

## APPLICATION TO LEASE RESIDENTIAL PREMISES

<b>Submitting your application</b>	<ol style="list-style-type: none"> <li>1. Please ensure all sections of the form are completed in full with names and contact details for all references to allow for smooth processing of your application form. Please also advise your referees to expect our call.</li> <li>2. Where applicable please provide supporting documentation to substantiate your application, i.e. if you are self employed please provide a copy of your Tax Statement to substantiate income earned.</li> <li>3. 100 point of identification including ONE piece of photo identification must be provided at the time of submitting application.</li> <li>4. Your Option Fee which is the equivalent to 1 weeks rent is payable at the time of your application is submitted, this is to be paid by bank cheque or money order. We ask for your bank details to return funds via EFT if you are unsuccessful.</li> </ol>
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**Property Applying For:** \_\_\_\_\_

<b>Period/Rent</b>	I/We have inspected the above mentioned premises and wish to take tenancy of the premises for a period of _____ months from _____ to _____ at the rental of \$_____ per week.												
<b>Occupants</b>	How many adults will be living in the premises: _____ Ages: _____ How many children will be living in the premises: _____ Ages: _____												
<b>Pets</b>	Type of Pet: _____ Breed: _____ Number: _____ Age: _____ Type of Pet: _____ Breed: _____ Number: _____ Age: _____												
<b>Homeswest Bond</b>	Do you intend on applying for a Homeswest Bond: Yes / No Amount \$_____												
<b>Option Fee / Holding Deposit</b>	Payable on Application \$_____ Paid ___/___/___												
<b>Amounts Payable if accepted</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Security Bond (4 x weekly rent)</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Pet Bond (if applicable \$100.00)</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Initial Rent (2 x weekly rent)</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><b>TOTAL DUE:</b></td> <td style="text-align: right;"><b>\$ _____</b></td> </tr> <tr> <td>Less Option Fee Paid</td> <td style="text-align: right;">- \$ _____</td> </tr> <tr> <td><b>BALANCE OWING:</b></td> <td style="text-align: right;"><b>\$ _____</b></td> </tr> </table> <p><b>NB: All payments are to be paid via PBAY at least 3 days prior to the signup. We have a zero cash policy at the office</b></p>	Security Bond (4 x weekly rent)	\$ _____	Pet Bond (if applicable \$100.00)	\$ _____	Initial Rent (2 x weekly rent)	\$ _____	<b>TOTAL DUE:</b>	<b>\$ _____</b>	Less Option Fee Paid	- \$ _____	<b>BALANCE OWING:</b>	<b>\$ _____</b>
Security Bond (4 x weekly rent)	\$ _____												
Pet Bond (if applicable \$100.00)	\$ _____												
Initial Rent (2 x weekly rent)	\$ _____												
<b>TOTAL DUE:</b>	<b>\$ _____</b>												
Less Option Fee Paid	- \$ _____												
<b>BALANCE OWING:</b>	<b>\$ _____</b>												

- |   |   |
|---|---|
| <input type="checkbox"/> 658 Newcastle Street LEEDERVILLE WA 6903 | t. 08 9328 0999 f. 08 9227 9229 e. <a href="mailto:property@realmark.com.au">property@realmark.com.au</a>     |
| <input type="checkbox"/> 4B/1 Wise Street, JOONDALUP WA 6027      | t. 08 9400 2999 f. 08 9400 2900 e. <a href="mailto:joondalup@realmark.com.a">joondalup@realmark.com.a</a>     |
| <input type="checkbox"/> 1/440 Cambridge St, FLOREAT WA 6014      | t. 08 9383 7199 f. 08 9383 7166 e. <a href="mailto:floreat@realmark.com.au">floreat@realmark.com.au</a>       |
| <input type="checkbox"/> 117A Flora Terrace, NORTH BEACH WA 6020  | t. 08 9400 2929 f. 08 9246 9370 e. <a href="mailto:northbeach@realmark.com.au">northbeach@realmark.com.au</a> |

# EXPLANATION RESIDENTIAL TENANCY APPLICATIONS

**Only complete an Application and pay the option fee if you are sure that you want to enter into a lease with the Owner for the particular premises, or hold the premises for a period.**

This explanation is intended for a person who is applying through a REIWA member agent for a residential property lease using REIWA approved documents.

The owner of the premises is attempting to locate the most suitable tenant, that is a tenant who pays the rent on time and takes good care of the premises.

To enable the owner of the premises to determine in their opinion, who is the most suitable applicant, the managing agent requires some background information regarding previous premises that you have leased, and some information on how you will pay the rent.

