

Dear [Client's Name],

Re: Terms of Business for Tenant Find Services

We are pleased to have the opportunity to provide our tenant find services to [Client's Company Name]. These terms of business outline the terms and conditions under which Fitzgerald Property Services will operate on behalf of [Client's Company Name].

## Scope of Services:

Fitzgerald Property Services agrees to provide the following tenant find services to [Client's Company Name]:

### a. Tenant Find:

#### Property Marketing:

Fitzgerald Property Services will undertake comprehensive marketing efforts to promote the rental property through various channels, including online platforms, social media, and traditional methods, to maximise visibility and attract potential tenants.

#### Tenant Screening:

Fitzgerald Property Services will conduct a rigorous screening process involving thorough background checks, credit assessments, and rental history verification to identify qualified and responsible tenants in accordance with the landlord's criteria.

#### Property Viewings:

Fitzgerald Property Services will coordinate and conduct property viewings with prospective tenants, providing detailed information about the property and addressing inquiries to facilitate informed decision-making.

#### Lease Agreement Preparation:

Fitzgerald Property Services will be responsible for the preparation of all necessary legal documents, including the tenancy agreement, ensuring clarity, fairness, and compliance with relevant regulations.

#### Reference Checks:

Fitzgerald Property Services will contact previous landlords, employers, and other relevant references provided by potential tenants, adding an additional layer of assurance regarding the suitability of prospective tenants.

#### Deposit Collection:

Fitzgerald Property Services will facilitate the secure and transparent collection of tenant deposits, adhering to legal requirements and industry standards, including proper documentation and handling in compliance with relevant regulations.

#### Tenant Onboarding:

Fitzgerald Property Services will manage the onboarding process, ensuring completion of all necessary documentation and providing essential information to facilitate a smooth commencement of the tenancy.

#### Handover to Property Management:

Upon successful tenant acquisition, Fitzgerald Property Services will seamlessly transition management responsibilities to the designated property management team to ensure continuity and a cohesive tenant-landlord relationship throughout the tenancy.

By engaging Fitzgerald Property Services for Tenant Find services, the client acknowledges and agrees to the aforementioned procedures. This detailed description forms an integral part of the broader Terms of Business agreement between Fitzgerald Property Services and [Client's Company Name].

## Fees and Payments:

### Fee Structure:

#### a. Initial Setup Fees:

Fitzgerald Property Services charges an initial setup fee for the commencement of Tenant Find services. This fee covers the administrative and preparatory work associated with marketing the property, conducting initial screenings, and preparing necessary documentation.

#### b. Tenant Acquisition Fee:

In consideration of successfully securing a tenant for the property, Fitzgerald Property Services will charge a tenant acquisition fee. This fee reflects the efforts put into property marketing, tenant screening, and the overall facilitation of the leasing process.

#### c. Additional Charges (if applicable):

[Specify any additional charges that may apply, such as fees for specific services or exceptional circumstances.]

## Payment Terms, Frequency, and Methods:

#### a. Payment Terms:

The client agrees to remit payment for the initial setup fees upon the execution of this agreement. The tenant acquisition fee is due upon the successful placement of a tenant.

#### b. Frequency:

All fees are one-time payments and are non-refundable. No recurring fees are associated with the Tenant Find services.

c. Methods of Payment:

Payments may be made via [Specify accepted methods of payment, e.g., bank transfer, credit card, etc.]. Details for remittance will be provided in the invoice accompanying this agreement.

By engaging Fitzgerald Property Services for Tenant Find services, the client acknowledges and agrees to the specified fee structure and payment terms outlined herein. This detailed description forms an integral part of the broader Terms of Business agreement between Fitzgerald Property Services and [Client's Company Name].

