****

**LETTING ADMINISTRATION AUTHORIZATION**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Identity number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In my personal capacity, or in my capacity as member / director / trustee, for the time being of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of business or trust)

Registration No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and duly authorized thereto;

(hereinafter “the Landlord”) hereby nominates and appoints Calitz Real Estate to be my Letting and Administration Agents on the terms and conditions set out below, in respect of the following Property:

(Herein after “the Property”).

1. **LETTING AUTHORIZATION**

1.1 To find a Tenant for a monthly rental of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and rent out my property based on the regulations of the lease agreement. Calitz Real Estate will exercise discretion in their choice of Tenant, subject to reasonable caution and sound rental practices.

 1.2. Calitz Real Estate are hereby irrevocable authorized to sign a Lease Agreement on the Landlord`s behalf on the terms and conditions stipulated above and in accordance with the Agreement of Lease. The Landlord**/tenant** acknowledges that he/she will be charged a fee for the preparation of such Agreement of Lease.

1.3 Calitz Real Estate is hereby authorized to do all things necessary to give effect to this authorization including advertising the Property, the performance of credit checks and the erection of “To Let” boards, which costs shall be borne by Calitz Real Estate.

**2. ADMINISTRATION OF PROPERTY**

2.1 For the duration of any Lease Agreement concluded in terms hereof, Calitz Real Estate will be entitled to exercise and perform all the Landlord`s rights and obligations under the Lease Agreement. Without limiting the generality of the fore going, Calitz Real Estate will have full power and authority to collect rentals and other sums payable by the Tenant/Landlord in terms of the Lease Agreement.

2.2 Calitz Real Estate will take reasonable steps to recover from the Tenant the costs of repairs or replacements for which the Tenant is liable. Calitz Real Estate will under no circumstances be liable for any damages caused to the Property (however caused), or the failure to effect recovery of the cost of repairing such damages from the Tenant.

2.3 Calitz Real Estate will collect the monthly rent and transfer the amount as per Lease Agreement into the Landlord`s bank account by the 7th of each month, subject to the Tenant paying rent on time. Calitz Real Estate will also supply the Landlord and tenant with a monthly invoice, detailing all costs and payments.

2.4 The Landlord will pay Calitz Real Estate a monthly fee of 10% on the rent amount in terms of the Lease Agreement. Find attached Schedule ‘A’ explaining all related costs and charges for the Landlord and the Tenant.

2.5 Calitz Real Estate will exercise reasonable credit control functions in respect of amounts payable by the Tenant in terms of any Lease Agreement concluded in terms hereof, but under no circumstances will Calitz Real Estate be liable to the Landlord for payment of any amounts owed and not paid by the Tenant in terms of any such Lease Agreement.

**3. GENERAL**

3.1 This authorization to find a Tenant for the Property will endure for a period of 60 (sixty) days from the date of signature hereof or until this property is rented out by Calitz Real Estate. It is not a Sole Mandate. In the event of Calitz Real Estate fail to find a Tenant within this period, this Agreement will lapse and will cease to be of any further force and effect.

3.2 Upon the conclusion of a Lease Agreement in terms hereof, this agreement will endure for a period equivalent to the period of the Lease Agreement.

3.3 Without prejudice to Calitz Real Estate’s rights in respect of the premature cancellation of the Lease Agreement by the Landlord, the Landlord will be liable upon such cancellation to pay Calitz Real Estates an amount equal to the total fee which would have been payable for the remaining period of the Lease, which will become immediately due and payable on the date of cancellation.

3.4 Should the Landlord cancel this Authorization after Calitz Real Estate has concluded a Lease Agreement, the Landlord will be liable for the fee payable on the complete Lease Agreement period, which will become immediately due and payable forthwith. This is subject to Calitz Real Estate having informed the Landlord that a Tenant has been secured prior the Landlord cancelling the Authorization.

3.5 The Landlord indemnifies and holds Calitz Real Estate harmless against all claims of whatsoever nature which may arise through Calitz Real Estate`s administration of the Property, including, but not limited to, any losses or damaged arising through any act or omission of the Tenant, and waives and abandons all claims which the Landlord may have against Calitz Real Estate in connection therewith.

3.6 The Landlord undertakes to supply Calitz Real Estate on signature of the Lease Agreement, a copy of the Body Corporate rules, where applicable, and a set of keys to the Property, besides the keys for the Tenant.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on the \_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_20 \_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord Witness

SCHEDULE ‘A’

Agency, Landlord and Tenant Fees

**Commission of 10% on the rental, to be paid by the Landlord.**

**This Includes the following:**

1. Invoices to Landlord
2. Invoices to the Tenant
3. One annual Inspections
4. Report on the Inspection
5. The Correspondence to the Landlord regarding the Inspection
6. The transport from and to the property from time to time.
7. Copies of the lease agreement to the Landlord
8. Copies of the lease agreement to the Tenant
9. Photos of the property for updates
10. Handling of Body Corporate Inquiries, excluded repairs that is BC responsibility
11. Handing copies of the Body Corporate Rules to all Tenants where applicable
12. Securing the Deposit in an Interest bearing trust account
13. Securing the rent each month
14. Paying of rent to the Landlord
15. Making sure that when out-going inspection is done the Tenants deposit is allocated accordingly.
* **Contract Fee** - R 1 800.00 - payable by Tenant
* **Annual Inspection -** R 450.00 covered by landlord – once off.
* **Administration Fee on Municipal Accounts** - R 50.00 payable by Landlord if we have to Invoice the tenant, secure the payments and pay COCT. (City of Cape Town)
* **Administration Fee on Rates and Taxes** - R 50.00 payable by Landlord

(Only charged when the agent have to pay the rates and taxes on behalf of the Landlord each month)

* **Administration Fee on Levies & HOA –** payable by the Landlord if we have to pay the BC out of rent received.
* **Insurance Fee -** R 165.00 payable by the tenant, but will reflect as a deduction from the owners statement.

**(**Although the tenant pays for this, we just load it on top of the monthly rent, this is to secure the Land lord against any cost when an eviction takes place.

* **Late Payment Fee** 5% on outstanding rent will be charged
* **Administration Fee on any Repairs** - that need to be done R 250.00 payable by the Landlord.
1. Includes the calls to the tenants to make arrangements for the handy man to give their quotes, normally 2 quotes are requested from the Landlord.
2. Includes the calls to the handy man instructing them to do the quotation.
3. Includes the correspondence between the agent and the Landlord on which quote to go for.
4. Includes the correspondence to the Tenant to arrange for the work/repairs to be done.
5. Includes correspondence with the handy man for a suitable date with them and the tenants.
6. Includes photos of the job done on completion.
7. Includes the payments to the Handy man if funds are available.

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on the \_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_20 \_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord Witness

Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on the \_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_20 \_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant Witness





**Account information**

|  |  |
| --- | --- |
| Name of account holder |  |
| Bank name |  |
| Account number |  |
| Branch code/ Branch name |  |
| Reference |  |

