



Rental Agreement

This agreement is made on _____ day of _____, 201_

BETWEEN Allen and Christine Perry

Of: PO Box 1501, Mossman, Qld 4873 ("we" "us" or "our")

AND _____

Of: _____

Phone Number: _____ ("you" or "your")

1) We operate an exclusive holiday rental property situated at 82 Santacatterina Road, Finlayvale Qld 4873 (the "Property")

2) You wish to rent the Property as described following:

Rental Period: Arrival Date: _____ Departure Date : _____

Total Occupants: _____ Total Adults: _____ Total Children: _____ Total Infants: _____

3) You agree to pay the following Applicable Charges:

- a) Accommodation Charge for Main Residence: A\$ _____
- b) Accommodation Charge for Pavilion: A\$ _____
- c) Other Charges A\$ _____

4) Total Applicable Charges of A\$ _____ are payable as described following:

25% of the Total Applicable Charges (A\$ _____) on signing this Agreement, plus

75% of the Total Applicable Charges (A\$ _____) 30 days prior to the Arrival Date.

5) How do you wish to pay the Total Applicable charges (tick whichever is applicable)?

By direct deposit into the following bank account:

BSB: 064:835
Account #: 10103500
Account Name: Christine and Allen Perry
Commonwealth Bank of Australia
Cnr Macrossan and Grant Streets, Shop 15 Saltwater Building, Port Douglas Qld 4877
Swift Code: CTBAU2S (for international transfers)

or by the following MasterCard or Visa (a Credit Card Fee of 2% applies)

Credit Card Type: _____ No: _____

Name on Card: _____ Exp Date: _____ CVV: _____

Christine Perry: Phone: +61 (0)438 551 382

Email: christine@rainforestate.com

- 6) You agree to pay a Security and Other Charges Bond ("Bond") of A\$2,000.00 prior to your arrival at the Property. This will be refunded, less any other charges incurred as described in this Agreement, within 7 days of your departure.

How do you wish to pay the Bond (tick whichever is applicable)?

- By direct deposit into the above specified bank account; or
 by the following MasterCard or Visa (a Credit Card Fee of 2% applies)

Credit Card Type: _____ No: _____

Name on Card: _____ Exp Date: _____ CVV: _____

(Write "As Above" if the same credit card as specified previously)

- 7) You may incur other charges as described in this Agreement. We will advise you of any other charges (if incurred) as soon as practical after your departure. An Administration Fee of 15% of our cost may be added to any other charges you incur. If you incur any other charges and pay them by an approved credit card, a Credit Card Fee of 2% will apply. You agree to pay any other charges incurred within 7 days of our invoice for same. Failure to pay any other charges on time may incur an Overdue Interest Fee of 1% per month for each month or part thereof the payment is late.
- 8) An optional cleaning service is offered during your stay or at your departure. This service is offered at A\$50.00 per hour (a minimum charge of A\$100.00 applies) and will be deducted from your Bond on departure.

Do you wish to use this optional cleaning service? YES / NO
(If yes, we will organise your cleaning requirements as required).

- 9) An optional shopping service is offered to stock the Property with food, beverages and other supplies you require prior to your arrival and / or during your stay. This service is offered at A\$60.00 per hour (a minimum charge of A\$60.00 applies) and will be added the total cost of the supplies.

Do you wish to use this optional shopping service? YES / NO
(If yes, we will organise your shopping requirements as required).

Please sign below to indicate your acceptance of the above and the following Additional Rental Terms and Conditions.

