

SHARE HOUSING AGREEMENT

TERMS OF AGREEMENT BETWEEN SHARE HOUSING AGENCY AND LODGER

This Agreement is made on **Date** in Sydney, NSW Australia, between:

Share Housing Agency:

COME2AU GROUP PTY LTD
ACN 624 300 974
3 Union Street, Pyrmont, NSW 2009, Australia
Tel: +61 (2) 9264 4662, Mobile +61 420 949 551
Email: rentals@come2au.com.au Office Hours Monday – Friday 10:30 am – 5pm

And Lodger:

Name:

DOB:

ID card passport No.:

Mobile Number:

Email:

Resident number:

CLIENT ID:

By signing this contract, I confirm that I have inspected the property at the below mentioned address and accept the condition of the unit and room.

At the Premises:

The Share Housing Agency give the Lodger the right to **share Twin shared/ Single** room number: at **INSERT ADDRESS**

No more than **X** people may ordinarily live in the premises at any one time

For Rent \$ per week

From (start date) to (end date)

Last day to lodge a move out notice:

Notes:

To pay:

Fully refundable deposit:	
Rent:	
Admin fee:	
Referral fee:	
TOTAL	

Amount Paid:

Date:	Transfer/Cash/Intern. transfer	Amount:

Balance of payment

Date due:	Amount:

NEXT 2 weeks payment of: \$ due on

Rent:

The rent is payable fortnightly, upfront from start date. The Lodger must pay in advance.

The rent must be paid: (a) to the Share Housing Agency, (b) at any other reasonable place the Share Housing Agency names in writing, or (c) into the following account;

Account Name: COME2AU TRUST

BSB: 012-142 Account: 23 334 6547

Bank: Australia and New Zealand Banking Group Limited

(**For offshore/international transfers only SWIFT/BIC code: ANZBAU3M)

(For offshore/international transfers only SWIFT/BIC code: **ANZBAU3M**)

Or, any other account nominated by the Share Housing Agency.

Payment must be made by the following method: Direct Deposit or Bank Transfer.

When depositing you must indicate your CLIENT ID so we can identify your payment.

Late payments will incur a late fee and/or eviction.

Signatures:

Share Housing Agency/Share Housing Agencies Agent :

Signature _____

Date: Date

Witness (Name): _____ Signature _____

Lodger's (Name): **name**

Signature _____

Date: Date

Witness (Name) _____ Signature _____

Other Lodgers (Name) _____ Signature _____

Other Lodgers (Name) _____ Signature _____

1. The Agreement

- 1.1 The Share Housing Agency agrees to give the lodger a copy of this agreement at or before the time the agreement is signed and given by the lodger to the Share Housing Agency or a person on the Share Housing Agency's behalf.
- 1.2 The Share Housing Agency agrees to give a copy of the agreement signed by both the Share Housing Agency and the lodger as soon as reasonably practicable.
- 1.3 The Residential Tenancies Act does not apply to this agreement.

2. No Relationship

- 2.1 Nothing in this agreement creates between the parties or entities or exposes a party to the rights of liabilities of the relationship of;
 - a) Landlord and tenant
 - b) Tenant and subtenant

3. Rent

- 3.1 The rent is payable fortnightly upfront. The lodger must pay in advance. The weekly rental fee is based on the fixed term duration of this contract.
- 3.2 The term of this agreement is a **X** month **share accommodation agreement**. After the fixed term period, the contract will continue for an on-going basis until the lodger or Share Housing Agency issues a termination notice. In the case the Lodger wishes to terminate the agreement after **X** months, the Lodger must do so in accordance with 6. MOVE OUT NOTICE Clause whereby issuing 3 weeks minimum notice to leave the premises where the move out date must fall on a payment cycle day. The term of the agreement shall be effective from the start date and continue through the next **X** successive months.
- 3.3 When the **X** month term finishes the contract will continue with an increase of rent by a minimum of \$10 AUD per week until either party terminates the agreement in accordance with move out notice clause or breaching the Contract. If you wish to sign a renewal contract after the fixed term period, the price will be determined based on market conditions at that point in time. Signing of a renewal contract will be subject to availability.

