

# BnbHosting Management Agreement

## AGENT

Name:	Primrose Property Consultants Pty. Ltd. T/as BNB Hosting (ACN 006 691 121)	
Of:	PO Box 1426, DARLING VIC 3145	
Contact Details:		
	Mobile:	0424 642 919/0415 333 380
	Email:	bookings@bnbhosting.com.au

## LANDLORD

Name of owner:		
Address:		
Contact Details:	Telephone:	
	Mobile:	
	Email:	
	Contact Person:	

## PROPERTY

Address:	
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## EXECUTION

**DECLARATION:** I hereby acknowledge that I have received and read the written terms and conditions of this agreement and I enter into this agreement freely with the intention of being legally bound by those terms and conditions.

Dated the	day of	2017
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<b>Signed by or on behalf of the Landlord:</b>	
<b>Print Name:</b>	
<b>Capacity/Position:</b>	

<b>Signed by or on behalf of the Agent:</b>	
<b>Print Name:</b>	
<b>Capacity/Position:</b>	

## TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1. **"Agent"** means Primrose Property Consultants Pty. Ltd. T/as BNB Hosting ACN 006 691 121.
- 1.2. **"Agreement"** means the agreement and these terms and conditions. It includes these terms, any covering letter, quotation, estimate and any other document that refers to these terms.
- 1.3. **"Appointment Term"** means the period from the date of the Agreement up to and including the date the Agreement is terminated.
- 1.4. **"Claim"** means any actual, contingent, present or future claim, demand, action, suit or proceeding for any Liability, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether direct or indirect, and whether in contract, tort (including but not limited to negligence) or otherwise.
- 1.5. **"Dangerous Condition"** means a burst water service or a serious water service leak, a blocked or broken lavatory system or fittings, a serious roof leak, a gas leak, a dangerous electrical fault, flooding or serious flood damage, serious storm, fire or impact damage, a failure or breakdown of the gas, electricity or water supply to the premises, a failure or breakdown of an essential service or appliance on premises for hot water, cooking or heating, a fault or damage that makes premises unsafe or unsecure, a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of premises, or a serious fault in any staircase, lift or other common area which inhibits or unduly inconveniences residents in gaining access to or using the premises.
- 1.6. **"Landlord"** means the Landlord set out in the agreement, the registered proprietor of the property and/or the person who engaged the Agent for the Services.
- 1.7. **"Lease"** means the lease of any property managed by the Agent subject to this agreement and references to short-term lease, holiday lease have the same meaning in this agreement.
- 1.8. **"Liability"** means any loss, liability, cost, payment, damages, debt or expense (including but not limited to reasonable legal fees).
- 1.9. **"Outstanding Debts"** means all amounts unpaid by the Landlord to the Agent as payable under the Agreement and in accordance with the relevant terms herein.
- 1.10. **"Payable Revenue"** means the amount of revenue payable to the Landlord from the tenant for the lease of the Property less any commission or fees payable to the Agent by the Landlord referred to in clause 9.
- 1.11. **"Privacy Act"** means *Privacy Act 1988* (as amended by the Privacy Amended (Enhancing Privacy Protection) Act 2012).
- 1.12. **"Price"** means the price of the services including but not limited to any other charges the Agent is entitled to under the Agreement.
- 1.13. **"Property"** means the real property subject of the services provided by the Agent in the Agreement.
- 1.14. **"Services"** means the services listed in Schedule 1 of the Agreement and any services associated with the Agreement.
- 1.15. **"Working Files"** means any file currently in progress for the provision of Services by Agent subject to this Agreement.

### 2. ACCEPTANCE

- 2.1. The Landlord is taken to have accepted, and is immediately bound, jointly and severally, by the Agreement if the Landlord (or its agent or employee):
  - 2.1.1. orders the services; or
  - 2.1.2. accepts provision of the services.
- 2.2. These terms and conditions may only be amended with the Agent's written consent and shall prevail to the extent of any inconsistency with any other document or agreement.

### 3. EXCLUSIVE APPOINTMENT

- 3.1. The Landlord exclusively appoints the Agent to provide the Services for the Property to the Landlord.

### 4. UTILITIES

- 4.1. The Landlord is required to maintain and pay all utilities which includes however may not be limited to water, electricity, gas, hot water, all water, council & owners' corporation rates and WIFI. The Landlord must authorise the Agent on these accounts for emergency situations where the Landlord cannot be contacted and a service is not available in full working order for the guest or tradesman.

### 5. REPAIR/MAINTENANCE

- 5.1. The Landlord authorises Property Management Melbourne to arrange repairs to the property at the Landlord's expense up to an amount of \$3,000. Where possible the agent will first contact the Landlord for authorisation. If the Landlord is not available, then in the event of an urgent repair (to be defined at the discretion of the Agent) the Agent will arrange the repairs and invoice the Landlord accordingly.

