

# DI JONES SHORT TERM LEASE AGREEMENT

PLEASE FILL IN THIS LEASE, SIGN AND RETURN WITH YOUR DEPOSIT MONEY.  
BOOKINGS ARE ONLY ACCEPTED WITH DEPOSIT AND FULLY COMPLETED LEASE.

## PARTIES

Landlord

C/- Di Jones Real Estate
Level 1/68 Moncur Street, Woollahra ABN 68 109 388 141

Tenant

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## PREMISES

Address of Premises to be leased

Postcode:

## 1. TERM

From 2PM on 

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 TO 11AM on 

	/		/	
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Term of

	Weeks		Days	
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## 2. RENT

Booking Charges are the following:

- Rent for Stay
- Booking Fee of \$110
- Linen and Launder supply Fee(Dependant on the number of beds in Property)
  - \$88 – 1 Bed Property
  - \$111- 2 Bed Property
  - \$154- 3 Bed Property
  - \$199- 4 Bed Property
- Security Deposit of \$200 – from which any excess cleaning charges/damages or telephone calls from the property phone will be deducted(the balance will be refunded 4-6 weeks after vacating the property).

50% of the total of booking charges are payable at the time of booking, the 50% balance is required minimum 5 days prior to check-in. If the booking is within a 30 day period, 100% of the charges is due at the time of booking.

Rate

	Per night
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Number of people staying

Adults	Children (incl age)
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Deposit

(Sundries and 50%of rent) \$
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Balance

(Payable prior to arrival) \$
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Total rent

\$
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### 3. CANCELLATION

Part cancellation of a booking will not be accepted.

The Landlord may cancel at any time up to 1 months prior to the letting, in which case the Tenant will receive a full refund. JHS Realty Pty Ltd will endeavour to find equivalent accommodation.

Should the Tenant cancel up to 3 months before the letting, the Tenant will be entitled to a full refund of all monies paid less booking fee (\$110). Within 3 months, deposits on cancelled bookings are only refundable when the Premises are re-let for the whole term of the cancellation at the full rent.

### 4. CHARGES

- i Gas & electricity charges : inclusive
- ii Telephone charges: Payable by tenant
- iii Other charges payable by the tenant: excess charges, please see special conditions 4 and 11.

### 5. THE TENANT AGREES WITH THE LANDLORD/AGENT:

- i To maintain and leave the Premises in a clean, tidy and undamaged condition. In the case of non-compliance a cleaning fee may be charged.
- ii To pay the rent prescribed herein in advance.
- iii That the Premises or any part thereof shall not be used for any purpose other than as holiday accommodation and that no more than 4 persons are to be accommodated. Occupancy of more than the stated number of persons may render the Tenant liable to cancellation of the tenancy.
- iv Not to assign or sub-let the whole or any part of the Premises.
- v That all damages, breakages and losses to the Premises and/or furniture, furnishings and lock and key replacements are to be reported to the Agent immediately. The Tenant shall be responsible for any damages or breakages and these must be paid for by the Tenant within a 28 day period of billing.
- vi Not to remove any of the furniture or effects from the Premises.
- vii To allow the Landlord and/or Agent to enter and view the state of repair of the Premises.
- viii That the Tenant will be responsible for any damage caused to the Premises.
- ix That animals are not permitted on or in the vicinity of the Premises. If pets are found the Tenant may be liable for the cost of cleaning and/or fumigating the Premises and the tenancy may be terminated.
- x That fish or any other seafood are not to be cleaned on the Premises.
- xi That no responsibility is taken for the Tenant's personal property left on the Premises and such property may be disposed of immediately by the Landlord and/or Agent.
- xii That the Tenant or any persons using the Premises shall not conduct themselves in a manner which is a nuisance or annoyance to adjoining or neighbouring occupiers and shall comply with the requirements of all statutory laws, regulations and by-laws applicable in respect of the Premises. Please see special condition 18.
- xiii That in the event of the Premises being offered for sale, to allow the Landlord and/or Agent to inspect the Premises with prospective purchasers during reasonable hours by appointment.
- xiv That in the event of the Premises being sold, this Agreement is cancelled and all deposit monies will be refunded in full. A minimum of one month's notice shall be given.
- xv That at the time of the booking, the Landlord and/or Agent has described the Premises and its position to the best of their ability and in good faith and as accurately as possible and that no responsibility or refund for alleged misdescription can be accepted.
- xvi Other Special Conditions
  - 1. The security deposit is to be held by the Agent for payment of any outstanding monies owed by the Tenant during & after tenancy including telephone charges, extra cleaning charges, damages etc: If these charges are greater than the amount of the deposit the Tenant agrees to pay the outstanding amount in full on account from the Agent. During tenancy, telephone accounts will be billed to the Tenant on a monthly basis and payable within seven days.
  - 2. The Tenant agrees that if any personal cheques are dishonoured, refer to drawer, present again etc, then a \$25 fee will be incurred. ank cheques will be the only form of payment accepted thereafter.
  - 3. The Tenant agrees to allow the Landlord's Agent to hold in their possession duplicate keys to the said property. Should any keys be lost, misplaced or broken they will be replaced at the Tenants expense.
  - 4. All calls are charged with an added premium of 55 cents per call eg: a local 30c call will be charged to the Tenant at 85c.
  - 5. The Tenant agrees not to drive nails, screws, or hooks (including sticking hooks) into or in any way deface the walls of the premises.
  - 6. The Tenant agrees to maintain where applicable, washing machine, clothes dryer, waste disposal unit, refrigerator or dishwasher in good working order and at the termination of the tenancy shall be handed over to the landlord clean and in good working order.
  - 7. The Tenant must return all keys and vacate the premises by 11.00 am on the day of departure, otherwise rental will be charged up to and including that date on which the keys are returned.
  - 8. In the instance of a Tenant locking themselves out after office hours, the tenant is to arrange a locksmith at their own expense.