4. Late Payment

- 4.1 If your payment is late past the due date for any reason, you need to notify in writing Come2au Group Pty Ltd at rentals@come2au.com.au and seek approval or make other arrangements, otherwise you agree to pay a late fee of \$55 AUD plus extra \$10 AUD for every day of late payment until full payment is made to the stated bank account of Come2au Group Pty Ltd. Having said this, in order to avoid late payment fees, we recommend that rental payments are made at least 2-3 business days prior to the due date of your rental payment.
- 4.2 In the case your agreed rental payment is late by 5 days or more and you fail to seek and receive approval for extension from Come2au Group Pty Ltd, you agree to return all the keys to the property outlined in this shared accommodation agreement and vacate the premises immediately, in the case you fail to do so Come2au Group Pty Ltd has the right to evict you with the full loss of your 'fully refundable deposit'.

5. Fully Refundable Deposit

- 5.1 A fully refundable deposit of 2 weeks must be paid by the lodger to the Share Housing Agency or the Share Housing Agency's agent on or before signing this agreement.
- 5.2 You agree that the fully refundable deposit paid by you will be held by Come2au Group Pty Ltd. Once the rental term has lapsed or both parties agree and the lodger has moved out as per the terms set out, the fully refundable deposit will be electronically transferred to the lodgers nominated bank account, approx. 21 working days of the final inspection and receipt of the correct banking details, whichever is the later. Make sure that you do not close your bank account as Come2au Group Pty Ltd will not refund cash, only bank transfer.
- 5.3 The fully refundable deposit cannot be used as a rental payment. Rent needs to be paid in full until the rental period ends.

6. Move Out Notice

- 6.1 Lodger must give a minimum **3 weeks** (15 working days) advance written notice to Come2au Group Pty Ltd before leaving, by sending an email to rentals@come2au.com.au with your move out notice lodgement.
- 6.2 Move out dates occur in line with our payment cycle day. Lodger can only move out on one of these dates. Lodger must ensure that your 3 weeks move out notice is lodged 3 weeks before the payment cycle day otherwise the effective move out date will fall on the next payment cycle day.
- 6.3 A written response and acknowledgement will be sent to the lodger 24-48 hours to confirm the exact move out time and date and the move out procedure.
- 6.4 In the case the lodger does not receive a written confirmation of the notification received within 24-48 hours, Come2au Group Pty Ltd might not have received the request and it is the lodger's responsibility to contact Come2au Group Pty Ltd to deliver their request.
- 6.5 All communication and requests to be lodged through email at rentals@come2au.com.au
- 6.6 Move out can take place only at the end of the payment cycle.
- 6.7 The office is closed during the Christmas Holidays for at least 2 weeks. No departures will be accepted between the periods of 16th December and 6th January, this includes the 3 weeks written notice. All notices received during the above period will take effect on the 6th January, if the 6th January falls on a weekend or public holiday it will take effect on the next working day.
- 6.8 If the move out date stated in this contract falls on any other public holiday, the lodger will need to move out on the following day.

7. Accommodation Type

- 7.1 All properties unless otherwise clearly stated are and will be shared accommodation, meaning more than one person per room with limits per room.
- 7.2 The rooms are NOT single rooms, Come2au Group Pty Ltd can organize a single room on request and if this is the case the contract must be adjusted to clearly show the changes to the leasing agreement.
- 7.3 The agreement gives you the right to occupy a bed in a shared room with no exclusive right to any space/area within the premises.

