

These special conditions will be part of your lease agreement should you be approved for the property.

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ANNEXURE 'A' - SPECIAL CONDITIONS TO FORM PART OF THE TENANCY AGREEMENT

Please ensure you read the following clauses carefully and SIGN WHERE INDICATED, as they will form part of your legal Tenancy Agreement. These clauses are designed to safeguard your interests by ensuring you, as the Tenant(s), are fully informed of your responsibilities under the Residential Tenancies Act 1987.

1. **ACCEPTING CONDITION OF PROPERTY:** The Tenant/s acknowledges having viewed the premises prior to making an application for the tenancy and accepts the premises as is on the date of viewing.
2. **PROPERTY INSPECTIONS:** The Tenant/s acknowledges routine inspections of the property will be conducted. The first will be approximately six (6) weeks from the commencement of the tenancy and then three (3) monthly thereafter. Access to the property will be by use of our office keys. Should the property fail an inspection the Tenant/s will receive a Notice to Tenant of Breach of Agreement. The Tenant/s understands photos will be taken during the inspection if necessary to highlight any maintenance concerns.
3. **PETS ALLOWED:** If applicable. The Owner agrees to the number of pets and type as stated on the lease. Should any damage occur to the property by the pets, the Tenant/s will be held fully responsible to rectify. The Tenant/s also agree to the Pet Bond of \$260.00 towards fumigation. The Pet Bond will be held from the total Security Bond money for a period of six (6) weeks after vacating the premises for the eradication of fleas, should they appear. Any unused portion of the Pet Bond will be reimbursed after this time.
4. **FULL VACATE CLEAN:** If applicable. The tenant acknowledges when the property has been professionally cleaned prior to the commencement of the original tenancy, the Tenant/s agrees to arrange for commercial cleaning, with the provision of receipts as proof, at the expiration of the tenancy and/or on such other occasions during the term of the tenancy should the Owner/Agent consider the condition of the property warrant such cleaning.
5. **PARTLY/FULLY FURNISHED:** If applicable. The tenant acknowledges the sofa and/or mattress has been professionally cleaned prior to the commencement of the original tenancy, the Tenant/s agrees to arrange for commercial cleaning, with the provision of receipts as proof, at the expiration of the tenancy and/or on such other occasions during the term of the tenancy should the Owner/Agent consider the condition of the sofa and/or mattress warrant such cleaning.
6. **CARPETS:** All carpets are to be PROFESSIONALLY cleaned to satisfaction of the lessor/agent upon vacating and receipt given to Saraceni Real Estate. If the lease extends past 12 months then it is recommended to have carpets professionally cleaned every 12months.
7. **FLOORS:** The tiles to the property are to be professionally steam cleaned on vacating the property. Felt to be placed under all furniture to avoid scratching of the floor coverings. Any damage done to polished floors during the tenancy must be repaired at the tenants expense.
8. **WALLS:** No nails, hooks, screws, stickers or blu-tac are to be placed on doors or walls without prior permission from Saraceni Real Estate. All damages to walls etc must be repaired by the end of the tenancy in a professional manner. All walls are to be cleaned thoroughly upon vacating the property.
9. **LAWNS & GARDENS:** If applicable. The Tenant/s acknowledges maintaining the lawns and gardens to a standard not less than at the commencement of tenancy and as stated on the Property Condition Report. Watering must comply with any restrictions set by the Water Corporation. In the event the Owner/Agent is dissatisfied with the standard maintained then the Tenant/s agree to the Owner/Agent engaging an outside gardening tradesperson to attend to the premises, the cost of which will be borne by the Tenant/s
10. **RETICULATION:** If applicable. The Tenant/s acknowledges and accepts responsibility to ensure the automatic reticulation is set correctly and according for the seasons of the year, ie. That the grounds are sufficiently watered during the warmer months and reduced when necessary within water restriction periods. The Tenant/s is also responsible to ensure the system and sprinklers are maintained in good working order and to report any fault to the Owner/Agent within 48 hours.
11. **WATER CONSUMPTION:** If applicable. The Tenant/s acknowledges and agrees to pay the Water Consumption Account in FULL within 14 days upon receiving the account. Failure to do so will result in a Notice to Tenant of Breach of Agreement.
12. **WATER METER READINGS:** If applicable. The Tenant/s agrees to reimburse the Owner for the cost of the Special Meter Reading conducted by the Water Corporation at the expiration of the tenancy.
13. **VEHICLES:** The Tenant/s agrees that vehicles are not to be parked on the lawn or grassed areas at any time. Drip trays are to be kept on the garage/carport floor to protect it from oil stains. Should staining occur, the Tenant/s are responsible to arrange for high pressure cleaning to remove the stains from the concrete. The Tenant/s shall not carry out any motor vehicle repairs on the premises or store, park or keep any unregistered vehicles on the premises.
14. **RENT & ACCOUNT PAYMENTS:** The tenant agrees that rent MUST be paid in such a manner to ensure that the rent is paid by the due date at all times refer to our rent arrears procedure. Rent may be paid by BPAY, by Electronic Funds Transfer OR by cheque or cash deposit at any Commonwealth Bank branch USING THE DEPOSIT BOOK SUPPLIED. In the event that any cheque payment made by the Tenant/s is dishonoured, the Tenant/s agrees to reimburse to the Owner any bank costs relating to the dishonoured cheque. No future cheques will then be accepted. Third party cheques will not be accepted.
15. **MAINTENANCE AND DAMAGE:** All maintenance must be reported to the Owner/Agent in writing, this includes email. Any damage must be notified to the Owner/Agent within 3 days of damage occurring. Failure to do so will result in the Tenant/s being held liable and responsible for the reimbursement to the Owner for the payment of repairs. If the Tenant/s reports a maintenance problem and no fault is found, the Tenant/s agrees to pay the call out fee. If the maintenance problem is reported and the fault is deemed to be caused by the Tenant/s, the Tenant/s will be responsible for the account.
16. **CONTENTS INSURANCE:** It is the tenants responsibility to take out their own contents insurance on their own contents insurance on their own personal possessions. The landlords insurance does not cover the tenants possessions.

