



ANNEXURE “A” TENANT AGREEMENT

This Annexure “A” has been prepared to highlight important issues during your tenancy. Some of the information may be contained in the terms and conditions of the Tenancy Agreement as a general statement.

It is important to read and understand this agreement.

IDENTIFICATION

The tenant/s are aware that ALL people residing in the property who are over the age of 18 years **MUST** have an application and copy of their identification registered with HC REALTY unless other arrangements have been approved by the Property Manager. Tenant represents and warrants that all of the information supplied by the tenant is true and correct and not misleading in any way.

The tenant shall not use, cause or permit the premises to be used for any illegal purposes or cause a nuisance or for the premises to be used for any other purpose other than dwelling without prior written consent of the agent. The tenant shall not assign, sublet, part with possession of the premises or grant any license to occupy any part thereof. The tenant/s are aware that is the responsibility of the tenant to insure their contents.

ENTRY CONDITION REPORT

The tenant/s acknowledges that they received an RTA Form 1a, Entry Condition Report upon signing their General Tenancy Agreement. The tenant/s agree that should this form not be returned to the agent within three (3) working days, the tenant/s comments shall be invalid and the agent/s comments will be taken as a true and accurate of the property's condition. HC REALTY reserves the right to rectify any concerns immediately upon notification from the tenant upon the return of the entry condition report.

ROUTINE INSPECTIONS

The tenant /s is aware of and agrees to routine inspections of the property every three to four (3-4) months by HC REALTY.

If the tenant/s are unable to be home on that day, the agent will use our office key to access the property. The first inspection may be carried out four weeks after move in, then every three to four (3-4) Months thereafter.

Prior to and during the tenancy, smoke alarms inspections will be carried out as required by law.

PETS (IF APPLICABLE)

NO pets are allowed on the property unless you have a written consent from the owner or Agent.

The tenant agrees that should our office approve pets to be kept on the premises it will be an outside pet only. A separate pet agreement will be signed by the tenant.

Failure to adhere to this agreement will constitute a breach for the keeping of pets at the property.

PARKING OF CARS

Cars, motorbikes, boats, trailers & vans are prohibited from being parked on the front lawn areas, nature strips etc. Oil stains on driveways are the tenant's responsibility to clean & remove.

Unregistered vehicles are NOT to be kept on the premises. The tenant agrees that any damage caused to the lawn/turf due to the prohibited parking of cars is their responsibility to repair.

PAINTWORK ON WALLS

The tenant agrees that no nails, screws, hooks, blue tack, sticky tape or tacks are to be fixed on walls, wardrobes or ceilings without the written permission of the agent. It is our experience that when these are removed, paint and plaster damage occurs and the tenant will be held responsible.

The tenant shall not undertake or authorize any repairs or additions without prior written consent of the owner or owner's agent. Please be aware that should a repair be done without our approval, the cost will be paid by the tenant.

LAWNS & GARDENS

We have taken the time out to ensure that the lawns and gardens are presented in a neat & tidy condition. The tenant agrees to keep the grounds (lawns & garden beds) in the same condition and not to store equipment, boxes, lawn clippings, organic wastes on the property as this is considered rubbish and it creates a place for vermin to reside. Failure to maintain the lawns in a neat and tidy condition will result in a professional lawn maintenance company attending the property.

Any cost incurred will be payable by the tenant.

POOLS (if applicable)

The tenant agrees that it is their responsibility to keep the pool in a well maintained safe condition. The tenant agrees to pay for any associated costs to restore the pool to its original condition should issues occur owing to tenant neglect. The tenant shall not without the owner's prior written permission install any water bed, aquarium, swimming pool or spa on the premises. If the tenant receives written permission to install any of the above at the premises, the tenant is liable for the cost of any damage caused by the escape of water to the owner's fixtures and/or fittings, furniture & chattels or the premises. NO above ground pools to be installed at any time.

SMOKING

The tenant has been advised that smoking is not permitted inside the property and agrees to abide by this term. Any damages caused to the home due to this condition being disregarded will be rectified at the full expense of the tenant. Should the property require deodorizing, it will be at the tenant's expense.

BODY CORPORATES

Should you be renting in a complex, the tenant hereby undertakes to comply with Body Corporate rules & regulations, copy attached.

Non compliance with this clause constitutes a breach of your tenancy agreement.

AIR CONDITIONERS

NO air-conditioners to be installed / erected without prior written approval of the Property Manager.

WATER

WATER CHARGES – AS PER YOUR LEASE AGREEMENT

(A) EXCESS WATER

Water usage in excess of 200KL per annum is payable by the tenant or 100KL per six month period, Current GCC Council rate applies. The tenant/s accepts financial responsibility and irrevocably agrees to pay water usage exceeding 200kl per annum or 100 kl per 6 month lease.

OR

(B) TENANT TO PAY FOR ALL WATER CONSUMPTION

From 1st April 2008, lessors can pass on all water consumption charges to tenants when the following criteria has been met:

- o The property has an individual water meter;
- o The property is certified water efficient;
- o The tenancy agreement states the tenant must pay for water. The Residential Tenancy Act and Regulations state that a property is water efficient if the internal cold water taps, showerheads and toilets meet the performance standards for a 3 star WELS rating or higher.

