

Belongil Dreaming
46 Childe Street
Byron Bay NSW 2484

TENANCY AGREEMENT

Jasmine Smith 0413 708 803
Email: dream46@bigpond.net.au

This Agreement is made on theday of 20

BETWEEN: Belongil Dreaming 46 Childe Street Byron Bay (Jasmine Smith as landlord)

of: **PO Box 2500 Burleigh MDC Qld 4220**

AND: (please nominate all tenants)

.....
..... (as tenant)

of

.....

Phone:

1. The landlord operates Belongil Dreaming 46 Childe Street Byron Bay
2. The tenant wants to rent Belongil Dreaming 46 Childe Street Byron Bay
3. The parties agree to lease Belongil Dreaming 46 Childe Street Byron Bay on the following terms and conditions:

(a) Term nights = \$

Arrive..... Depart

(b) Occupants:

Adults..... Children.....

(c) Linen (sheets and towels) can be provided for an additional \$120.

(d) Rent:

The rental for the term shall be paid:

(i) **50%** of total rental on acceptance of the booking and on signing this agreement

(ii) **50%** of total rental within fourteen (14) days prior to taking up occupation (including linen if applicable)

The rental shall be paid by cash, cheque or such other method acceptable to the landlord. Your credit card will only be debited in the case of damage, excessive cleaning, or disposal of excess rubbish which is charged by the cleaner. (See terms and conditions)

(iii) **Damage deposit** - please provide your credit card detail as follows:

Name..... Type of card.....

Credit card no..... Exp date.....

THE TENANT UNDERSTANDS AND AGREES TO THE FOLLOWING TERMS AND CONDITIONS OF LETTING THE PROPERTY:

1. The premises are fully furnished excluding the supply of linen and towels. (If you require linen, please enquire about costs)
2. A deposit of fifty percent (50%) of the total rent due is required immediately upon making the booking. A damage deposit of \$500.00 is also authorised by credit card authority herein enclosed.
3. Final payment is due in full by cash or cheque (14) fourteen days prior to occupancy.
4. CHECK-IN TIME IS AFTER 2.00 PM. CHECK OUT TIME IS BEFORE 10.00 AM.
5. The deposit is accepted on the basis of the current rental and conditions for the premises and is subject to any increase in rental or conditions as may be notified by the landlord or her agent prior to the commencement of letting. (Every reasonable endeavour will be made to offer alternative accommodation should this occur).

6. No animals are allowed inside the premises. Prior approval must be sought to have an animal on the property.
7. Parties or group gatherings outside of the nominated tenants are not allowed. Belongil Dreaming is a residential home, located in a residential area, and the neighbours are permanent residents. Therefore, parties or gatherings of people outside the nominated tenants are not permitted out of respect for our neighbours.
8. **A curfew on music and loud noise is imposed after 10.00pm.** You must respect the peace and quiet of the neighbours. A warning following a noise complaint will be given. Any further complaints may result in a notification to vacate the premises immediately with no refund given. The police in Byron Bay show no tolerance to loud music or noise and act quickly from complaints from neighbours. Please be conscious of this.
9. The holiday letting organisation (HLO) of Byron enforce the curfew on loud music and if called to ask the tenant in this agreement to turn down the music, the tenant authorises the \$100.00 call out fee charged by the HLO to be debited to the credit card nominated in this agreement. After one warning for noise by the HLO, tenants will be evicted with no refunds.
10. If the tenant has a problem with loud music from a neighbouring property you can call the holiday letting security hotline on 02 6626 6888.
11. In the case of a telephone, web or postal booking, the landlord and tenant acknowledge that any description of the premises is made in good faith and accept no responsibility for any misdescription or misrepresentation that may be incorrectly interpreted by the tenant after the booking has been made.
12. Breakages, damage, lost keys, extra cleaning costs or excess rubbish removal costs are to be replaced and/or paid for by the tenant out of monies deducted from the credit card bond authorised herein. The tenant authorises the landlord or agent to process and deduct the applicable charges through their credit card merchant facilities. Upon vacating the premises please inform the landlord, or leave a note for the cleaner, of any breakages or damage done, so the affected items may be replaced immediately.
13. No responsibility is taken by the agent or the owner for tenant's personal property that may be lost or stolen. We recommend that the premises should always be locked when going out.
14. The premises are available on the condition that it will accommodate a maximum of six (6) people. Children under the age of two (2) are excluded from this condition. The person whose name is noted in the tenancy agreement is solely responsible for the period of tenancy and number of persons stated and any damage done to the premises or extra costs charged to the landlord.
15. The nominated tenants are the only people allowed to occupy the premises. If other parties are found to be residing in Belongil Dreaming that are not the nominated tenants in this agreement they will be evicted immediately. If alternative parties are found to be in occupancy other than the nominated tenants in this agreement they will be evicted and the rent paid by the tenants in this agreement that are not in occupancy will be forfeited.
16. Refunds following cancellation are only available if the landlord is notified one (1) month prior to the commencement of the booking and a booking fee of one hundred dollars (\$100.00) shall be deducted. Should the booking be cancelled within one (1) month of the booking date, the landlord reserves the right to retain all deposit moneys held.
17. The Tenant and their invitees shall immediately vacate the premises upon notice by the landlord or their agent of their breach of clauses 6, 7, 8, 9 and 15 and the tenant acknowledges that these are essential clauses in this Agreement.

I/We the undersigned have read and understand the terms and conditions of this tenancy agreement and agree to those terms and conditions.

.....
Signed by the tenant

.....
Signed by the landlord

Please print out, sign, and return by fax to 07 5576 8777

Payment can be made directly to our bank account, details as follows: **BSB: 037 139 Account: 954924**

Please ensure the credit card details are completed to cover the bond