

**Property occupations****Form 6****Queensland  
Government****Appointment and reappointment of a property agent,  
resident letting agent or property auctioneer***Property Occupations Act 2014*

This form is effective from 1 August 2016

ABN: 13 846 673 994

**Part 1—Client details****Client 1**

Note: The client is the person or entity appointing the agent to provide the services. This may be the owner (or authorised representative of the owner) of the land, property or business that is to be sold or may be a prospective buyer seeking to purchase land or a property.

Client name Artlis Property Pty Ltd

ABN .....

ACN 601193266

Are you registered for GST? ☐ Yes ☒ No

Address 25 Clovelly Pl

Suburb Sandstone Point State QLD Postcode 4511

Phone ..... Fax ..... Mobile 0416 009 002

Email address al.phillips@live.com.au

**Client 2**

Note: Annexures detailing additional clients may be attached if required.

Client name .....

ABN .....

ACN .....

Are you registered for GST? ☐ Yes ☐ No

Address .....

Suburb ..... State ..... Postcode .....

Phone ..... Fax ..... Mobile .....

Email address .....

**Part 2—Licensee details****Licensee type**

More than one box may be ticked if appropriate.

Note: Annexures detailing conjuncting agents may be attached if required.

**Licensee name**

Where a corporation licensee is to be appointed, state the corporation's name and licence number.

Where a sole trader is to be appointed, state the individual's name and licence number.

☒ Real estate agent ☐ Resident letting agent ☐ Property auctioneer

Trading name Cavalé

Licensee name (corporation, if applicable)

City Realty Management Trust

ABN 77 684 185 431

ACN .....

Licence number 3395518

Expiry 20 / 08 / 2025  
DD MM YYYY

Address 8/9 Longland Street

Suburb Newstead State QLD Postcode 4006

Phone 07 3309 8300 Fax ..... Mobile 0491 441 625

Email address oneoak@email.propertytyme.com

## Part 3—Details of property or business that is to be sold, let, purchased, or managed

Please provide details of the property, land, or business as appropriate.

Note: Annexures detailing multiple properties may be attached if required.

Description Residential Apartment

Address 304/60 Doggett Street

Suburb Newstead State QLD Postcode 4006

Lot 304 Plan SP274455

Title reference 51033644

## Part 4—Appointment of property agent

### Section 1

#### Performance of service

Annexures detailing the performance of service may be attached if required.

The client appoints the agent to perform the following service/s:

- ☐ Sale
 ☐ Purchase
 ☒ Letting / collection of rent / management
- ☐ Leasing (Commercial agents)
- ☐ Auction Auction date / / (must be completed)  
 DD MM YYYY
- ☐ Other (please specify)

### Section 2

#### Term of appointment

**Sole and exclusive appointments:** for sales of one or two residential properties, the term is negotiable and agent can be appointed or reappointed up to a maximum of 90 days per term. There are no limitations on the length of an appointment for anything other than a residential property sale.

- ☐ Single appointment for a particular service or services

Start DD / MM / YYYY End DD / MM / YYYY

- ☒ Continuing appointment for a service or a number of services over a period

Start DD / MM / YYYY

### Section 3

#### Price

State the price for which the property, land or business is to be sold or let.

Note: Bait advertising is an offence under the Australian Consumer Law.

- ☐ Reserve
 ☐ List
 ☒ Letting
- \$ 680 per week (dependent on market conditions and approved in writing by Lessor)
- For auctions: If a reserve price is unknown at the time of appointment, it can be advised *in writing* at a later date.
  - For residential property auctions and residential properties to be marketed without a price: If the client agrees to marketing via an *electronic listing provider*, the client agrees for the agent to disclose to the *electronic listing provider* a price or price range of \$..... to establish a search criteria.

### Section 4

#### Instructions/conditions

The client may list any condition, limitation or restriction on the performance of the service.

Note: Annexures detailing instructions/conditions may be attached if required.

Refer to attached Property Management Schedule

DS DS

## Part 5—Termination of appointment

<b>Residential sales of 1 or 2 properties only</b>	<b>Open listing:</b> You may terminate in writing at any time. <b>Sole or exclusive:</b> The client and agent can agree in writing to end the appointment early. For appointments of 60 days or more, either party can end the appointment by giving 30 days written notice, but the appointment must run for at least 60 days unless both parties agree to an earlier end date.
<b>Open listing</b>	You may terminate an open listing for either commercial or residential property sales at any time.
<b>Other fixed term appointments</b> (excluding residential property sales)	The parties may agree to a fixed term appointment of their choice. This term may be ended earlier by mutual agreement.
<b>Continuing appointments</b> (for example: letting, collection of rents etc)	You may terminate in writing with 30 days notice, or less if both parties agree.

## Part 6—PROPERTY SALES: open listing, sole agency or exclusive agency

### To the client

You may appoint an agent to sell a property or land on the basis of an open listing, or a sole agency, or exclusive agency.

The following information explains the circumstances under which you will, and won't, have to pay a commission to the agent if the property is sold during their term of appointment.

### ☐ OPEN LISTING

- You appoint the agent to sell the property but you retain a right to appoint other agents on similar terms, without penalty or extra commission.
- No end date required.
- Appointment can be ended by either you or the agent at any time by giving written notice.

#### When you must pay the agent

- The agent is entitled to the agreed commission if the agent is the effective cause of sale.

#### When you don't have to pay the agent

- If the client sells the property privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, did not attend open house inspections etc.

### ☐ SOLE AGENCY

#### When you must pay the agent

- If you appoint a new agent during an existing agent's sole agreement term and the property is sold during that term, you may have to pay:
  - A commission to each agent (two commissions)
  - Damages for breach of contract arising under the existing agent's appointment

#### When you don't have to pay the agent

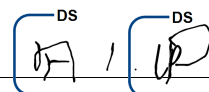
- If the client sells the property privately and the agent is not the effective cause of sale i.e.: purchaser did not contact the agent, did not attend open house inspections etc.