9. All TVs are tuned prior to tenancy. Should they need retuning during or after tenancy this will be charged to the Tenant.
10. The Tenant is required to keep the Agent informed regarding vacating dates, should they differ/change from that on the lease. Any Tenant wishing to extend their booking agrees with the Agent to confirm in writing and forward payment on or prior to the day of extension.
11. Rental prices include electricity and gas should the bill not exceed normal usage. Should the account be extreme then the Tenant will be responsible for the difference. (Previous bills will be supplied).
12. The Tenant agrees to allow the landlord's Agent to view the property with prospective clients on the condition that every attempt is made to contact the Tenant 24 hours prior and/or an agreed appointment is made.
13. The Tenant agrees that any unpaid account over thirty (30) days will immediately be handed to the debt collector with an incurred fee of 20%.
14. The Tenant agrees that the Agent or Landlord does not accept responsibility for damage to persons or property whilst occupying the premises. This extends to damage caused by vehicles parked on the roadside in front of the property.
15. The Tenant agrees with the Agent that if there is rent in arrears by twenty one (21) days or more, the Agent has the right to change the locks without notice.
16. Despite any other provision of this lease, if a goods and services tax (GST) is imposed on any supply made to you in connection with this lease, the amount you must pay for this supply is increased by the rate at which that GST is imposed..
17. If the said property has internet, if the internet is deemed not to work because of a problem with the tenants computer and is proved to work with the agents computer, the agency will take no responsibility. The agent is not responsible to fix the tenants computer. If the agent is to attend the property this will be at a cost to the tenant of \$50/hour.
18. There are no parties of any type to take place in the property. If there is a party held in the premises there will be an automatic \$1000 per day penalty applied to your credit card and you will be evicted from the premises without any refund.

## 6. PRIVACY POLICY

The personal information that the Tenant provides is necessary for the Landlord and/or Agent to verify the Tenant's identity, to process and evaluate the application and to manage the holiday letting and premises. Personal information collected may be disclosed to other parties including the Landlord, referees, other agents and third party operators of tenancy databases. Information already held on the tenancy databases may also be disclosed to the Landlord and/or Agent. If the Tenant fails to comply with their obligations under this Agreement, that fact and any other relevant personal information collected about the Tenant during the course of the holiday letting may also be disclosed to the Landlord, third party operators of tenancy databases and/or other agents or as allowed pursuant to the Privacy Act. If the Tenant would like to access the personal information the Agent holds, they can do so by contacting the Agent at the address and contact numbers contained herein. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date. If the information is not provided, the Agent may not be able to process the application and manage the tenancy.

## 7. BREACH OF TERMS AND CONDITIONS

Should the Tenant breach the terms and conditions above then the Landlord and/or Agent may re-enter the Premises. Breach of any of these terms and conditions shall also permit the Landlord and/or Agent to refuse to hand over the keys and/or immediately terminate the holiday letting.

## 8. USE OF PREMISES

I/we the Tenant do hereby certify that I/we require the Premises for the purpose of a holiday only and that my fixed place of abode is as stated below.

## 9. TENANT'S PARTICULARS

i Home address

Postcode

ii Telephone

Home

Work

Mobile

Email address

iii Driver's License No. or Passport No.

Car Registration No.

Date of birth

Methods of payment please tick method of payment:

- Credit Card  
 Direct Deposit  
 Cheque

#### AUTHORITY TO DEBIT CREDIT CARD

I hereby give authority to JHS Realty Pty Limited T/As Di Jones Real Estate ABN 68 109 388 141 to debit my credit card as shown.

Card Type:  AMEX 3% Surcharge Applies  
 MASTERCARD/VISA 2% Surcharge Applies

Card Holder Name: \_\_\_\_\_

CARD NUMBER: \_\_\_\_\_ EXPIRY: \_\_\_\_\_

Di Jones Real Estate may charge any costs associated with this lease to my credit card.

Signature: \_\_\_\_\_

Direct Deposit: Account Name: Di Jones Real Estate Property Management Trust Account  
BSB: 182 222 Account No: 2010 53691

Cheque: All cheques are to be made out to Di Jones Real Estate and please send to:  
Di Jones Real Estate Property Management, PO Box 399, Woollahra NSW 1350

In Person: Our office accepts cheque and credit cards.  
Level 1/68 Moncur Street, Woollahra NSW 2025

Signed by the Tenant

Signed by the Landlord OR for and on behalf of the Landlord by the Landlord's Managing Agent

Name and address of Agent

C/- Di Jones Real Estate

Address

Level 1, 68 Moncur Street, Woollahra NSW 2025

Date