services, the Agent may retain a commission of 10% (ten percent per month) per unit managed, out of all money collected by him by virtue of this agreement, exclusive of VAT.

5. **Application of balance:** The Agent shall, out of all balance of such money, pay all expenditure and other expenses which shall properly be payable by the Agent hereunder and may maintain a fund not exceeding R.....
 (..... RAND)
 to meet future expenditure and other expenses. Subject as aforesaid, the Agent shall pay the balance of such money as soon as possible and not less than once every month, into
 (.....)
 to the credit of the Owner's account.

6. **Termination:** This agreement will be active for a period of 12 (Twelve) months from date of signature or date to be agreed upon and to be terminated at any time by either of the parties hereto giving to the other 30 (Thirty) days written notice thereof after termination of the initial period.

Signed at _____ on this _____ day of _____ 20__.

Witnesses:

Signature: **Witnesses**

Signature: **Owner**

Signed at _____ on this _____ day of _____ 20__.

Witnesses:

Signature: **Witnesses**

Signature: **Agent, OR Agent's Representative**