### 6. CONDITION OF PROPERTY

- 6.1. The Landlord warrants to the Agent that the Property (which includes all fixtures, fittings and any goods and chattels with the Property) is not in a Dangerous Condition and warrants that:
  - 6.1.1. If at any time the Landlord becomes aware of any Dangerous Condition the Landlord will immediately notify the Agent of the Dangerous Condition both verbally and in writing; and
  - 6.1.2. If anybody is injured because of the Dangerous Condition of the Property, the Landlord will fully indemnify the Agent (and anybody engaged through the Agent) against any resulting claim or proceeding.

### 7. PRICE

- 7.1. The Price for the Services shall be as follows:
  - 7.1.1. Commission in amount of 20% plus GST of the total gross

### 8. PAYMENT TERMS

- 8.1. The Agent may, at any time, unilaterally vary the terms of trade in its absolute and unfettered discretion.
- 8.2. Should the Landlord not pay for the Services in accordance with the terms and conditions provided herein, or as agreed in writing by the Agent from time to time, the Agent will be entitled to deduct any outstanding amount from the Payable Revenue on the Property held by the Agent prior to remitting the balance of the Payable Revenue to the Landlord.

### 9. CHARGE/SECURITY

- 9.1. The Landlord charges in favour of the Agent all its estate and interest in any real property that the Landlord owns at present and in the future with the amount of its indebtedness until discharged and consents to any caveat which the Agent may choose to lodge, against any real property that the Landlord may own, even though the Landlord may not have defaulted in carrying out its obligations hereunder.
- 9.2. The Landlord charges in favour of the Agent all its estate and interest in any personal property that the Landlord owns at present and in the future with the amount of its indebtedness until discharged.
- 9.3. Where the Landlord has entered into a previous Agreement with the Agent in which the Landlord has granted a charge, mortgage or other security interest (including a security interest defined in PPSA) over or in respect of real or personal property, those charges, mortgages or other security interests and the terms which directly or indirectly create rights, powers or obligations in respect thereto will continue and co-exist with the obligations and security interests created in this Agreement and will secure all indebtedness and obligations of the Landlord under this Agreement. The Agent may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

### 10. COSTS

- 10.1. The Landlord must pay for its own legal, accounting and business costs and all costs incurred by the Agent relating to any default by the Landlord. The Landlord must also pay for taxes (if any) payable on this Agreement.
- 10.2. The Landlord will pay the Agent's costs and disbursements incurred in pursuing any recovery action/or any other claim or remedy, against the Landlord, including collection costs, debt recovery fees, commission and legal costs on an indemnity basis. Such costs, disbursements and commission will be due and payable by the Landlord to Agent irrespective of whether pursuit of the recovery action, claim or remedy is successful.
- 10.3. The Agent may apply and allocate payments received by, or on behalf of, the Landlord in a manner in the Agent's absolute and unfettered discretion, including to attribute the payments to satisfy obligations which are or are not secured by a purchase money security interest or otherwise.

### 11. INDEMNITY

- 11.1. The Landlord agrees to indemnify the Agent for all and any costs and disbursements incurred in pursuing any recovery action or any other claim or remedy, against the Landlord, including collection costs, debt recovery fees, commission and legal costs on an indemnity basis. Such costs, disbursements and commission will be due and payable by the Landlord to the Agent irrespective of whether pursuit of the recovery action, claim or remedy is successful.
- 11.2. The Landlord agrees to indemnify the Agent against all and any losses sustained by the Agent because of any claim(s) or action(s) brought against the Agent, whether those claim(s) or action(s) are by the Landlord or by a third party, pursuant to any event arising from or because of the Agreement.

### 12. LIABILITY

- 12.1. The Agent is not liable for any loss caused to the Landlord due to strikes, lockouts, fires, riots, war, embargoes, civil commotions, acts of God or any other activity beyond the Agent's control.
- 12.2. In relation to the supply of services, the Agent's liability is limited to supplying the service again.
- 12.3. The Agent will not be liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of

## TERMS AND CONDITIONS

opportunity or benefit, loss of a right or any other indirect loss suffered by the Landlord because of Services provided by the Agent.

### 13. AGENT'S LIEN

13.1. The Agent will maintain and exercise a lien over the Landlord's documents and other chattels/property in the possession or control of the Agent whilst the Landlord is indebted to the Agent under the terms and conditions of this Agreement. The lien will continue in effect against the Landlord's property until the Agent has received all outstanding debts in full by the Landlord.