8. Cleaning

- 8.1 The person named in this agreement must maintain cleanliness of the property at all times which includes all common areas bathrooms and kitchen.
- 8.2 The lodger agrees to follow the cleaning procedure supplied by Come2au Group Pty Ltd.
- 8.3 After the move out notification, during the 3 week period, the lodger must have his/her room in a clean, tidy, presentable condition (bed nicely made, all belongings stored in the wardrobe) for the inspection of potential future lodgers.
- 8.4 In the case the lodger's room would not be clean, tidy and in a presentable condition, the 3 week notice will start only once the room is cleaned, at the lodger's expense (**minimum charge \$150 per person/room or minimum \$500 to clean the property**).
- 8.5 After completion of rental period before leaving, the lodger must put back everything into its original conditions (clean carpet, cleaned room, cleaned linens, no damage to the property or furniture etc, no items of the lodger left in the common area), the entire 'fully refundable deposit' will be returned providing a 3 week notice is given and the above conditions are met.
- 8.6 In the case the lodger would fail to clean their room/the premises, the Share Housing Agency will arrange cleaning at the lodger's expense (minimum charge of \$150 applies for general cleaning).
- 8.7 During occupancy the common premises need to be kept clean and tidy at all times for the enjoyment of other lodgers. The lodger is expected to clean up after themselves (cooking, eating, taking a bath etc).
- 8.8 Come2au Group Pty Ltd reserves the right to enter the premises and the Lodgers room any time for an inspection or to show the premises to potential clients.
- 8.9 Periodic inspection by the agent upon notification given to the lodger will be carried out on each unit to ensure a high level of standard is maintained. The lodger will be notified if any work is to be carried out by Come2au Group Pty Ltd or its agents after the inspection.
- 8.10 For non-compliant lodgers Come2au Group Pty Ltd will invoice the lodger, to carry out any repair, rectify, clean, dry clean, make good, carry out work to common properties that the lodger/s have failed to care for, maintain or if any damage was caused by the lodger/s.
- 8.12 The caretakers incident report (minimum charge of \$30 + GST/15 minute increments) for caretaking or outside contractors invoice with an administrative fee of 20% shall be invoiced for management services to carry out any of the above mentioned work and will be payable by the lodger in the following weeks rent or in the case of moving out will be deducted from the lodgers fully refundable deposit.

9. Smoking Policy

- 9.1 All of Come2au Group Pty Ltd properties are NON-SMOKING inside, on balconies and patios. Anyone caught smoking inside the property will be charged a sterilization fee for the property (minimum \$350).

10. Carpeted Areas

- 10.1 The carpets in our apartments are maintained and cleaned regularly. Therefore NO SHOES are allowed to be worn on ANY CARPETED AREAS in any of our apartments. In the case we find you wearing shoes on any carpeted area there is a minimum charge of \$150 to contribute to the carpet cleaning, or you will be liable for the cost of cleaning the carpet (minimum charge \$350).

11. Bedding

- 11.1 We provide the bed, fitted sheet, pillow and quilt. In the event that the mattress may require a mattress protector, this can be supplied subject to availability.
- 11.2 You need to keep the mattress protector (if supplied), and the sheet on the mattress. You need to use the pillow and quilt covers when using the bed or bedding.

12. Pest Control

- 12.1 The property mentioned has been regularly inspected for bedbugs and cockroaches and sprayed accordingly. The room you are moving into has been checked before you moved in and is pest free.
- 12.2 If you find any pest you will need to notify us within 5 days from the date you moved in. **You are responsible for the cleanliness and tidiness of the property**, therefore if bedbugs, cockroaches or any other pests are found in the common areas and/or your bedroom 5 days after you moved in and you have not notified us in writing to rentals@come2au.com.au within the 5 days from the date you moved in, you and/or the responsible person will be required to pay for the extermination of the pests and for the replacement of any damaged furniture.
- 12.3 Upon leaving at your final inspection we will also inspect your bedroom for bedbugs and wait 7 days to see if the new lodger reports bedbugs within that 7 days period which would mean you will be responsible and will be required to pay for the extermination of the pests, our agency's time involved with dealing with the issue billed at \$33 per 15 minutes + GST, and for the replacement of any damaged furniture.
- 12.4 Bedbugs are very easily brought into a property once you have been in contact with them and they are very hard to remove. It is your responsibility to make certain you and your belongings are free from bed bugs.

