

Part 3 (cont.) Special Terms

Special Conditions:

- (a) Were inserted under instruction by a party to this Agreement; and/or
- (b) Precedents used by the Agent as Special Conditions were prepared by an Australian Legal Practitioner, not by the Agent who gives no warranty in respect of same and in accordance with the Warning, above the signing area herein; legal advice should be sought as to the meaning and effect of such Special Conditions before signing.

1. **SMOKING** – The landlord respectfully requests that the tenant/s and visitors smoke outside only.
2. **CLEANING** – Apart from general cleaning it is agreed that upon vacating the premises all curtains, blinds and fabric upholstered furniture will be professionally cleaned at the tenant's expense.
3. **TELEPHONE CONNECTION** – Connection of the telephone is the tenant's responsibility.
4. **MAINTENANCE** – All maintenance is to be reported in writing.
5. **VACATING** – Two weeks' notice must be in writing when intending to vacate the premises.
6. **WATER USAGE** – For the properties with separate water meters the average allowance per day is 548 litres. Any consumption over this limit will be charged to tenant at a current rate as per the Cairns Regional Council Water Account, for this purpose water meters are read at commencement and termination of your tenancy agreement. However, if the property is WELLS Compliant the tenant/s are responsible for 100% of all water.
7. **POOL** – The Owner agrees to pay for a professional pool cleaner to maintain the pool on a regular basis, the tenant agrees to still maintain the pool between visits, and to pay for all chemicals.
8. **LAWNS AND GARDENS** – The Owner agrees to maintain the lawns and gardens.
9. **GARDENS** – The Owner agrees to maintain the gardens. Tenant agrees to still maintain the lawns.
10. **ANIMALS** – The tenant/s accepts full responsibility for any animals the Tenant/s bring or allows on the rented premises with or without the consent of the Lessor/Agent. The tenant/s will be solely liable for all loss or damage or injury suffered by any person who is attacked by any such animal but if action is brought against the Lessor/Agent by any person despite the Tenant/s being responsible as aforesaid, the tenant/s will indemnify and hold harmless the Lessor/Agents from any claim, action, suit or demand brought against it/them by any person injured by such animals.