### ☐ EXCLUSIVE AGENCY

#### When you must pay the agent

- The client will pay the appointed agent whether this agent, any other agent, or person (including the client themselves) sells the property during the term of the appointment.
- If the client sells the property, after the exclusive appointment expires and if the agent was the effective cause of sale (introduced the buyer to the property) the agent may be entitled to commission.

At the end of the sole or exclusive agency, the parties ☐ Agree ☐ Do not agree  
that the appointment will continue as an open listing. (Please tick whichever is relevant)

DS DS  


Part 6—PROPERTY SALES: open listing, sole agency or exclusive agency continued

Acknowledgement for sole and exclusive agency

I/we acknowledge the appointed agent has provided me/us with information about sole and exclusive agency appointments.

Client .....

Date     /     /  
DD MM YYYY

Client .....

Date     /     /  
DD MM YYYY

Agent .....

Date     /     /  
DD MM YYYY

Part 7—Commission

To the client

The commission is negotiable. It must be written as a percentage or dollar amount.

Make sure you understand when commission is payable. If you choose 'Other' and the contract does not settle, the agent may still seek commission.

To the agent

You should ensure that commission is clearly expressed and the client fully understands the likely amount and when it is payable. Refer to section 104 and 105 of the *Property Occupations Act 2014*.

The client and the agent agree that the commission including GST payable for the service to be performed by the agent is:

Refer to attached Property Management Schedule

When commission is payable

☐ For sales, including auctions, commission is payable if a contract is entered into and settlement of the contract occurs.

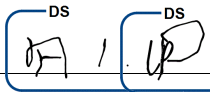
Refer to attached Property Management Schedule

☒ Other .....  
(for specific other circumstances in which commission is payable see annexure).

For all other types of appointments:

.....

This area has been intentionally left blank.

DS DS  


## Part 8—Authorisation to incur fees, charges and expenses

The client authorises the agent to incur the following expenses in relation to the performance of the service/s. Annexures may be attached if required.

<p><b>Section 1</b> <b>Advertising/marketing</b></p> <p><b>To the client</b></p> <p>Your agent may either complete this section or attach annexures of marketing/advertising activities. In either case, the <i>authorised amount</i> must be written here.</p>	<p>Prices are subject to price and package variations by the third party providers</p> <p>Online Advertising - Realestate.com.au - Domain.com.au - Cavale.com.au</p> <p>Photography - 8 shots - \$165.00 3D Furniture - 6 shots - \$300.00</p> <p>Authorised amount \$360.00 (subject to price and package variations by the third party providers).....</p> <p>When payable        /        /                          DD   MM   YYYY</p>															
<p><b>Section 2</b> <b>Repairs and maintenance</b> (if applicable) <b>Property management</b></p>	<p>The maximum value of repairs and maintenance to be paid by the agent without prior approval by the client is \$ Equal to 4 weeks rent (Refer to Section I of the Property Management Schedule).....</p>															
<p><b>Section 3</b> <b>Other</b></p> <p>Description of fees and charges.</p> <p>The agent may either complete this section or attach annexures.</p>	<table border="1"> <thead> <tr> <th>Description</th><th>Amount</th><th>When payable</th></tr> </thead> <tbody> <tr> <td>Refer to Property Management .....</td><td>.....</td><td>.....</td></tr> <tr> <td>Schedule .....</td><td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Description	Amount	When payable	Refer to Property Management .....	.....	.....	Schedule .....	.....	.....	.....	.....	.....	.....	.....	.....
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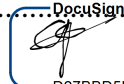

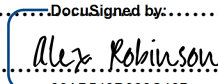
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## Part 9—Signatures

### WARNING: THE CLIENT IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS FORM.

This form enables the client to appoint, or reappoint, a property agent, resident letting agent or property auctioneer (the 'agent') for the sale, letting/management, collection of rent, auction or purchase of real property, land or businesses. This form must be completed and given to the client before the agent performs any service for the client. Failure to do so may result in a penalty and loss of commission for the agent. If you are unclear about any aspect of this form, or the fees you will be charged, do not sign it. Seek legal advice. If you need more information about this form including what an agent needs to disclose, you can visit the Office of Fair Trading website at [www.qld.gov.au/fairtrading](http://www.qld.gov.au/fairtrading) or phone on 13 QGOV (13 74 68).

<b>Client 1</b>	Full name ARTHUR IVETT PHILLIPS DocuSigned by:  Signature ..... 05 September 2022 D D / M M / Y Y Y Y
<b>Client 2</b>	Full name LISA CAROLE PHILLIPS DocuSigned by:  Signature ..... 05 September 2022 D D / M M / Y Y Y Y
<b>Agent</b> A registered real estate salesperson working for an agency can sign this form on behalf of the licensed agent.	Full name City Realty Management Trust T/as Cavale DocuSigned by:  Signature ..... 06 September 2022 D D / M M / Y Y Y Y
<b>Schedules and attachments</b> List any attachments.	Refer to attached Property Management Schedule

## Part 10—Reappointment

Use this section to reappoint your agent. A new appointment form is required if any of the terms or conditions are to change. Your agent can only be reappointed within 14 days before the contract ends - not before.  Limitations apply on reappointments for sole or exclusive agency appointments for residential property sales.	I/we (the client) reappoint ..... ..... (the agent) to D D / M M / Y Y Y Y Client's name ..... Signature ..... D D / M M / Y Y Y Y Client's name ..... Signature ..... D D / M M / Y Y Y Y
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This is the end of the approved form. Please note, any annexures/schedules form part of the appointment contract.

### Residential Property

## A PRIOR APPOINTMENT

**Note: A copy of the statement provided to the Client must be annexed to this Appointment of Property Agent.**

**Agent must take reasonable steps to find out/verify any facts material to the lease of the Property**

Date available: 09 September 2022

## Amount or %:

Handwritten notes: DS DS

**D RENT** (continued)

Payment to be made:

☒ Monthly ☐ Other (please specify): \_\_\_\_\_

Statement issued:

☒ Monthly ☐ Other (please specify): \_\_\_\_\_**E COMMISSIONS**

(Note: The Client should refer to Part 7 of the Property Occupations Form 6)

*Where the commission is expressed as a percentage, the commission is actually worked out on:*

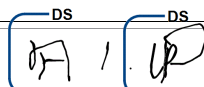
- for the letting of the property - the actual rental for the property;
- for the collecting of rents - the actual amount of rent collected.