Name: (Please Print) _____

Signed: _____

To confirm a booking, please send pages 1 & 2 of the completed Agreement to:

Email: christine@rainforestestate.com

Additional Rental Terms and Conditions

YOU UNDERSTAND AND AGREE TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:

- 10) We grant the number of Occupants specified in clause 2 of this Agreement a limited permission to occupy the Property for holiday accommodation purposes. This is not a residential tenancy agreement under any residential tenancy legislation.
- 11) The Total Applicable Charges depends on the number of Occupants staying at the Property as specified in clause 2. Extra charges may apply if the total number of Guests Sleeping in Beds is exceeded. Please note, there are no extra charges for Infants in Cots other than for the hire of any special equipment required to cater for them (e.g. cots, high chairs, play pens, etc) if required.
- 12) Check in time is 4.00 p.m. on the Arrival Date. Check out time is 10.00 a.m. on the Departure Date. With prior arrangement, we may be able to vary these times to suit your travel arrangements if you give us plenty of notice and there are no guests checking in or out on the day of your arrival or departure.
- 13) The Property is not a "party house". Occupants must not create noise which is offensive or disruptive to neighbours' quiet enjoyment at any time.
- 14) Smoking is not permitted anywhere on the Property, either inside the house, on patios, balconies or verandas, or anywhere in the grounds. If you request, we will agree a designated smoking area for those who wish to smoke while on the Property and we will provide a suitable receptacle for the disposal of cigarette butts and other waste. Extra cleaning charges will be incurred if this policy is not strictly adhered to.
- 15) Pets and other animals are not permitted at the Property.
- 16) State and local laws govern the use of swimming pools. The pool and hot tub gates should be kept closed at all times. Small children should be properly supervised at all times when using the pool, hot tub, or playing in or near the creek on the Property. Playing in or around the indoor waterfall and reflection ponds is not permitted by anyone at any time. Glass containers must not be taken into the pool or hot tub area.
- 17) Vehicles are to be parked only in the Property's carport, garage or driveway. Under no circumstances should vehicles be driven or parked on lawns.
- 18) The Property is fully furnished with quality furniture and fittings. Reasonable care should be exercised by all Occupants. Infants and young children are welcome at the Property provided they are properly supervised by a responsible adult at all times.
- 19) We take no responsibility for Occupant's personal property. The Property should be locked when not occupied and valuables should be locked in the in-house safe if required (by arrangement).
- 20) You are not permitted to invite Visitors (people not staying in-house) or Service Providers (people engaged by you to provide goods or services) onto the Property without our express prior permission. At our sole discretion we may refuse permission or apply further charges and / or conditions relating to their permission to enter.
- 21) Replacement of missing, broken or damaged equipment, furnishings or fittings including but not limited to DVDs, CDs, games, books, towels, remote controls, keys, smells and stains, not caused by normal wear and tear, may be charged to your account. Please note, it is not our intention to charge for normal wear and tear or the replacement of reasonable accidental breakages of crockery or glassware provided we are made aware of such breakages on or before departure.

Additional Rental Terms and Conditions (continued)