13. Property Guests

- 13.1 Only the person named in this agreement may sleep in the property and this is only transferable with the written permission of Come2au Group Pty Ltd with prior arrangement.
- 13.2 The lodger named in this agreement is responsible for their guests during their time in the apartment.
- 13.3 If anyone is caught sleeping in the property that does not have the written agreement and/or permission from Come2au Group Pty Ltd, a charge of \$500 per night/person will apply for the responsible person for bringing them into the property. In the case you witness other lodgers having people sleeping over it is your responsibility to notify us immediately otherwise you could be responsible and penalized the same amount \$350 as well as we take that you are participating in breaching the contract.
- 13.4 Guests are not allowed to stay at the property without your presence at any time. Guests can visit between 8:30 am and 11 pm. However this is a subject of approval of other residents in the unit.
- 13.5 **NO PARTYING** is allowed at the property at any time. A penalty of \$350 per person applies and/or immediate termination of the share accommodation agreement and full loss of fully refundable deposit applies if caught partying, taking part in the party, or in the case we receive any noise complaints, or in the case the police and/or security had to attend for improper behaviour.
- 13.6 Come2au Group Pty Ltd has the right to ban certain guests from entering the premises if they are seen to be acting in an unsocial way or are in breach of any term of this agreement. Any banned guests will be notified by a formal email from Come2au Group Pty Ltd to the responsible lodger.
- 13.7 In the event banned guests are allowed to enter the premises, the responsible lodger will be fined \$350.00 immediately.
- 13.8 In the case there happens to be a party, people sleeping over etc. it is your responsibility to notify us in writing to rentals@come2au.com.au within 24 hours of it happening and advise us of who is responsible and if you have been involved, otherwise you could be equally responsible and penalized as per above.

14. Personal Safety

- 14.1 Come2au Group Pty Ltd takes the safety of our lodgers very seriously. In the case the person named in this agreement is found to be acting in a non-social way or is aggressive or violent towards other lodgers or Come2au Group Pty Ltd staff members, the person will be asked to pack their belongings and vacate the property immediately with full loss of their fully refundable deposit. This is absolutely non-negotiable and if need be Police will be brought in to remove the person.

15. Maintenance

- 15.1 The agency has provided you with a conditional report upon your move in. It is the responsibility of the resident to return the filled in report to the agency in person or via an email. Therefore, in case you fail to return the report within 7 days of receiving it, you wholly agree with all comments that are made on the report with respect to the condition and cleanliness of the property. You assume full responsibility for any damage and additional cleaning that is found at the property at the end of your tenancy if it is not documented on the incoming report.
- 15.2 The Share Housing Agency agrees to keep the premises in reasonable condition. Will carry out maintenance and repairs on any equipment owned by Come2au Group Pty Ltd in a reasonable time frame.
- 15.3 Fridge repair or replacement will depend on the manufacturer's time frame and once advised, the Share Housing Agency will advise the Lodger accordingly. The Share Housing Agency will not be able to reimburse you for gone off food in the case the fridge would break down.
- 15.4 Washing machine, Dryer, Dishwasher repair or replacement will depend on the manufacturer's time frame and once advised, the Share Housing Agency will advise the Lodger accordingly. The Share Housing Agency will not be able to reimburse you any monies in relation to any faults, malfunction or breakdown of equipment.
- 15.5 TV, DVD player repair or replacement will depend on the manufacturer's time frame and once advised, the Share Housing Agency will advise the Lodger accordingly. The Share Housing Agency will not be able to reimburse you any monies in relation to any faults, malfunction or breakdown of equipment.
- 15.6 Minor replacements like battery in remote, light globes etc are the responsibility of the current lodgers of the property.
- 15.7 It is the lodger's responsibility to report any maintenance issue through our website www.sharemyroom.com.au or if you are unable to do so, you may email us at rentals@come2au.com.au. We will respond with an acknowledgement normally the same working day. In the case there would be no response or acknowledgement sent to the reporting lodgers, we may not have received a maintenance request and it is the lodger's responsibility to ensure the request has been delivered to Come2au Group Pty Ltd.