Description	Amount (GST inclusive)	When Payable
Letting commission:	110% of 1 weeks rent	Upon letting of premises
Rent collection commission:	Not applicable	
Other:		

**F FEES, CHARGES AND EXPENSES**

(Note: The Client should refer to Part 8 of the Property Occupations Form 6)

Description	Amount (GST inclusive)	When Payable
Management fee:	8.8%	Of rent collected - paid upon collection of rent
Lease negotiation/Renewal fee:	55% of 1 weeks rent	Upon signing of Lease Renewal
Maintenance/Repair fee:	5.5% of Invoice total	Renovation/Repair fee charged for overseeing works over \$1,500.00 Upon invoice at completion of works
Periodic inspection fee:	\$16.50	Upon completion of the inspection
End of financial year statement fee:	\$16.50	Provision of end of financial year statement
Title search:	At cost	Upon invoice
Mediation/Tribunal fee:	\$110.00 Per hour	Upon invoice at completion of attendance
Other fees:	At Cost	Upon Invoice
Smoke alarm /Safety Switch Annual Service and upgrade	\$55-\$165	Upon invoice
Additional/ Replacement Key/ Fob or Remote	55% of 1 weeks rent	Reimbursed by tenant
Change of tenancy/ Bond process	\$22.00	Upon Invoice unless provided in advance
Company/ Signatory Search		
Advertising/Marketing:		Refer to Part 8 Section 1
Administrative Expenses: (e.g. postage, STD phone calls, fax transmissions and bank fees)	\$5.50	upon owner disbursement
Other Expenses: (e.g. title search at cost)		

**INITIALS** (Note: initials not required if signed with Electronic Signature)


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**G DISBURSEMENTS**

To be paid by the Agent for the Client from money received for or from the Client:

Invoices for repair & maintenance charges: ☒ Yes ☐ No

All local and state government rates, charges and levies: ☒ Yes ☐ No

Body corporate levies: ☒ Yes ☐ No

Other: Client is to provide written authorisation to all institutions advising of the authority of the agent, change of postal address, and authority to act as the owners representative.

**H SERVICES****Water Charges**

← Client to complete, please select one of the following options.

The Client's instructions to the Agent with respect to the passing on of any or all of the water consumption charges in respect to the Property to the Tenant are:

☒ The Client advises the Agent that the Property identified in Part 3 hereof **does** comply with the "prescribed water efficiency levels" and all water consumption charges in respect of the Property are passed on to the Tenant.

☐ The Client advises the Agent that the Property identified in Part 3 hereof **does not** comply with the "prescribed water efficiency levels" and the property is individually metered for water. The Client will pay the reasonable amount of water costs up to:

\_\_\_\_\_ Kilitres, every \_\_\_\_\_ month/s.

The Tenant will pay for all water consumption charges above the Client's reasonable amount.

☐ The Client advises that the property is not individually metered for water. The Client must pay all water costs.

☐ Other instructions (please specify):

**OTHER SERVICES**

The tenant must pay for:

← Yes or no. If yes, and not separately metered, specify proportion.

(a) electricity: No ☐ Yes ☒ 100 %

(b) gas: No ☐ Yes ☒ 100 %

(c) telephone: No ☐ Yes ☒ 100 %

(d) any other service that the tenant must pay \_\_\_\_\_

**I EMERGENCY AND ROUTINE REPAIRS**

Pursuant to section 185 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld), the Client is required, at the start of the tenancy, to ensure:

- (a) The Property and inclusions are clean; and
- (b) The Property is fit for the tenant to live in; and
- (c) The Property and inclusions are in good repair; and
- (d) He or she is not in breach of legislation dealing with issues about the health or safety of persons using or entering the property.

Whilst the tenancy continues, the Client has an ongoing obligation to:

- (a) Maintain the Property in a way that it remains fit for the tenant to live in; and
- (b) Maintain the Property and inclusions in good repair; and
- (c) Ensure that any legislation dealing with issues about the health or safety of persons using or entering the Property are complied with; and
- (d) If the Property includes a common area, this must be kept clean.

"Routine repairs" are defined in section 215 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) as meaning "repairs that are not emergency repairs".

To ensure that the Client complies with his/her obligations under section 185 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) referred to above, and with regard to the Client's instructions contained in Part 8, Section 2 of this Appointment of Property Agent, the Client authorises the Agent to arrange for routine and emergency repairs and maintenance.

INITIALS (Note: initials not required if signed with Electronic Signature)

DS DS  
[Signature] [Signature]

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**I EMERGENCY AND ROUTINE REPAIRS** (continued)

"Emergency repairs" are defined in section 214 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) as meaning:

- (a) a burst water service or a serious water service leak;
- (b) a blocked or broken lavatory system;
- (c) a serious roof leak;
- (d) a gas leak;
- (e) a dangerous electrical fault;
- (f) flooding or serious flood damage;
- (g) serious storm, fire or impact damage;
- (h) a failure or breakdown of the gas, electricity or water supply to the Property;
- (i) a failure or breakdown of an essential service or appliance on the property for hot water, cooking or heating;
- (j) a fault or damage that makes the Property unsafe or insecure;
- (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the Property;
- (l) a serious fault in a staircase, lift or other common area of the Property that unduly inconveniences a tenant in gaining access to, or using, the Property.

The Agent will use his/her best endeavours to engage the following contractors who have been nominated by the Client, pursuant to Section 216 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld), to effect emergency maintenance and repairs:

Electrical repairs:

NAME: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_

Plumbing repairs:

NAME: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_

Smoke alarm contractor:

NAME: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_

Other:

NAME: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_

NAME: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_

The Client acknowledges that this information will be given to the tenant. The Client further warrants that the nominated repairers are:

- (i) Appropriately qualified (if applicable);
- (ii) Licensed (if applicable);
- (iii) Hold adequate public liability insurance; and
- (iv) Hold adequate professional indemnity insurance (if applicable) with respect to the discharge of their duties and/or the provision of their services.