- 22) We provide a "House Rules for In-House Guests" document detailing rules for Occupants in accordance with the terms and conditions in this Agreement. Occupants are made aware of these house rules on arrival at the Property. Copies of the house rules are also available in all common areas and bedrooms. You are responsible to ensure all Occupants, including and especially children, comply with these house rules at all times.
- 23) We understand your desire for peace and privacy during your stay however certain regular maintenance must be carried out to ensure the Property remains safe and in good condition. To this end we have organised all our service providers to service the Property at fixed times each week. This includes pool, garden and any required house maintenance and is done at our cost. On arrival, we will advise you of any maintenance services that will be undertaken during your stay. To assist our staff and to cause you the least possible inconvenience we recommend you plan going out while this is happening if you do not wish to be impacted by such maintenance (it can be a little noisy at times). However if you do not wish the Property to be serviced during your stay please let us know well in advance and we will attempt to reschedule required maintenance if possible.
- 24) Depending on the length of your stay we will either change towels or perform a full linen change at our cost during your stay. For stays of more than 7 days we will do a full linen change (bed sheets, bath towels, pool towels, tea towels, etc) every 4-5 days, depending on the length of your stay. For stays of 7 days or less we will change towels after 3- 4 days. We will agree the times with you to minimise any intrusions. All other cleaning services you require are at your cost. If you elect to utilise the optional cleaning service (at your cost) during your stay, it will also be performed at a mutually convenient time and interval.
- 25) The Property will be thoroughly cleaned prior to the start of the Rental Period. Even though the Total Applicable Charges includes the end of stay cleaning, this is only for reasonable general cleaning such as stripping and remaking beds, laundering all linen and generally cleaning bathrooms, floors, carpets, outdoor entertainment areas, etc. It is your responsibility to clean the BBQs and kitchen cooking areas and utensils used, to place rubbish in the bins provided at the front gate and to return furniture to its original location prior to your departure. We also strongly recommend you do not allow children to leave grubby finger marks all over the windows, doors, furniture, etc. (please note, this is in here because it has been a problem in the past). You will be charged for any such excessive cleaning and / or reinstatement of furniture to its original position(s). However we understand you may not want to or have time to do any or all of this prior to your departure so we are happy to do it on your behalf at your cost. Just leave what you like and we'll do the rest and charge your account (if necessary).
- 26) Electricity, gas, local telephone calls and internet usage (up to 25gb per week) are free. Long distance and international calls, calls to mobiles and excess internet usage charges will be charged to your account.
- 27) Foxtel Entertainment and Sports options are available free of charge. The specific channels included can be viewed on the Foxtel web site. If you wish to utilise other Foxtel options and / or pay-per-view or internet / Smart TV services the charges will be charged to your account.
- 28) We reserve the right to cancel or terminate this Agreement if circumstances dictate we do so. We will explain such circumstances to you immediately they become known to us if this becomes necessary. If we cancel or terminate this Agreement at any time, other than for a material breach of this Agreement by you, we will refund all monies paid by you to us for any unused portion of the Total Applicable Charges and we will assist you as best we can in finding suitable alternative accommodation.
- 29) You may move the Rental Period (to any available dates of the same duration) up to 3 months in advance of the Arrival date without additional cost. If you move the Rental Period within 3 months of the Arrival Date, there may be an additional charge if your original Rental Period is not re-booked. Subject to availability, you may lengthen the Rental Period at any time. An additional charge will apply for the extra nights.

Additional Rental Terms and Conditions (continued)

- 30) You may increase or decrease the number of Occupants at any time prior to the Arrival Date. An additional charge may apply for additional Occupants.
- 31) If you cancel or shorten your booking at any time prior to the Arrival Date and we can re-book the unused Rental Period in part or in full, we will refund the value of the new booking for the unused Rental Period, less the Administration Fee. We will not refund or forgive the fees already paid or still due if cancellation of part or all of your Rental Period leaves the Property vacant for that period. It is highly recommended you take out suitable insurance to cover the possibility of you having to cancel your booking. Cancellations must be made in writing.
- 32) If we reasonably believe there has been a material breach of this Agreement we reserve the right to enter the Property at any time without notice to you to remedy the breach and / or to protect our rights.
- 33) If there is a material breach of this Agreement we may:
 - a) terminate the Agreement immediately;
 - b) evict one or more Occupants from the Property immediately;
 - c) retain the Total Applicable Charges;
 - d) charge you the full amount of any costs incurred by us for the repair of any damage or the replacement of any missing item;
 - e) charge you for any lost income caused as a result of any damage while repairs are taking place;
 - f) charge you the Administration Fee, Credit Card Fee and / or Overdue Interest Fee (if applicable) on any charges and costs incurred; and / or
 - g) take any other action, including but not limited to filing a police report or Court action, we may have available under law.
- 34) Due to the sometimes long period between confirming a booking and the Rental Period we reserve the right to vary the terms and conditions of this Agreement at any time (excluding the Total Applicable Charges unless the Rental Period or number of Occupants specified in clauses 2 and 3 change). We will explain such circumstances to you immediately they become known to us if this becomes necessary.
- 35) This Agreement will be governed by and construed according to the laws of the State of Queensland, Australia. If required, any dispute related to this Agreement will be heard in the appropriate Court or other applicable jurisdiction in the State of Queensland, Australia.

END OF ADDITIONAL RENTAL TERMS AND CONDITIONS