

OCCUPANCY AGREEMENT

This Agreement stipulates the terms and conditions of the occupancy of:

At the premises of:

Commencement of Occupancy Date:

End of Occupancy Date:

Weekly Occupancy Fee:

AGREEMENT TERMS

1. CONDITION OF THE PREMISES

The Proprietor agrees to provide and maintain the premises in a reasonable state of repair and ensure they are reasonably secure. The Occupants agree to maintain the premises in a reasonably clean condition and promptly report any damage, defects, or wear as soon as they become noticeable.

2. SECURITY DEPOSIT

A security deposit equivalent to four weeks' occupancy fee is payable upon signing this Agreement.

The security deposit will be returned to the Occupants within seven (7) days of the End of Occupancy Date, less any deductions necessary to cover:

- a) Costs of repairing damage to the premises or any furniture or fixtures caused by the Occupants;
- b) Costs of repairing locks or other security devices altered, removed, or added by the Occupants without the Proprietor's consent;
- c) Costs of cleaning any part of the premises, including common areas; and
- d) Any other charges payable under this Agreement.

3. OCCUPANCY FEE

The occupancy fee is payable in advance on a fortnightly or monthly basis via cash or EFT (Electronic Funds Transfer).

The Occupants agree to transfer funds 48–72 hours before the due date to ensure timely receipt. It is the Occupants' responsibility to ensure payment is received on or before the due date.

4. UTILITY CHARGES

Utility bills for water and unlimited internet are included in the occupancy fee. Electricity and gas bills will be split equally between the Occupants upon receipt.

5. PENALTIES

The Occupants are responsible for any fines or penalties imposed by third parties, including Randwick City Council, police, or any other government authority, for which they are directly responsible.

6. PERSONAL PROPERTY

The Proprietor accepts no responsibility for the personal belongings of the Occupants.

7. INSPECTIONS AND ACCESS

The Proprietor may inspect the premises at any reasonable time. Repairs, cleaning, maintenance, and inspections may be carried out at any reasonable time with prior notice where possible.

8. KEYS

The Occupants will be issued a personal key for the premises. All keys must be returned to the Proprietor at the end of the occupancy. A replacement fee of \$30 per lost or unreturned key will apply.

9. WRITTEN RECEIPTS

The Occupants are entitled to receive written receipts for all cash transactions.

10. SUBLETTING

No subletting or assignment of this Agreement is permitted.

11. USE OF THE PREMISES

The Occupants agree not to cause damage to the premises, whether wilfully or negligently, and not to use the premises for any illegal purpose. The Occupants also agree to keep the premises clean and tidy at all times.

12. QUIET ENJOYMENT OF THE PREMISES

The Proprietor will take all reasonable steps to ensure the Occupants' quiet enjoyment of the premises.

Occupants must keep noise to an absolute minimum between 9:00 PM and 9:00 AM.

13. ALTERATIONS

The Occupants must not make any alterations to the premises, including fittings, walls, doors, or wardrobes, without the written approval of the Proprietor. Occupants must not use stickers or sticky tape on walls, doors, or wardrobes. Any repairs required to restore the premises to their original condition at the end of occupancy will be the responsibility of the Occupants.

14. FEE INCREASE

There will be no increase in occupancy fees for the duration of this Agreement.

15. AGREEMENT TERMINATION

The Proprietor may terminate this Agreement before the End of Occupancy Date by providing written or electronic notice stating the reason for termination. The following termination reasons and notice periods apply:

Reason for Termination	Notice Period
Violence or threats of violence toward anyone at the premises or the Proprietor	Immediate
Wilful damage to the premises or use of premises for illegal purposes	Immediate
Continued breach following written warning	1 week
Negligent damage to the premises	1 week
Missed occupancy fee payment	1 week
Any other breach of this Agreement	2 weeks

16. DISPUTE RESOLUTION

The Proprietor and Occupants agree to make best efforts to resolve any disputes informally. If informal resolution fails, formal dispute resolution may be pursued.

17. LIGHT BULBS AND FURNITURE

The premises are provided furnished "as is." The Proprietor assumes no responsibility for repairing, replacing, or removing any furniture or appliances (e.g., fridge, washing machine, microwave, TV). Occupants may purchase or replace furniture/appliances at their own cost. Occupants are responsible for replacing light bulbs.

18. PEST CONTROL

The Proprietor is responsible for pest control within the first four weeks of occupancy. After this period, Occupants are responsible for pest control costs if needed. Occupants will also be charged for pest control if required upon vacating the premises.

19. CLEANING FEE

Occupants agree to pay a cleaning fee of \$10 per week per occupant. Payment to be made directly to the cleaners.

20. SMOKING

Smoking or vaping inside the premises is strictly prohibited.

21. EARLY TERMINATION BY OCCUPANTS

Occupants agree to pay the occupancy fee in full until the End of Occupancy Date. If the Occupants choose to vacate the premises before the End of Occupancy Date, an early termination penalty will apply as follows:

- a) Where less than 50% of the agreed occupancy period has elapsed:
 - Four (4) weeks occupancy fee if no notice is provided; or
 - Three (3) weeks occupancy fee if at least two (2) weeks written notice is provided.
- b) Where 50% or more of the agreed occupancy period has elapsed:
 - Three (3) weeks occupancy fee if no notice is provided; or
 - Two (2) weeks occupancy fee if at least two (2) weeks written notice is provided.

Any applicable early termination penalty may be deducted from the security deposit, with any remaining balance payable by the Occupants or refunded to them as applicable.

22. END OF OCCUPANCY

Premises must be vacated by 12:00 PM on the End of Occupancy Date. Late vacating will incur one full day's occupancy fee. A final cleaning fee of \$100 per Occupant applies. Occupants must remove all belongings and dispose of rubbish properly. If rubbish removal is required, an additional \$75 per Occupant will be charged.

Signed by Occupant _____ Date _____

Signed by Proprietor _____ Date _____