**J WARRANTY OR MAINTENANCE CONTRACTS**

Appliance: _____	With: _____	Expiry: _____
Appliance: _____	With: _____	Expiry: _____
Appliance: _____	With: _____	Expiry: _____
Appliance: _____	With: _____	Expiry: _____
Servicing: _____	Contractor: _____	Frequency: _____
Servicing: _____	Contractor: _____	Frequency: _____
Servicing: _____	Contractor: _____	Frequency: _____
Servicing: _____	Contractor: _____	Frequency: _____

**K APPROVAL FOR PETS**

The Client permits the Tenant to keep pets at the Property: ☒ Yes ☐ No

Conditions (if any): Maximum 1 pet per apartment as per Body Corporate By-Laws.  
Subject to approval from the landlord and Body Corporate

**L POOL SAFETY**

Does the property have a regulated pool? ☒ Yes - Refer to attached Pool Safety Annexure ☐ No

**M NUMBER OF APPROVED OCCUPANTS TO RESIDE AT THE PROPERTY**

The Client permits \_\_\_\_\_ (or as approved by owner) \_\_\_\_\_ occupants to reside at the Property.

INITIALS (Note: initials not required if signed with Electronic Signature)

DS DS  
[Signature] [Signature]

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**N SPECIAL CONDITIONS FOR TENANCY**

**Note:** This section should be completed by the Client or the Client's solicitor. Pursuant to section 24 of the Legal Profession Act 2007 (Qld), an Agent is prevented from inserting or altering special terms or conditions unless:

- (1) Authorised by the client to do so; OR
- (2) The special terms and conditions are provided to the Agent in writing as an insertion or alteration to be included; OR
- (3) The special terms and conditions were originally drafted by a solicitor and have not been altered.

**Note:** A POA licensee cannot provide legal advice in relation to this contract or any other document such as the General Tenancy Agreement.

SPECIAL CONDITIONS:

1. REFER TO ANNEXURE A & B
2. LIVEABLE GUIDELINES AND BODY CORPORATE BY LAWS FORM PART OF THIS AGREEMENT

**O INSURANCE** *Note: This section must be completed based on Client instructions.*

Public Liability Insurance: INSURER: POLICY NUMBER:

**Note:** See Clause 4.15.1 of the Essential Terms and Conditions. The Client MUST have Public Liability Insurance.

Building Insurance: INSURER: POLICY NUMBER:  
CHU RESIDENTIAL STRATA INSURANCE PLAN HU0006082022

Contents Insurance: INSURER: POLICY NUMBER:

Lessor (Landlord Protection) Insurance: INSURER: POLICY NUMBER:

**P BODY CORPORATE**

Name of Plan/Body Corporate: The Body Corporate For 1Oak

CTS: 48488

Secretary:

NAME:

DCS Management

ADDRESS: PO Box 253

SUBURB: Clontarf STATE: Qld POSTCODE: 4019

PHONE: 07 3733 1300 FAX: EMAIL: reception@dcsmangement.com.au

Corporate Manager:

NAME:

DCS Management

ADDRESS: PO Box 253

SUBURB: Clontarf STATE: Qld POSTCODE: 4019

PHONE: 07 3733 1300 FAX: EMAIL: reception@dcsmangement.com.au

**Note:** It is a requirement under section 69 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld) that a copy of the relevant by-laws be provided when the tenancy agreement is given to the Tenant for signing.

INITIALS (Note: initials not required if signed with Electronic Signature)

DS DS  
[Signature] [Signature]

000024792207

**Q CLIENT'S EMERGENCY CONTACT**

NAME: Lisa Phillips

ADDRESS: 25 Clovelly Plc Sandstone Point

SUBURB: STATE: POSTCODE:

PHONE (W): PHONE (H): 0405227645 EMAIL: 0405227645

**R PRIVACY**

☒ The Client acknowledges that they have, where necessary, been provided with and completed, a Privacy Notice and Consent by the Agent in the form **annexed** to this Appointment of Property Agent or located on the Agent's website at: <https://cavale.com.au/privacy-policy>

and they fully understand that the collection and use of personal information contained in the *Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer*, this Schedule, the Essential Terms and Conditions and any additional annexures, is in accordance with the Privacy Notice and Consent.

**S SIGNATURES**

DocuSigned by:  05 September 2022  
Client 1: D27BBD5DBA894C9... Date:



DocuSigned by:  05 September 2022  
Client 2: CB452C5947CE4A8... Date:

Client 3: Date:

Client 4: Date:

DocuSigned by:  06 September 2022  
Agent: 90AB549D388C46B... Date:

INITIALS (Note: initials not required if signed with Electronic Signature)

DS DS  
 / 

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## ESSENTIAL TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1 **"Agent"** means the party described in Part 2 of the Appointment of Property Agent.
- 1.2 **"Appointment of Property Agent"** means the Queensland Government Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer. These terms and conditions and the Schedule are annexed to the Appointment of Property Agent.
- 1.3 **"Client"** means the party described in Part 1 of the Appointment of Property Agent.
- 1.4 **"Commission"** means the commission stated in Part 7 of the Appointment of Property Agent and detailed in Item E of the Schedule (if applicable).
- 1.5 **"Condition Report"** means a report which conforms either to section 65 and 66 (as the case may be) of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld).
- 1.5 **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign;
- 1.6 **"Emergency Repairs"** means the repairs defined in section 214 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld).
- 1.7 **"General Tenancy Agreement"** means the current standard RTA General Tenancy Agreement conforming to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) or such other tenancy agreement, for example the REIQ General Tenancy Agreement, applying to the letting of the Property.
- 1.8 **"Property"** means the property described in Part 3 of the Appointment of Property Agent and Item B of the Schedule.
- 1.9 **"Relevant Legislation"** includes the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld), the *Body Corporate and Community Management Act 1997* (Qld), the *Property Law Act 1974* (Qld), the *Work Health and Safety Act 2011* (Qld), the *Building Act 1975* (Qld), the *Building Code of Australia*, the *Anti-Discrimination Act 1991* (Qld), the *Competition and Consumer Act 2010* (Cth), *Australian Consumer Law (Queensland)*, the *Fair Trading Act 1989* (Qld), the *Fire and Emergency Services Act 1990* (Qld), the *Building and Other Legislation Amendment Act 2010* and the *Property Occupations Act 2014* (Qld) as amended or replaced from time to time.
- 1.10 **"RTA"** means the Residential Tenancies Authority.
- 1.11 **"Schedule"** means the Residential Property Management Schedule.
- 1.12 **"Tenant"** means a person(s) with whom the Client has entered into a General Tenancy Agreement for the letting of the Property.

