

TENANCY AGREEMENT
"Ana Mandara"

21 Alcorn St, Byron Bay, NSW, 2481.
Graham Wight- mobile: 0410 309016
Email: gw@platformproperty.com.au

This Agreement is made on the..... day, of 200
BETWEEN, Graham James Wight and Michelle Louise Wight (as "Landlord")
of: **PO Box 4011, Clayfield QLD 4011**

AND (Please nominate all tenants):-

.....

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

of:

Ph:

1. The Landlord operates Ana Mandara situate 21Alcorn Street, Byron Bay.
2. The Tenant has agreed to rent Ana Mandara.
3. The parties agree to lease Ana Mandara 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 plus a \$1,000.00 deposit) within twenty one (21) days prior to the giving and taking of possession of the premises.

The rental shall be paid by **cash, cheque, or direct deposit**, or such other method acceptable to the Landlord.

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 noise and damage deposit of \$1,000.00** is to be paid directly into the owners bank account in addition to the balance payment being due which will be refunded subject to the satisfactory inspection of the property after the premises have been vacated and the owner being satisfied that the covenants of this agreement have not been breached by the tenant. (The owner will supply bank details upon receipt of the signed tenancy agreement.)
3. The payment of the balance of rental due plus the payment of the deposit is due in full by **cash, cheque or direct deposit within (21) twenty- one days prior to the commencement of the tenancy.**

4. **CHECK-IN TIME IS AFTER 2.00 PM. CHECK OUTTIME 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. Where cigarettes are smoked outside the premises the tenant is responsible to ensure that smokers place all butts and other debris in the ashtray provided.
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. Ana Mandara Beach House is located in a residential area and many of the neighbours are permanent residents. Therefore, parties or gatherings of people outside the nominated tenants are not permitted out of respect for the rights of our neighbours and in particular their right to the peaceful enjoyment of their own properties.
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.** The tenants must respect the desire of residents of Suffolk Park to maintain the peace and quiet of the precinct. A warning following a noise complaint by a neighbour 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 a curfew on loud music and if called to the Property following a complaint received from a neighbour, the tenant authorises the **\$100.00 charge out fee** to be deducted from the deposit paid. After the first warning for the generation of excessive noise given by the HLO, and in the event that a second complaint is received by the HLO in relation to the generation of excessive noise from the premises the landlord will be at liberty to terminate this agreement without notice and evict the nominated tenants. In this event the tenant will not be entitled to a refund of any rent or deposit paid.
12. If the tenant has a problem with loud music from a neighbouring property the tenant is at liberty to complain to 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 mis-description or mis-representation 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 paid by way of deposit authorized herein. The tenant authorizes the Landlord or Agent to deduct the applicable charges after determining the amount of damages. Upon vacating the Premises, please inform the Landlord, or leave a note for the cleaner advising of any breakages or damage done, so the affected items may be replaced immediately.
15. No responsibility is taken by the Agent of 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.

16. The Premises are available on the condition that it will accommodate a maximum of eight **(8)** people. **Children under the age of 2 years 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 (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 with in 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 Fax (07 32560812) or Post and send 50% deposit made out to GJ & ML Wight to: - PO Box 480, Clayfield QLD 4011.

Thank you and enjoy your stay!