

TENANCY AGREEMENT

Lisa's Beach House

Lisa Lambert – mobile: 0409 796 677
email: stay@lisasbeachhouse.com

This Agreement is made on the..... day, of 200

BETWEEN. Lisa's Beach House (**Ocean Greens Pty Ltd**) (as "Landlord")

of: PO Box 98, Isle of Capri QLD 4217

AND (Please nominate all tenants):-

.....
.....
.....(As tenant)

of:.....
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Ph:-.....

1. The Landlord operates Lisa's Beach House situate **131 Alcorn Street, Byron Bay.**
2. The Tenant wants to rent Lisa's Beach House.
3. The parties agree to lease Lisa's Beach House on the following terms and conditions:-

- (a) Term: - days. From: - to:-**
- (b) Occupants Adults: - Children:-**
- (c) Rent:-\$**

The rental for the term shall be paid:-

(i) As to \$ (50% of total rental) on acceptance of the booking and on signing this agreement.

(ii) As to \$ (Balance 50% of total rental) within twenty one (21) days prior to taking up occupation.

The rental shall be paid by **cash, cheque, direct debit**, or such other method acceptable to the Landlord. Your Credit card will be required for the damage deposit only be debited in the case of excessive cleaning, or disposal of excess rubbish, which is charged by the cleaner or damage to the apartment (see terms and conditions).

(iii) Damage Deposit. Please provide your credit card (Visa, Mastercard only) details as follows:-

Name:-**Type of Card:-**

Credit Card No: -**Exp Date:-**

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

1. The Premises are fully furnished including the supply of linen and towels.
2. A deposit of fifty percent (50%) is required of the total rent due immediately upon making the booking. A **damage deposit of \$1,000.00** is to be paid directly into the owners bank account upon the final payment being due which will be refunded upon the satisfactory inspection of the property upon vacation. (The owners will supply bank details upon receiving the signed tenancy agreement)
3. Final payments are due in full by **cash, or cheque (21) twenty one days, or direct debit** prior to occupancy.
4. **CHECK-IN TIME IS AFTER 2.00 PM. CHECK OUT TIME IS BEFORE 10.00AM**
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 his Agent prior to the commencement of letting. (Every reasonable endeavor will be made to offer alternative accommodation should this occur).
6. No smoking is allowed inside the Premises.
7. Under no circumstances are animals allowed on or inside the premises.
8. Parties or group gatherings outside of the nominated tenants are not allowed. Lisa's Beach House is 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.
9. The nominated tenants are the only people allowed to occupy the premises.
10. **A curfew on music and loud noise is imposed after 10.00pm.** You must respect the peace and quiet of the neighbours that live in the Alcorn Street precinct. A warning following a noise complaint will be given. 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 quiet when leaving and returning to the property by foot, particularly at night.
11. The Holiday Letting Organisation (**HLO**) of Byron Bay enforce the curfew on loud music and if called to the Property to request that the nominated tenant in this agreement is notified that they are too loud, the tenant authorises the **\$100.00 charge out fee** to be debited to the credit card, nominated in this agreement. After one warning for noise by the **HLO**, the nominated tenants will be evicted with no refunds.
12. 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.**

13. In the case of web bookings, the Landlord and Tenant acknowledge that any description of the premises is made in good faith and accepts no responsibility for any misdescription or misrepresentation that may be incorrectly interpreted by the tenant after the booking has been made.
14. Breakages, damage, lost keys, lost auto door controls, extra cleaning costs or excess rubbish removal costs are to be replaced and paid for by the tenant out of monies deducted from the cash or credit card bond authorised herein. The tenant authorises the Landlord or Agent to process and deduct the applicable charges through their cash bond 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 effected items may be replaced immediately.
15. No responsibility is taken by the Agent or the Owner for Tenants personal property that may be lost or stolen. We recommend that the premises should always be locked when going out.
16. The Premises are available on the condition that it will accommodate a maximum of eight **(8) people. Children under 2 are not included in this restriction.** The persons whose names is noted in the Tenancy Agreement are all 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.
17. Refunds following cancellation are only available if the Landlord is notified one (45) days 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.
18. The Tenant and their invitees shall immediately vacate the premises upon notice by the Landlord or their Agent of their breach of Clauses 7, 8, 9, 10, 11 and the Tenant acknowledges that these are essential clauses in this Agreement.
19. The tenant acknowledges that they are fully responsible for the cost of any serious damage done to the property.

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

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Signed by the said TENANTS

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Signed for and on behalf of the LANDLORD

Please print out, sign and return by Email Scan or Post and send 50% deposit made out to Ocean Greens Pty Ltd to: - PO Box 98, Isle of Capri QLD 4217

Thankyou and enjoy your stay.