### 2. WHAT MAKES UP THIS AGREEMENT

This Agreement comprises the following parts:

- 2.1 Appointment of Property Agent;
- 2.2 Schedule;
- 2.3 Essential Terms and Conditions;
- 2.4 Any additional annexures.

### 3. CLIENT APPOINTS AGENT

- 3.1 For the Commission and other fees payable by the Client, the Agent agrees to manage the Property for the Client in accordance with this Agreement.

### 4. CLIENT'S OBLIGATIONS

The Client must:

- 4.1 to the extent permitted by law, revoke in writing and finalise any pre-existing Appointment of Property Agent given to any other property agent to let or to manage the Property;

- 4.2 not let or manage the Property as principal, or appoint any person to let or manage the Property other than the Agent for the term of this Agreement;
- 4.3 refer to the Agent any prospective tenant(s) that contacts the Client;
- 4.4 immediately inform the Agent of any changes concerning the Property;
- 4.5 meet all obligations imposed by Relevant Legislation and any General Tenancy Agreement entered into by the Client with a Tenant;
- 4.6 unless otherwise stated in Items G and H of the Schedule, pay all charges, levies, premiums, rates or taxes for the Property other than a service charge;  
**For example:** Body Corporate levies, council general rates, sewerage charges and environment levies and land tax;
- 4.7 pay all Commission, fees and expenses specified in Parts 7 and 8 of the Appointment of Property Agent and Items E and F of the Schedule to the Agent as and when such amounts are payable;
- 4.8 pay for the installation of the first telephone line to the Property;
- 4.9 pay for all repairs and maintenance;
- 4.10 promptly give instructions to the Agent when requested to do so by the Agent;
- 4.11 immediately notify the Agent of any changes to the contact details specified in Part 1 of the Appointment of Property Agent;
- 4.12 supply and maintain all locks necessary to ensure the Property is reasonably secure, and at the Client's cost, provide a key for each lock to the Tenant and Agent, and if there is more than one tenant, provide to each further Tenant a key for each lock that secures an entry to the Property or secures a road or other place that is normally used to gain access to, or leave, the area or building in which the Property is situated;
- 4.13 observe the terms of any General Tenancy Agreement made by the Agent on behalf of the Client;
- 4.14 have the Property treated for pests as required (no more than annually) at the Client's cost;
- 4.15 obtain and maintain insurance policies for:
  - 4.15.1 public liability providing cover to a minimum of \$10 million;
  - 4.15.2 provide to the Agent, upon request (no more than annually), a certificate of currency of the insurance taken out in accordance with Clause 4.15.1;
- 4.16 if the Client decides to sell the Property, advise the Agent in writing that the Property is for sale and identify the property agent with whom the Property is listed for sale;
- 4.17 where applicable, negotiate with the Body Corporate to ensure full co-operation with and access by the Agent to the building for the purposes of managing and letting the Property;  
**For example:** ensure the Body Corporate provides the Agent with a copy of the Body Corporate by-laws and provide the Agent with confirmation of Body Corporate (as the regulated pool owner) compliance with pool safety requirements;
- 4.18 if the Property includes a regulated pool, provide and keep the pool, pool fencing, pool gate and pool lock in good repair and in compliance with all applicable building and pool fencing legislation, regulations, by-laws and standards from time to time;
- 4.19 If there is a regulated pool owned by the Client, including a portable pool with a depth of 300mm or greater, the Client must ensure that a pool safety certificate is in effect prior to a General Tenancy Agreement commencing.

INITIALS (Note: initials not required if signed with Electronic Signature)

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[Signature] / [Signature]

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## 5. WHAT HAPPENS IF THE CLIENT IS IN DEFAULT UNDER A TENANCY AGREEMENT

- 5.1 If a General Tenancy Agreement is terminated due to the Client's breach, the Client must pay the Agent, as liquidated damages, an amount equal to the Commission and fees set out in Items E and F of the Schedule that would have been paid had the General Tenancy Agreement been duly completed, in addition to any other amount ordinarily payable to the Agent under this Agreement.

## 6. CLIENT'S WARRANTIES

### The Client warrants that:

- 6.1 the Client has authority to enter into this Agreement and is:
- 6.1.1 either the current registered proprietor of the Property or is in the process of becoming the registered proprietor of the Property; or
- 6.1.2 properly authorised to deal with the Property and has provided evidence of such authority to the Agent;
- 6.2 all information given to the Agent about the Property is true and correct in all respects and is neither misleading nor deceptive nor likely to be either;
- 6.3 the Client has not withheld any information that might have caused the Agent not to enter this Agreement;
- 6.4 any regulated pool, pool fencing, pool gate and pool lock are in good condition and comply with all applicable building and pool fencing legislation, regulations, by-laws and standards from time to time;
- 6.5 that the Property has been fitted with a safety switch (or switches) in accordance with the requirements of the *Electrical Safety Regulation 2013* (Qld);
- 6.6 the Property Details are accurate and may be relied on by the Agent for any purpose in connection with the performance of the services to be provided under this Agreement including (but not limited to) advertising and marketing the Property;
- 6.7 that the Property has been fitted with compliant smoke alarm(s) as required by the *Fire and Emergency Services Act 1990* (Qld) and the Client will:
- 6.7.1 maintain the smoke alarm(s) installed at the Property by cleaning and testing them 30 days before the start of a tenancy (including tenancy renewals); and
- 6.7.2 replace all batteries in the smoke alarm(s) if, at the time of cleaning and testing, the batteries are flat or almost flat; and
- 6.7.3 replace all smoke alarm(s) at the Property before they reach the end of their service life.
- 6.8 the Client is aware of section 185 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) and the Client is satisfied that the Property meets the criteria set out therein;
- 6.9 the Client will comply with the Client's obligations under section 185 of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) throughout the term of this Agreement.