TELEPHONE LINES

The owner makes no representations about the availability of telephone lines or internet lines or services to the premises. The tenant/s must make their own enquiries. Any cabling or lines left at the end of the tenancy becomes the property of the owner.

In the event that the tenant requires connection to cable television (i.e. Austar/Foxtel) or upgrade of telecommunication service of any kind, approval must be sought from the agent. If approval is granted, the tenant undertakes to have at his/her cost, the services restored to the original condition prior to vacating.

GAS BOTTLES

It is the tenant's responsibility to fill all gas bottles provided at the property upon vacating. Receipt of payment must be supplied to Property Manager.

LIGHT GLOBES

The tenant agrees to replace all light globes in the property as necessary at their own cost.

BATTERIES

The tenant agrees to replace all batteries in remotes, i.e., air-cond remotes & garage remotes at the property when necessary at their own cost.

DISHONOURD CHEQUES / RENT PAYMENTS & ARREARS

Cheques that have been refused by the bank for any reason will attract a fee to cover bank charges and processing costs.

Should rent arrears occur and documents be lodged with the court, tenant/s will be responsible to pay any costs involved with all the above.

CARPET STAINS

The tenant agrees to remove marks and stains on the carpet immediately before serious and permanent damage occurs. If necessary, a professional carpet cleaner should be engaged.

Stain Busters telephone 1300 650 251 are highly recommended.

VACATING

Two weeks prior **WRITTEN** notice must be given to agent if you wish to vacate / renew your lease agreement. The tenant is aware that we as agents, are permitted to allow prospective tenants to view the property upon giving reasonable notice (24 hours).

The tenant is further aware that a "For Lease" sign may be placed on-site during this time. Should you change your mind within these two weeks you will be charged a flat fee of \$350 for administration.

The tenant agrees that if the premises are not cleaned to the Agent's satisfaction a professional cleaner will be engaged to clean as required and the cost will be deducted from the bond.

Should the tenant carry out additional cleaning themselves it should be done on the next business day (between 9am and 4pm). Should the lease end on a Friday, Saturday will be classed as a business day (between 9am and 4pm). Keys must be collected by the tenant from the HC Realty office.

Please Note: The property **must** be cleaned to the satisfaction of the HC Realty property manager therefore we highly recommend that you engage in a professional cleaner. We highly recommend Chris Wade Cleaning Services Ph: 0413 984 267.

Please Note: Exit inspections will be carried out during business hours and not with the tenant present.

FLEA CONTROL

Tenants with pets agree to have a flea spray conducted both internally & externally upon vacating. This is at the tenants own expense and a copy of the receipt is to be provided to Property Manager.

In the event that additional cleaning is required, the agent may arrange for a professional cleaner to carry out the work and deduct the cost from the bond. If the tenants wish for the opportunity to carry out the additional cleaning themselves, the tenant/s will be responsible to pay rent until the work is completed, access permitted only at the Property Manager's discretion and subject to time available.

Shane Gartner's Pest Control telephone 5564 5901 mobile 0418 845 535 are highly recommended.

BREAK OF LEASE

The tenant understands that if they wish to break their lease two weeks prior **WRITTEN** notice must be given to the agent. The tenant is responsible for paying all advertising costs, a break lease fee being equivalent to one week's rent plus GST and all loss of rent incurred prior to a new tenant taking up residency in the property. Tenant is also responsible for the general up-keep of the premises including lawns and gardens until such time as new tenancy commences. The tenant further acknowledges that all monies **MUST** be paid before the commencement of any advertising for a replacement tenant and also understands that should they decide to stay at the property on or after a written vacate date has been given, they are responsible to pay an administration fee of \$350.00.

KEYS

In the event that you lock yourself out of your home, please contact our office to confirm that a spare set of keys are held. You may collect these during office hours, you will be required to pay a \$50.00 refundable deposit or lodge your License with our office in order to collect the keys, which **MUST** be signed out. **Please note:** keys may only be collected by a person named on the tenancy agreement. On vacating, the tenant agrees to return all keys & remotes (in working order) for the premises to the agent at the agent's place of business on or prior to terminating the date of the tenancy. Following the termination of the tenancy, rent and all costs of maintaining the property shall be the tenant's responsibility until such time as all keys and remotes are returned the HC REALTY office.

TICA

The tenant is aware that if he/she should be in Breach of any clause of this agreement, a record of such may be recorded with the TICA rent check National Tenancy Register. Should there be any outstanding debts, the tenant is aware that all costs involved in recouping the outstanding monies will be done so at their full expense.

BANK CHARGES

Should the deposit reference (given to you for your rental payments at the bank or via the internet) not be shown or bond 'top up monies' not be shown as a separate entity a bank fee (from Suncorp Metway) of \$30.00 (Thirty dollars) will be payable by the tenant.

The tenant(s) agree that they have read and understood the above information and that this Annexure "A" forms part of the tenancy agreement.

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Witness by Agent: _____ Date: _____