## Terms of Engagement:

### Duration of Agreement:

a. Commencement Date:

This Tenant Find Services Agreement shall commence on [Start Date] and shall remain in effect until [End Date], unless terminated earlier in accordance with the terms herein.

b. Termination Conditions:

The agreement may be terminated by either party under the following conditions:

i. Mutual Agreement:

The agreement may be terminated by mutual written consent of both parties.

ii. Breach of Agreement:

Either party may terminate this agreement if the other party is in material breach of any of its obligations and fails to remedy such breach within [specified timeframe] days of receiving written notice specifying the breach.

iii. Unforeseen Circumstances:

In the event of unforeseen circumstances that prevent either party from fulfilling their obligations under this agreement, either party may terminate the agreement with written notice to the other party.

## Termination Clauses and Conditions:

a. Notice Period:

The terminating party shall provide [specified timeframe] days' written notice to the other party before the intended termination date.

b. Outstanding Payments:

Upon termination, all outstanding payments for services rendered up to the termination date shall become immediately due and payable.

c. Return of Documents:

The client agrees to promptly return any documents, keys, or property-related materials provided by Fitzgerald Property Services upon termination of the agreement.

By engaging Fitzgerald Property Services for Tenant Find services, the client acknowledges and agrees to the specified duration and termination terms outlined herein. This detailed description forms an integral part of the broader Terms of Business agreement between Fitzgerald Property Services and [Client's Company Name].

## Client Obligations:

### Client Responsibilities:

a. Provision of Property Information:

The client agrees to furnish Fitzgerald Property Services with accurate and comprehensive information pertaining to the property intended for tenant placement. This includes but is not limited to property specifications, amenities, and any specific requirements or restrictions related to potential tenants.

b. Documentation Submission:

The client is responsible for providing all necessary documentation related to the property promptly. This includes property ownership proof, any relevant certificates, and other documents required for tenant screening and lease agreement preparation.

c. Cooperation in Property Viewings:

The client agrees to facilitate property viewings by providing reasonable access to the premises for potential tenants during mutually agreed-upon times. Cooperation in presenting the property in its optimal condition for viewings is essential to enhance its marketability.

d. Communication and Feedback:

The client agrees to maintain open and timely communication with Fitzgerald Property Services. Any changes in property details, preferences, or requirements should be promptly communicated to ensure the effectiveness of the tenant finding process.

e. Collaboration in Decision-Making:

The client acknowledges their role in the tenant selection process. While Fitzgerald Property Services will conduct thorough screenings, the final decision on tenant selection remains a collaborative effort, and client preferences will be taken into account.

f. Timely Responses:

The client agrees to respond promptly to inquiries, requests for information, or any other communication from Fitzgerald Property Services that is pertinent to the tenant finding process.

By engaging Fitzgerald Property Services for Tenant Find services, the client acknowledges and agrees to fulfil the aforementioned responsibilities. This detailed description forms an integral part of the broader Terms of Business agreement between Fitzgerald Property Services and [Client's Company Name].

## Confidentiality:

### Confidentiality of Information:

a. Non-Disclosure Agreement:

The client and Fitzgerald Property Services mutually acknowledge the sensitive nature of information exchanged during the Tenant Find services. Both parties agree to maintain strict confidentiality regarding all details related to the tenant finding process, including but not limited to property specifics, tenant screening results, and any other proprietary information disclosed during the engagement.

b. Limited Disclosure to Third Parties:

The client agrees not to disclose, share, or disseminate any confidential information provided by Fitzgerald Property Services to any third party without prior written consent, except as required by law.

c. Authorized Personnel:

The client understands that access to confidential information will be restricted to authorized personnel directly involved in the tenant finding process. Any subcontractors or third parties engaged by Fitzgerald Property Services will also be bound by confidentiality obligations.

d. Duration of Confidentiality:

The obligation of confidentiality extends beyond the termination of this agreement. Both parties agree to uphold the confidentiality of information for a period of [specify duration] following the conclusion of the Tenant Find services.

e. Exceptions:

Confidentiality obligations shall not apply to information that is or becomes publicly available through no fault of either party or is independently developed without reference to the confidential information.