## 7. CLIENT'S ACKNOWLEDGEMENTS

### The Client acknowledges that:

- 7.1 all written communications under this Agreement must be given to the parties' postal address, facsimile number, email address or mobile telephone number specified in Parts 1 and/or 2 of the Appointment of Property Agent;
- 7.2 the parties consent to the use of electronic communication in accordance with the provisions set out in Chapter 2 of the *Electronic Transactions (Queensland) Act 2001* (Qld) and the *Electronic Transactions Act 1999* (Cth);
- 7.3 if this Agreement is signed by any party using an Electronic Signature, the Client and the Agent:
- 7.3.1 agree to enter into this Agreement in electronic form; and

- 7.3.2 consent to either or both parties signing the Agreement using an Electronic Signature;

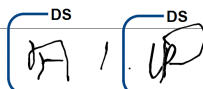
- 7.4 the Agent's contractual obligations are limited to those contained in this Agreement;
- 7.5 the authority vested in the Agent by this Agreement extends to the Agent's employees, consultants and contractors from time to time;
- 7.6 the Agent gives no warranty as to the creditworthiness, character, suitability or fitness of any Tenant;
- 7.7 the Agent is not responsible to the Client for any default in payment of rent or otherwise on the part of the Tenant or for any damage done by or any unsatisfactory conduct on the part of any Tenant and whether or not such Tenant was approved by the Agent;
- 7.8 the Agent gives no warranty that the Property is clean and fit to live in nor safe to live in nor in a good state of repair nor that it complies with any building or pool safety requirements;
- 7.9 the Agent assumes no liability for the state or manner of construction of the Property at the time of entry into this Agreement or subsequently;
- 7.10 the Agent is not a licensed engineer, architect, builder, pool safety certifier or any other type of professional or tradesperson and is only responsible to report to the Client on matters that are readily apparent on a visual inspection undertaken in accordance with Clause 8.12 or which are reported to the Agent in writing by a third party in accordance with Clause 8.13;
- 7.11 without limiting the generality of Clause 7.10, the Agent is not responsible for identifying or reporting any latent defect in the Property, any defect in a floor surface in the Property, or for the maintenance or cleaning of a floor surface in the Property;
- 7.12 the Agent gives no warranty that any animal to be kept at the Property will not cause any harm, loss or damage or that the Property is suitable for keeping the animal, and the Agent is not responsible and will be held harmless by the Client for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the animal;
- 7.13 the Agent gives no warranty that any regulated pool on the Property, including a portable pool of a depth of 300mm or greater and/or as prescribed by Relevant Legislation, will not cause any harm, loss or damage or that the Property is suitable for a regulated pool, including a portable pool, and the Agent is not responsible and will be held harmless by the Client for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the regulated pool;
- 7.14 in accordance with Relevant Legislation, the pool safety certificate is to be obtained, maintained and renewed and a compliant fence is to be erected and maintained, as required by Relevant Legislation.

## 8. AGENT'S AUTHORITY

### The Client authorises the Agent:

- 8.1 to deduct any monies due and payable to the Agent from the Client pursuant to this Agreement from any monies received by the Agent for and on behalf of the Client;
- 8.2 to pay from any monies received by the Agent, on behalf of the Client, any disbursements referred to in Item G of the Schedule or other expenses, including contractors' and trades peoples' fees, incurred by the Agent on behalf of the Client in the management of the Property;
- 8.3 to let the Property, and if necessary from time to time to re-let the Property, for a rental price that is in accordance with the instructions of the Client or in the absence of specific instructions, for a rental price which is reasonably obtainable;

INITIALS (Note: initials not required if signed with Electronic Signature)

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- 8.4 to re-let the Property at market rental price for a fixed term (such as a 6 or 12 month term or other fixed term) unless otherwise advised in writing by the Client;
- 8.5 to advertise the Property as available for rent, at the Client's expense, as specified in Part 8, Section 1 of the Appointment of Property Agent and Item F of the Schedule;
- 8.6 to provide keys to prospective tenants to inspect the Property unsupervised, only when instructed in writing to do so by the Client;
- 8.7 to communicate to the Client an expression of interest whether written or oral, about the letting of the Property, at the Agent's sole discretion;
- 8.8 to make reasonable inquiry, to the extent permitted by the laws relating to privacy and discrimination, as to the ability of the prospective tenant(s) to meet the Tenant's obligations as specified in the General Tenancy Agreement current at the time the Client enters into this Agreement;
- 8.9 to negotiate and settle the terms of the General Tenancy Agreement with the Tenant in conformity with Relevant Legislation;
- 8.10 to accept and sign the General Tenancy Agreement and ancillary documents as Agent for the Client;
- 8.11 to demand and collect rent, bond money, key deposits and other monies (if any) payable to the Client from a Tenant(s) as and when these monies are due for payment and to pay bond money to the RTA in accordance with the Relevant Legislation;
- 8.12 to the extent permitted by the Relevant Legislation, to inspect the Property at least once during each 6 monthly period, unless otherwise expressly agreed and specified in the Schedule, and where the Agent considers reasonably necessary, to report as to the outcome of those inspections to the Client;
- 8.13 to give notice to the Client, in the manner specified in Clause 7.1 on receipt of a complaint or notification of any serious safety risk relating to the Property. The giving of notice pursuant to this clause is the extent of the Agent's authority;
- 8.14 to arrange for repairs and maintenance as authorised by the Client in writing (including the authorisation contained in Part 8, Section 2 of the Appointment of Property Agent). Emergency Repairs are to be dealt with immediately and all other repair and maintenance requests are to be dealt with in a timely fashion;
- 8.15 to exercise the Client's rights to vary or terminate any General Tenancy Agreement with a Tenant(s) to the extent permitted by the Relevant Legislation;
- 8.16 if considered necessary by the Agent (for example because of the frequency or the nature of the breach), to notify the Client of any unremedied breach by the Tenant(s) of the terms of his/her General Tenancy Agreement with the Client;
- 8.17 to complete and sign on behalf of the Client and serve all Condition Reports, documents and notices required to be given under the Relevant Legislation;
- 8.18 to demand and receive from the RTA, a Tenant's bond money to the extent of unpaid rent or other monies payable by that tenant under his/her General Tenancy Agreement with the Client;
- 8.19 where applicable, to obtain from the Body Corporate and to provide to the Tenant(s), access to a copy of the Body Corporate by-laws upon signing the General Tenancy Agreement.