16. Reasonable Use Of Utilities

- 16.1 Although all utilities are included (gas, electricity and water), there is a reasonable usage clause that if bills exceed the normal usage by 10% or more due to overuse or neglect, you will be responsible for the excess usage only.
- 16.2 Only heaters approved by Come2au Group Pty Ltd are allowed to be used at your own expense. At any time you leave the heater on while you are not in your room or not at the premises a \$50 penalty will apply.
- 16.3 Any unreasonable usage of any of the equipment will be penalized accordingly (minimum \$50 per person).
- 16.4 If you leave the light on while you are not in your room or not at the premises a \$50 penalty may apply.
- 16.5 The average quarterly ENERGY usage for this or this type of unit is \$ XXX
- 16.6 The average quarterly GAS usage for this or this type of unit is \$ XXX

17. Relocating

- 17.1 If the case arises that Come2au Group Pty Ltd must vacate the property mentioned in this agreement, Come2au Group Pty Ltd reserves the right to move the above named lodger to a similar property within a reasonable distance and of the same quality and standard of living as the current property, with the same agreed weekly rent.
- 17.2 At no time will the cost of the rent rise due to having to move the lodger unless agreed to by the lodger.
- 17.3 In the case Come2au Group Pty Ltd is unable to relocate the above named lodger, Come2au Group Pty Ltd reserves the right to give the lodger a minimum of 14 day notice to vacate the property with no early termination charges.

18. Storage Of Excess Luggage

- 18.1 Excess luggage must not be stored in the common areas of the property only in your room and within a reasonable amount.

19. Breaching the Contract/Termination

- 19.1 In the case the lodger breaches the contract or would like to terminate the agreement earlier than agreed above, the lodger is liable to find a replacement or is liable for the rent for the remaining period of the contract. A replacement fee of minimum \$350.00 will apply. The replacement lodger will need to sign a new 3 month agreement. The replacement is subject to building by-laws.
- 19.2 In the case the lodger would request Come2au Group Pty Ltd to find a replacement, a minimum replacement fee equalling 1 week rental fee is payable and will increase depending on the remaining duration of the Lodgers fixed term contract.
- 19.3 Terminating the contract without fulfilling the above criteria would result in forfeiting the fully refundable deposit and the lodger will be liable to find a replacement or is liable for the rent for the remaining period of the contract. In the case the above criteria would not be fulfilled, we will enforce legal action.
- 19.4 You will also be liable for any legal charges incurred in the case we would need to attend any Tribunal hearing. We will be charging \$33 for every 15 minutes of our time.
- 19.5 ShareMyRoom reserves the right to terminate the contract at any time, which will be a 2-week notice to vacate the property.

20. Security Key

- 20.1 In the case of loss or damage of the security key or any other keys, the lodger is required to pay a **\$300.00 replacement fee**.
- 20.2 In the case the main door and other locks need to be changed the lodgers will be liable for the \$250.00 replacement fee for the security tag/card/key and all the expenses associated with organizing a replacement/change of lock and for new keys to be made.
- 20.3 Lost or broken room key tag replacement \$35.00.
- 20.4 If a swipe key registration is required in accordance to the building regulations, the resident needs to register her or his swipe key upon her/his arrival or the next upcoming working day.

The registration fee is subject to the building by-laws and is not included in the price.

21. Internet

- 21.1 The property you are moving into has an **Unlimited Monthly Download/Upload** limit. The Internet provided is FREE of charge to the Lodger and in no way is reflected in your weekly rental fee.
- 21.2 Come2au Group Pty Ltd provides **on its own cost** to the lodger the internet service and does not take responsibility for the speed and quality of the Internet connection. In the event that there may be any issues with the Internet connection in the mentioned property, you must follow the maintenance procedure and lodge a request through our website www.sharemyroom.com.au for this issue to be rectified or if you are unable to visit our website, you may email us at rentals@come2au.com.au
- 21.3 Network Name is: **COME2AU.COM.AU** or **ShareMyRoom.com.au**
- 21.4 Your WiFi Password is: **0420949551**

22. Discounts

- 22.1 The lodger is entitled to a discount on school fees, travel and tourism packages, tax return or any other service provided and booked through Come2au Group Pty Ltd.

23. Emergency Contacts

- 23.1 If the lodger caused the fault, the lodger will be responsible for the call out fee and any charges associated but not limited to service, replacement etc.
- 23.2 **PALOMA: 0420 949 551**
- 23.3 **PLUMBER:**

23.4 ELECTRICIAN: Paul 0412 534 738
23.5 LOCKSMITH:
23.6 OTHER REPAIRS: APM Pty Ltd Cleaning 0433 797 988