By engaging Fitzgerald Property Services for Tenant Find services, the client acknowledges and agrees to adhere to the confidentiality terms outlined herein. This detailed description forms an integral part of the broader Terms of Business agreement between Fitzgerald Property Services and [Client's Company Name].

# Insurance:

## Insurance Requirements:

### a. Property Insurance:

The client acknowledges the importance of maintaining adequate property insurance coverage during the Tenant Find services. It is the responsibility of the client to ensure that the property is adequately insured against risks such as fire, theft, and other relevant perils. Fitzgerald Property Services shall not be held liable for any damage or loss to the property during the tenant finding process.

### b. Liability Insurance:

The client is encouraged to maintain liability insurance coverage to protect against potential claims arising from accidents or injuries that may occur on the property during the tenant finding process. Fitzgerald Property Services shall not be liable for any third-party claims or liabilities related to the property.

### c. Verification of Insurance:

Upon request, the client agrees to provide Fitzgerald Property Services with proof of property and liability insurance coverage. This may include policy documents, coverage details, and contact information for the insurance provider.

### d. Notification of Changes:

The client agrees to promptly notify Fitzgerald Property Services of any changes in insurance coverage or the cancellation of policies related to the property during the term of the Tenant Find services.

### e. Indemnification:

The client agrees to indemnify and hold Fitzgerald Property Services harmless from any claims, losses, or damages arising from the absence or inadequacy of property and liability insurance coverage during the tenant finding process.

By engaging Fitzgerald Property Services for Tenant Find services, the client acknowledges and agrees to comply with the insurance requirements outlined herein. This detailed description forms an integral part of the broader Terms of Business agreement between Fitzgerald Property Services and [Client's Company Name].

# Dispute Resolution:

## Dispute Resolution:

### a. Negotiation:

In the event of any dispute arising from or in connection with the Tenant Find services, both parties agree to initiate negotiations in good faith to resolve the dispute amicably. This may

involve discussions, meetings, or written correspondence between authorized representatives of Fitzgerald Property Services and [Client's Company Name].

b. Mediation:

If negotiations do not result in a resolution within a reasonable timeframe, both parties agree to submit the dispute to mediation. A mutually agreed-upon, impartial mediator will facilitate the resolution process. The costs of mediation will be shared equally unless otherwise agreed upon.

c. Arbitration:

If mediation does not lead to a resolution, the dispute shall be submitted to binding arbitration in accordance with the rules of a recognized arbitration institution agreed upon by both parties. The decision of the arbitrator(s) shall be final and binding on both parties.

d. Litigation:

If arbitration is not a viable option or fails to resolve the dispute, either party may pursue legal action through the appropriate courts in accordance with the governing law specified in the broader Terms of Business agreement.

Costs of Resolution:

a. Each party shall be responsible for their own costs associated with the dispute resolution process, including legal fees, unless otherwise determined by the arbitrator(s) or agreed upon in writing by both parties.

By engaging Fitzgerald Property Services for Tenant Find services, the client acknowledges and agrees to adhere to the dispute resolution procedure outlined herein. This detailed description forms an integral part of the broader Terms of Business agreement between Fitzgerald Property Services and [Client's Company Name].

## Governing Law:

### Governing Law:

a. The interpretation and enforcement of all terms and conditions related to the Tenant Find services shall be governed by and construed in accordance with the laws of England, excluding any conflict of law principles.

Dispute Resolution:

a. Any dispute, controversy, or claim arising out of or in connection with the Tenant Find services shall be subject to the exclusive jurisdiction of the courts of England. Both parties hereby consent to the personal jurisdiction of such courts.

By signing below, both parties acknowledge their acceptance of the terms outlined in this agreement for the tenant find service.

Fitzgerald Property Services  
[Authorised Signature] Date: [Date]

[Client's Company Name]  
[Authorised Signature] Date: [Date]

We look forward to a successful collaboration in providing exceptional Tenant Find services to [Client's Company Name].