## 9. APPOINTMENT OF SOLICITORS AND COMMERCIAL AGENTS

- 9.1 The Agent may appoint solicitors or licensed commercial agents, at the expense of the Client, to recover monies due from a Tenant (or former Tenant), with prior written approval of the Client.

## 10. AGENT'S OBLIGATIONS

### The Agent must:

- 10.1 account to the Client in writing for all monies received, paid or appropriated in accordance with this Agreement;
- 10.2 notify the Client of the Property becoming vacant.

## 11. INDEMNITY

- 11.1 Unless a finding of negligence is established against the Agent, the Client indemnifies the Agent and therefore must pay the Agent for liability, loss or costs the Agent suffers or incurs from all actions, claims, demands, damages and expenses arising out of or in respect of its capacity as Agent of the Client;
- 11.2 Without limiting the generality of Clause 11.1, the Client indemnifies the Agent from and against all actions, claims, demands, losses, costs, damages and expenses arising out of or in respect of the Client's failure to give timely, appropriate or sufficient funds to or for the Agent to carry out an instruction or authority.

## 12. TERMINATION

- 12.1 If either party wishes to terminate this Agreement, it must be terminated in accordance with Part 5 of the Appointment of Property Agent and Sections 106 and 114 of the *Property Occupations Act 2014* (Qld), which provide that this Agreement ends on the date when one of the following happens:
  - 12.1.1 either the Client or the Agent exercise the option to revoke the Appointment of Property Agent under Sections 106 and 114 of the *Property Occupations Act 2014* (Qld), in which case the party exercising the option must give the other party at least 30 days written notice unless the Client and the Agent agree, in writing, to an earlier date for the Appointment of Property Agent to end; or
  - 12.1.2 the Client signs a transfer of, or contract to sell, the Property in which case the Client must give the Agent at least 30 days notice written unless the Client and the Agent agree, in writing, to an earlier date for the Appointment of Property Agent to end;
  - 12.1.3 the Client must give the notice referred to in Clause 12.1.2 above on the day that the Client signs the transfer of, or contract to sell, the Property.
- 12.2 The Client must pay to the Agent, all Commission and fees to which the Agent is entitled during the notice period outlined in Clause 12.1.1 and 12.1.2 above;
- 12.3 Any termination does not affect either party's pre-existing rights and obligations.

## 13. CLIENT AND AGENT'S ACKNOWLEDGEMENT

### The Client and the Agent acknowledge that:

- 13.1 they have received a copy of the Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer, the Schedule, these Essential Terms and Conditions and any additional annexures;
- 13.2 they have read and fully understood the Property Occupations Form 6 - Appointment and reappointment of a property agent, resident letting agent or property auctioneer, the Schedule, these Essential Terms and Conditions and any additional annexures, including the warranties and indemnities contained therein and agree to be fully bound by them.

## 14. ENTIRE AGREEMENT

- 14.1 This document constitutes the entire agreement of the parties with respect to the subject matter of this document and supersedes all prior negotiations or expressions of intent or understandings with respect to the appointment of the Agent to the Property.

INITIALS (Note: initials not required if signed with Electronic Signature)

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[Signature] / [Signature]

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# Pool Safety Annexure to Property Occupations Form 6

Approval for a pool, including a portable pool.

Client name/s: Artlis Property Pty Ltd

Property Address: 304/60 Doggett Street

SUBURB: Newstead

STATE: QLD

POSTCODE: 4006

## The property does not have a pool:

☐ There is no pool at the property

## 1. Where there is a proposed lease of a property with a regulated pool that is a shared pool:

Where there is an existing pool at the premises, has the Client obtained from the pool owner and supplied to the Agent a valid pool safety certificate for the pool or provided a notice in the approved form that a pool safety certificate will not be provided prior to the commencement of a tenancy agreement, in accordance with Relevant Legislation (as defined in Clause 1.8 of the Essential Terms and Conditions of the Agreement)?

☒ Yes ☐ No

Conditions (if any):

## 2. Where there is a proposed lease of a property with a regulated pool that is not a shared pool:

Where there is an existing pool at the premises, has the Client obtained and supplied to the agent a valid pool safety certificate for the pool prior to the commencement of a tenancy agreement, in accordance with Relevant Legislation (as defined in Clause 1.8 of the Essential Terms and Conditions of the Agreement)?

☐ Yes ☐ No

Conditions (if any):

## 3. Where there is a proposed lease of a property with no existing regulated pool and a proposal by a/the Tenant to erect a portable pool with a depth of 300mm or greater;

The Client permits the Tenant to have a portable pool at the property with a depth of 300mm or greater in accordance with the Relevant Legislation (as defined in Clause 1.8 of the Essential Terms and Conditions of the Agreement).

☐ Yes ☐ No

Conditions (if any):

## SIGNATURES

Client 1:  Date: 05 September 2022



Client 2:  Date: 05 September 2022

Client 3: \_\_\_\_\_ Date: \_\_\_\_\_

Client 4: \_\_\_\_\_ Date: 06 September 2022

Agent:  Date: \_\_\_\_\_

INITIALS (Note: initials not required if signed with Electronic Signature)

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## Annexure A

### 1. SMOKING

The tenant/s agree that smoking is not permitted inside the property, on the balcony or on the common property, this includes within 4 meters of building entrances.

