**DEED OF APPOINTMENT**

**BETWEEN**

**MR KOFO AJERE**

**(CLIENT)**

**AND**

**MR. HYACINTH OSEJI AND**

**OSAS AIGBEKAEN**

**(MANAGING AGENTS)**

**IN RESPECT OF YOUR PROPERTY LOCATED**

**OFF ENEKA ROAD, ATALI, PORT HARCOURT.**

**THIS DEED OF APPOINTMENT** is made this ………….

**BETWEEN**

**MR KOFE AJERE,** of No………………………………………, Port Harcourt (hereinafter called “**The Client**” which expression shall where the context so admits include his successors-in-title and assigns) of the **ONE PART.**

**AND**

**MESSRS. HYACINTH OSEJI AND OSAS AIGBEKAEN** all of No. 26 Aba Road, Port Harcourt, Rivers State, carrying on business in Nigeria under the name and style of **Osas & Oseji** and having their place of business at No. 26 Aba Road, Port Harcourt, (hereinafter called the **Managing Agents**” which expression shall where the context so admits include their lawful representatives, assigns and successors-in-title) of the **OTHER PART.**

**WHEREAS:**

1. The Client is beneficially entitled to **ALL THAT** property located at off Eneka Road, Atali, Port Harcourt.
2. The client is desirous of appointing a competent and professional manager to manage the property and have asked the Managing Agents to act on his behalf in this capacity which the Managing Agents have consented to do upon the conditions **hereinafter contained.**
3. **THE MANAGING AGENTS SHALL HAVE THE FOLLOWING POWERS:**
4. To take charge of, manage and control the property and generally to do and perform all such matters and things for the good management of the same as the client might or could do himself.
5. To advise the client at the commencement of this appointment regarding the adequacy or suitability of the insurance cover provided by the client in respect of the property or any part of it, **PROVIDED THAT** if the Managing Agents shall recommend, the client may consider commissioning from time to time an insurance valuation of the property to be undertaken by a reputable firm of Estate Surveyors and Valuers to ensure the adequacy of insurance covers at all times (and to pay promptly all premiums of insurance contracts entered into in the name of the client of the above property).
6. To renew underlease and tenancies in respect of the property or any parts thereof to such persons, at such rents and upon such terms as they think fit, to let any such persons into possession thereof and to accept surrenders of such underleases and tenancies. Provided always that such renewed underleases shall first be approved and endorsed by the client.
7. To demand and recover from all present and future tenants of the property all rents and sum of money payable from time to time when due and to give receipt thereof.
8. To remit to the client as they shall be directed all rents collected in respect of the property within seven (7) days of collecting the rent.
9. To sign and give notice to tenants of the property to quit or repair or to abate nuisance, to remedy a breach of covenant or for any other purpose whatsoever.
10. To enter upon the property in the name of the client as often as they may think fit to view the state of repair thereof and to require any tenant as a result of such view to remedy any want of repair for which he/she may be liable and to submit to the client a report on the general state of repair of the property or any part thereof which shall contain the Managing Agent’s recommendations, if any, for the execution by the client of repairs, alterations, additions and any other works necessary or convenient for complying with the covenants of the client or for improving the suitability of the property or any part thereof for the client’s purpose or otherwise.
11. To enforce the performances and observance of all covenants in any underleases or tenancy agreement affecting the property or any part thereof and whenever the right to re-enter the same or any part thereof arises whether from one of the proviso for re-entry contained in any underlease or tenancy agreement or by virtue of a notice to quit to exercise the client’s right of re-entry and to re-enter him/herself or by his/her agent or to commence proceedings to recover possession.
12. To receive notices of assessment of the property to rates and any other charges or impositions which may lawfully be made by any local or other authority and to settle the same with such authority with written approval from client.
13. To render account for all monies which shall come to their hands by virtue of the deed and of the powers and authorities hereby vested in them as aforesaid.
14. To make such regulations as they may think fit subject to written instructions of the client for the efficient management and regulation of the property and to make them binding upon tenants whether by incorporation in an underlease and tenancy agreement or otherwise.
15. In connection with any of the aforesaid purposes to enter into and sign, seal, execute and perfect contracts of every kind **excluding documents of title** but including contracts for the granting of underleases and tenancies and for the maintenance of lifts and any other machinery installed in the property and all correspondence relating thereto, PROVIDED always that all such contracts aforesaid SHALL prior to their execution by the parties be approved and endorsed in writing by the client.
16. To employ such staff as they think fit for the proper carrying out of any obligations which the client may enter into with any tenants for any purpose proper to an underlease or tenancy including without prejudice to the foregoing general security maintenance and sanitary staff without additional cost to client.
17. To provide to the client a half yearly management report detailing receipts, disbursements and status of the above listed services, unless written exceptions are made thereto prior to the rendering of the next half yearly report.
18. To charge by means of deducting from the rent an annual management fee for carrying out the above management duties at the rate of **five percent (5%)** of the gross annual rent roll for the property.
19. Without prejudice to the generality of the foregoing powers the client shall have in addition the specific powers contained in the schedule hereto.
20. If at any time during their employment by the client the Managing Agents shall be guilty of any grave misconduct or shall neglect to give all due attention to the affairs of the property or shall fail to keep the records and accounts as mentioned in Clause I (xiv/xvi) hereof the client shall write a letter to the Managing Agents pointing out all observed lapses or inactions and if the Managing Agents fails to take remedial actions within three (3) months of such notice then the client may terminate the Managing Agents appointment forthwith without any notice and upon such determination the Managing Agents shall not be entitled to claim any compensation or damage for or in respect or by reason of such determination and shall forthwith deliver to the client or his/her nominees all documents, books, papers and records in their possession relating to the property within thirty (30) days.
21. Without prejudice to the right of the client to terminate this agreement under the provisions of Clause 2 hereof either party shall be entitled to terminate this agreement at any time by giving to the other six (6) calendar months’ notice in writing and such notice by the Managing Agents shall be deemed to have been served if sent by registered post or delivered by hand to the last known office of the Client and such notice by the client shall be deemed to have been served if sent by registered post or delivered by hand to the last known office of the Managing Agents.

**IN WITNESS WHEREOF** the party of the first part have caused their common **Seal** to be affixed and the party of the second part have caused their hands and seal to be affixed hereto the day and year first above written.

**SIGNED, SEALED** and **DELIVERED**

by the within named “**CLIENT”** ……………………

**MR KOFO AJERE**

**In the presence of:**

Name:------------------------------------------------------

Address:----------------------------------------------------

Occupation:------------------------------------------------

Signature:--------------------------------------------------

**SIGNED, SEALED** and **DELIVERED**

by the Representatives of the within named “**MANAGING AGENTS”**

………………………… …………………………

**OSAS AIGBEKAEN** **HYACINTH OSEJI**

**In the presence of:**

Name:------------------------------------------------------

Address:----------------------------------------------------

Occupation:------------------------------------------------

Signature:--------------------------------------------------