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17. **SMOKING:** NO SMOKING inside the property. Should any damage be evident due to cigarette residue, the Tenant/s acknowledges that they are responsible for the rectification costs.
18. **VENTILATION:** All rooms, especially rooms with wet areas are to be aired sufficiently to prevent mildew and mould appearing. Bathroom mould is usually a result of poor ventilation. Exhaust fans where fitted must be used.
19. **POOL & SPA:** The Tenant/s acknowledges and agrees to keep clean and in good serviceable and working order the pool and its ancillary equipment apparatus. In the event the Owner/Agent is dissatisfied with the standard maintained by the Tenant/s then the Tenant/s agrees to the Owner/Agent engaging an outside swimming pool contractor to attend the premises, the cost of which will be borne by Tenant/s.
20. **ERECTION OF NON-PERMANENT FIXTURES:** The erection and/or use of the following items; trampoline, pool, slide, swing, monkey bars, climbing wall, climbing structure, flying fox, rocker, elevated cubby house or platform, are not permitted without consent of the owner and proof of insurance.
21. **KEYS & LOCKS:** In the event the Tenant/s are locked out of their property outside normal office hours including the weekend and Public Holidays, you will need to employ at your cost a Locksmith to gain entry to the property. Any damage caused by the Locksmith is Tenant/s liability. The office must be provided with a new set of keys if locks are changed.
22. **DEFAULT OF TENANCY:** In the event that the Tenant/s wrongfully terminates the Lease agreement prior to the expiration date the Tenant/s agree/s to the following;
- a) The Tenant/s hereby agrees and acknowledges that notice in writing to the Owner/Agent is required when defaulting their Tenancy.
 - b) Pay all rent and other outgoings to the property for the remainder of the lease or until the property is re-let.
 - c) Reimburse the Owner the unexpired portion of the Leasing Fee charged at the commencement of the tenancy, if applicable.
 - d) Reimburse the Owner the cost of the final bond inspection.
 - e) Pay all advertising costs associated with the re-letting of the property.
 - f) The Tenant/s agrees to allow the prospective tenants to view the property at reasonable hours.
 - g) All costs associated with re-letting.
23. **KEYS AT VACATING:** All keys to the property must be returned to our office by 4.30pm on the day of vacating the premises. Rent shall be calculated up to and including the date that all the keys are returned and cannot be deducted from the bond. The Tenant/s shall not fail or refuse to pay any rent due under this agreement with the intention that the amount of such rent shall be recovered by the owner from the security bond. This is an offence in accordance with Section 52 of the Residential Tenancies Act of 1987 and is subject to a maximum penalty of \$1,000.00
24. **RUBBISH REMOVAL:** The Tenant/s agrees to remove all rubbish and unwanted goods upon vacation of the premises and any costs incurred as a result of unwanted goods being left anywhere on the property will be borne by the Tenant/s. This includes placing council bins out for collection and cleaning the bins.
25. **VACATING THE PREMISES:** Upon the Tenant/s vacating the premises the Owner reserves the right to charge rent on a daily basis until the property is rectified to the condition as at the commencement of tenancy (fair wear and tear excepted) if necessary.
26. **SUBLETTING:** Only those persons nominated on the original lease are able to occupy the premises. Under no circumstances can the tenant assign the lease to another party without written permission from Saraceni Real Estate.
27. **WALLS:** No nails, hooks, screws, stickers or blu-tac are to be placed on doors or walls without prior permission from Saraceni Real Estate. All damages to walls etc must be repaired by the end of the tenancy in a professional manner. All walls are to be cleaned thoroughly upon vacating the property.

Professionally cleaned - Y/N
Partly/Fully furnished - Y/N
Carpets professionally steam cleaned - Y/N

I / We the Tenant/s have read and fully understand all of the above Clauses.

Signature Tenant No.1: _____ Date: _____

Signature Tenant No.2: _____ Date: _____

Signature Tenant No.3: _____ Date: _____

Signature Tenant No.4: _____ Date: _____

Initials