### 2. PETS

The tenant/s agree that NO pets are allowed (except fish in a small table top bowl of less than 4 litres) on the property without the prior written consent of the lessor/agent. This clause becomes ineffective in the event that the tenant agrees to execute a Pet Damage Agreement, obtains written approval from the Body Corporate via a completed Pet Application and Item 17 of the Form 18a is completed accordingly.

### 3. PEACEFUL ENJOYMENT

The tenant/s agree, as per the By Laws, not to make or permit any noise likely to interfere in any way with the peaceful enjoyment of other residents. The tenant/s agree not to make or permit any loud party noise or loud music at anytime.

### 4. VISITOR CAR SPACES

The tenant/s agree that visitor spaces may be occupied by visitors only and for a maximum period of 4 hours. If longer parking is required, approval must be sought from the Building Manager. The tenant/s agree not to park in any of the designated visitor car spaces.

### 5. PARKING OF VEHICLES

The tenant/s agree, as per the By-Laws, that all vehicles are to be parked within the lines of the designated approved areas. It is prohibited to park or stand a motor vehicle or other vehicle in body corporate common areas. The parking of vehicles is done at the tenants own risk and the tenant/s agree to lock their vehicle at all times.

### 6. USE OF COMMON PROPERTY AND FACILITIES

The tenant/s agree, as per the By-laws, Building Facilities (pool) are for tenant/s use and a maximum of five guests only. The tenant/s and guests agree to abide by all signs placed by Management, to not prop open any pool gate or other security door, and to notify the Building Manager immediately if any safety or security door or device is found to be faulty.

### 7. MOVEMENT OF GOODS IN / OUT OF THE BUILDING

The tenant/s agree that movement of all furniture and/or large items in and out of the building must be approved by management and is only permitted by a lift appointment with the Building Manager. No furniture or large items are to be moved through the lobby at any time. The tenant/s agree that they are responsible for the cost of any damage caused in connection with relocating items, whether caused by the tenant/s or a contracted third party.

### 8. APPLIANCES/ FIXTURES & FITTING CARE

The tenant/s agree to care for all fixtures and fittings (including carpet, floorboards and/or marble/tiles) as directed by the manufacturers instructions for use, care, cleaning and troubleshooting. The tenant/s further indemnify the lessor for any costs associated with repairs or replacements that are required during the tenancy that have been caused by the tenants failure to abide by the manufacturers instructions.

### 9. TRADESPERSON CALLOUT WHERE TENANT IS RESPONSIBLE

The tenant/s agree that if they request the services of a tradesperson to carry out repairs on the premises, and there is no fault found or the fault found was caused by the tenant/s or their guests or the tenants own property, that they will be responsible for payment of the fees charged by such tradesperson.

### 10. PARCEL/ENVELOPE DELIVERY - RELEASE AND WAIVER

The tenant/s agree to collect all parcels within 12 hours. The tenant/s acknowledge and agree that neither the Building Manager/Lessor will be held responsible for any lost or damaged goods.

### 11. LOCK OUT FEES

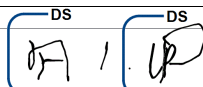
The tenant/s agree that if they are locked out charges will apply and need to be settled at the time directly with the trade or Building Manager providing access. If the Building Manager is available, a call out fee of \$165 (inc GST) will be charged. Between the hours of 10pm and 6am Lock N Bolt Locksmith can provide entry to the apartment by calling 0458 785 329.

### 12. ATTENDANCE FEE

The tenant/s agree that if the Building Manager is called out after hours because of a legitimate complaint or disturbance caused by a tenant/s or their guests a fee of \$165 (inc GST) is payable by the tenant/s.

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## Annexure B

### 13. TENANCY VARIATION FEE

The tenant/s agree that a Tenancy Variation Fee is payable for any tenancy variations that occur after a lease agreement is finalised. Variations include, but are not limited to, change of shared tenancies or the addition of an approved pet. The cost of this fee is 55% of one weeks rent (inc GST).

### 14. OVERDUE UTILITY SERVICE INVOICE(S)

The tenant/s agrees that upon vacating the premises, should funds owing for payment of the utility services provided to the Tenant by the Body Corporate, as invoiced to the Tenant by the utility provider, these funds will be claimed from the bond amount held by the Residential Tenancies Authority.

### 15. CARPET, CURTAINS & CAR PARK CARE

The tenant/s agree that within a tenancy period of 12 months or more, carpets, curtains and car parks, are to be cleaned from time to time as reasonably instructed by the Building Manager/Lessor. All marks and stains should be removed promptly and carpets are to be vacuumed weekly as per the manufacturers warranty.

The tenant/s agree that upon vacating, carpets, curtains and car parks, must be cleaned to the same standard they were in at the commencement of the tenancy, fair wear and tear excepted.

### 16. TIMBER FLOOR CARE

The tenant/s agree that special care must be taken with the timber floors. High heeled or sharpened bottom shoes can cause impact marks and the sliding or movement of furniture can scratch flooring protective discs must be used, along with the recommendation of utilising mats or rugs.

### 17. AIR CONDITIONERS

The tenant/s agree to clean all air conditioning filters. No items are to be placed in front of the air conditioner unit on the balcony, as doing so can block ventilation and air flow to the condenser unit, and can cause damage to the air conditioner unit. The tenant/s acknowledges that they are responsible for all costs associated with fixing or replacing the air conditioning condenser/unit if it is broken due to this reason.

### 18. FURNISHED APARTMENTS

The tenant/s agrees to use mattress protectors on mattresses at all times. If a mattress is damaged, the Lessor may require compensation for any damage and/or request replacement. The tenant/s agrees to have all soft furnishings (sofas, mattress, all linen etc) professionally cleaned and the end of the tenancy.

INITIALS (Note: initials not required if signed with Electronic Signature)

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