### 14. DEFAULT

14.1. Each of the following is an event of default, namely:

- 14.1.1. The Landlord allowing any sum of money payable to Agent pursuant to this Agreement to remain unpaid one (1) clear day following the day upon which the amount became due and payable;
- 14.1.2. The Landlord failing to punctually perform or observe any of the conditions or obligations imposed upon it by this Agreement and such failure remaining unresolved for a period of seven (7) clear days after the notice in writing is served upon the Landlord by Agent specifying the default;
- 14.1.3. If the Agent ascertains that the Landlord has made any false, inaccurate or misleading statement having a material effect in relation to the making of the Agreement or any related or collateral document;
- 14.1.4. If the Landlord is a company, upon the passing of a resolution for its winding up or the making of any order by any court for its winding up, the appointment of a controller, provisional liquidator, receiver, or receiver and manager, or voluntary administrator in respect of it or in respect of the whole or any part of its assets;
- 14.1.5. If the Landlord, or if the Landlord is a company, any director of the Landlord, being convicted upon indictment of a criminal offence or being sentenced to a term of imprisonment; or
- 14.1.6. If the Landlord breaches any one or more of the terms or conditions of this Agreement.

14.2. A statement rendered by Agent to the Landlord will be proof of the amount due.

### 15. TERMINATION

- 15.1. The Agreement may be terminated for any reason by either party at any time by giving seven (7) clear days written notice;
- 15.2. Upon termination of the Agreement and for any reason, Agent will cease all activity, provided there are no amounts receivable on account due to Agent, shall promptly provide to the Landlord all work produced and provided to Agent by the Landlord in connection with this Agreement.
- 15.3. Agent have the right to charge the Landlord a fee pursuant to Agent prevailing hourly rate for services associated with the cessation and transfer of the work.

### 16. WARRANTIES BY LANDLORD

- 16.1. The Landlord will provide any and all information that the Agent requires in order to provide the services to the Landlord;
- 16.2. The Landlord warrants to the Agent that the Property (including all fixtures, fittings and any goods and chattels within the Property) is/are not in a dangerous condition and further warrants that:
  - 16.2.1. If at any time the Landlord becomes aware of any dangerous condition the Landlord will immediately notify the Agent of the dangerous condition both verbally and in writing.

### 17. JURISDICTION

- 17.1. The Landlord acknowledges and agrees that:
  - 17.1.1. this Agreement will be governed by the laws of Victoria, and the laws of the Commonwealth of Australia which are in force in Victoria;
  - 17.1.2. any contract for the supply of services between Agent and the Landlord is formed at the address of Agent; and
  - 17.1.3. The parties submit to the exclusive jurisdiction of the courts of Victoria and the relevant federal courts and courts competent to hear appeals from those courts.

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## PRIVACY STATEMENT

1. This privacy statement encompasses consents, notifications and disclosures under or in relation to the Privacy Act 1988 (as amended by the Privacy Amended (Enhancing Privacy Protection) Act 2012) ("Act").
2. The terms of this statement operate concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy shall prevail.
3. The Landlord consents to the Agent collecting, using and disclosing personal information (including sensitive information) for both their primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
4. The Agent may disclose Information to, and about them and the Landlord hereby acknowledges that they consent to the disclosure of such information to the Agent's employees, subsidiaries, employees, agents and related bodies

5. corporate, past present or prospective credit providers of the Landlord or their related bodies corporate, including for the purpose of that person considering whether to offer to act as guarantor or offer security for that credit, and/or overseas recipients and recipients who do not have an Australian link.
5. Due to the Landlord's consent to the disclosure to overseas recipients hereunder, APP 8.1 will not apply to the Agent's dealings with the Landlord's information.
6. The Landlord will be deemed to have acknowledged and accepted the terms of this privacy statement by either signing and returning this statement, failing to provide written notification to The Agent within 14 days of receipt of this statement that its terms are not accepted, continuing to trade with The Agent after receipt of this Statement or, if the Landlord are directors or guarantors of a customer, by not taking steps to prevent the customer from continuing to trade with The Agent after receipt of this statement.

Signed by the Landlord on \_\_\_\_\_ [date]

Name of Landlord: \_\_\_\_\_

Signature of Landlord: \_\_\_\_\_

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## SCHEDULE 1

1. Listing the property on Airbnb – which includes arranging professional photos, advertisement copy & floor plan.
2. Managing all enquiries & bookings regarding the Property.
3. Arranging possession with meet & great for all guests where possible. Alternatively, a key safe will be used outside the normal business trading hours.
4. Arranging professional cleaning & commercial laundry (where applicable), cleaner also has a list of the inventory/condition report & is educated to report to us immediately any discrepancies.
5. Inspecting the Property periodically where possible to review condition or arrange any work or replacements required not previously brought to our attention by the Landlord or tenant.
6. Conduct and provide regular reports on property condition.
7. Handling any maintenance and /or replacements as required.
8. Toilet paper, basic bathroom products (hand soap, shampoo & conditioner) are included.