**The purpose of this form is:**

1. To inform the owner of your details, and your requirements for the lease. For example, if you wish to have pets at the premises.
2. To inform you of the money that is required to be paid prior to taking possession of the premises. For example, the value of the security bond, the initial rent payment and the letting fee.
3. To make you aware of conditions associated with making the application. For example, if your application is accepted, when you can take possession.
4. To create an option to take the premises. If the owner accepts your application, then the owner gives you the option to take up a lease. Unless otherwise agreed, you will have two business days from the time when the owner's agent informs you that your application has been approved in which to make a final decision of you want to enter into a lease. This is a holding period. If you enter into the lease, then the option fee will be credited to the rent payable. If you decline the opportunity to enter into the lease during the option period, then the owner will keep the option fee.

**Summary**

<b>Your action:</b>	Complete Application Submit Application with the Option Fee
<b>Owner's action:</b>	Accept or reject Application If Application is rejected then Option Fee is returned by direct credit to your bank account or cheque:  <b>Please tick preference</b> <input type="checkbox"/> <b>CHEQUE</b> <b>Name:</b> _____ <b>Address:</b> _____ <b>P/C</b> _____  <input type="checkbox"/> <b>DIRECT CREDIT</b> <b>BSB:</b> _____ <b>Account No:</b> _____ <b>Bank:</b> _____ <b>Branch:</b> _____ <b>Name of Account:</b> _____
<b>Your action:</b> (if accepted)	If Application is accepted, then you have a period of time to enter into the lease If you withdraw after acceptance by Owner, then you will forfeit the Option Fee.

**PRIVACY:**

The Applicant agrees that for the purpose of this Application, the Owner/Managing Agent may make enquiries of the persons given as referees by the Applicant, and also make enquiries of such other persons or agencies as the Owner may see fit.

The personal information the prospective tenant provides in this Application or collected from other sources is necessary for the Agent to verify the Applicant's identity, to process and evaluate the Application, to manage the tenancy and to conduct the Agents business. Personal information collected about the Applicant in this Application and during the course of the tenancy if the Application is successful may be disclosed for the purpose for which it was collected to other parties including to the landlord, referees, other agents, third party operators of tenancy reference databases, and prospective buyers of the Premises. Information already held on tenancy reference databases may also be disclosed to the Agent and/or Landlord. If the Applicant enters into a Residential Tenancy Agreement, and if the Applicant fails to comply with their obligations under that agreement, that fact and other relevant personal information collected about the Applicant during the course of the tenancy may also be disclosed to the landlord, third party operators of tenancy reference databases and/or other real estate agents.

If the Applicant would like to access the personal information the Agent holds, they can do so by contacting the Agent. The Applicant can also correct this information if it is inaccurate, incomplete or out-of-date.

If the information is not provided, the Agent may not be able to process the Application and manage the tenancy.

Signature \_\_\_\_\_

**No problem.**

This **FREE SERVICE** saves you time and effort during your move.



**Direct Connect** will make all reasonable efforts to contact you within 24 hours of the nearest working day on receipt of this Application to confirm your details and explain the service that we offer. Our service is free; you are under no obligation and will not be under contract with Direct Connect.

Please indicate which utilities you wish to have connected

- Electricity   
  Gas   
  Phone   
  Internet   
  Insurance   
  Removalist   
  Cleaning

Contact Details

Title	
Given name/s	
Surname/Last name	
Date of Birth	
Home Phone	
Work Phone	
Email Address	

What is the address of the property you are moving into?

Post-

Occupation date:

Referring Agent:

**Realmark Property Management**  
**658 Newcastle St, LEEDERVILLE WA 6007**  
**Phone: (08) 9328 0999**

**DECLARATION AND EXECUTION:** By signing this application, I/we: consent to Direct Connect arranging for the connection and disconnection of the nominated utility services and to providing information contained in this application to utility providers for this purpose; acknowledge having been provided with terms and Conditions of Supply of Direct Connect and having read and understood them together with the Privacy Collection Notice set out below; declare that all the information contained in this application is true and correct and given of their own free will; expressly authorise Direct Connect to provide any information disclosed in this Application to a supplier or potential supplier of the Services in accordance with the Privacy Collection Notice and to obtain any information necessary in relation to the Services; expressly authorise Direct Connect to provide any information disclosed in this Application to an information provider for the purpose of that information provider disclosing it to a supplier or potential supplier of the Services in accordance with the Privacy Collection Notice and to obtain any information necessary in relation to the Services; consent to Direct Connect contacting me by telephone or by SMS in relation to the marketing or promotion of all of the services listed under the heading "Utility Connections" above even if we/I have not applied for the connection of those services in this application. This consent will continue for a period of 1 year from the date of our/my execution of this application/until 28 days after we/I disconnect the last of the services in respect of which this application is made; acknowledge that this consent will permit Direct Connect to contact us/me even if the telephone numbers listed on this application form are listed on the Do Not Call Register; understand that under the requirements of the Privacy Act 1988, Direct Connect will ensure that all personal information obtained about me/us will be appropriately collected, used, disclosed and transferred and will be stored safely and protected against loss, unauthorised access, use, modification or disclosure and any other misuse; authorise the obtaining of a National Metering Identifier (NMI) for my residential address to obtain supply details; consent to Direct Connect disclosing my/our details to utility providers (including my/our NMI and telephone number); declare and undertake to be solely responsible for all amounts payable in relation to the connections and/or supply of the Services and hereby indemnify Direct Connect and its officers, servants and agents and hold them indemnified against any charges whatsoever in respect of the Services; acknowledge that, to the extent permitted by law, Direct Connect shall not be liable for any loss or damage (including consequential loss and loss of profits) to me/us or any other person or any property as a result of the provision of the services or any act or omission by the utility provider or for any loss caused by or in connection with any delay in connection, disconnection or provision of, or failure to connect or disconnect or provide, the nominated utilities; acknowledge that whilst Direct Connect is a free service I/we may be required to pay standard connection fees or deposits required by various utility providers; acknowledge that the Services will be provided according to the applicable regulations and that the time frames and terms and conditions of the nominated utility providers bind me/us and that after hours connections may incur additional service fees from utility providers; acknowledge that the real estate agent listed on this application form may receive a benefit from Direct Connect in connection with the provision of the service being provided to me/us by Direct Connect; and acknowledge the entitlement of Direct Connect and its associates, agents and contractors, to receive a fee or remuneration from the utility provider and that such fee or remuneration will not be refunded to me as a rebate in connection with the provision of the utility connection services.

By signing this application form, I warrant that I am authorised to make this application and to provide the consents, acknowledgements, authorisations and other undertakings set out in this application form on behalf of all applicants listed in this application form.

I understand that my real estate agent may receive a commission or benefit for my referral to Direct Connect.

Signature

Date

## **FIRST APPLICANT**

### **Personal Details**

Surname: \_\_\_\_\_ Given Names: \_\_\_\_\_

Preferred Name \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

I would like to receive email updates on the current market, updates from Realmark and the IN Rental magazine.

Date of Birth: \_\_\_\_\_ Smoker: Yes / No

Drivers Licence No: \_\_\_\_\_ State: \_\_\_\_\_ Passport No: \_\_\_\_\_

Car Make: \_\_\_\_\_ Model: \_\_\_\_\_ Registration No: \_\_\_\_\_

Primary Contact       Lease Contact       Account Contact       Repairs Contact

### **Current Address**

Property Address: \_\_\_\_\_

Name of Owner/Agent: \_\_\_\_\_

Owner/Agent Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Rent Paid: \$ \_\_\_\_\_ p/w Term of Tenancy: \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

Reasons for Leaving: \_\_\_\_\_

### **Previous Address**

Property Address: \_\_\_\_\_

Name of Owner/Agent: \_\_\_\_\_

Owner/Agent Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Rent Paid: \$ \_\_\_\_\_ p/w Term of Tenancy: \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

Reasons for Leaving: \_\_\_\_\_

### **Current Employment**

Occupation: \_\_\_\_\_ Wage (per week): \_\_\_\_\_

Employer: \_\_\_\_\_ Employment Period: \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### **Previous Employment**

Occupation: \_\_\_\_\_ Wage (per week): \_\_\_\_\_

Employer: \_\_\_\_\_ Employment Period: \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### **Student Details**

University/College: \_\_\_\_\_ Course/Field: \_\_\_\_\_

Uni/College Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Lecturer/Teacher: \_\_\_\_\_ Course/Field Period: \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

### **Next of Kin**

Name: \_\_\_\_\_ How Related: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### **Emergency Contact**

Name: \_\_\_\_\_ How Related: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### **Personal References**

1. Name: \_\_\_\_\_ Occupation: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

2. Name: \_\_\_\_\_ Occupation: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Name: \_\_\_\_\_ Occupation: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

## SECOND APPLICANT

### Personal Details

Surname: \_\_\_\_\_ Given Names: \_\_\_\_\_

Preferred Name \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

I would like to receive email updates on the current market, updates from Realmark and the IN Rental magazine.

Date of Birth: \_\_\_\_\_ Smoker: Yes / No

Drivers Licence No: \_\_\_\_\_ State: \_\_\_\_\_ Passport No: \_\_\_\_\_

Car Make: \_\_\_\_\_ Model: \_\_\_\_\_ Registration No: \_\_\_\_\_

Primary Contact       Lease Contact       Account Contact       Repairs Contact

### Current Address

Property Address: \_\_\_\_\_

Name of Owner/Agent: \_\_\_\_\_

Owner/Agent Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Rent Paid: \$ \_\_\_\_\_ p/w Term of Tenancy: \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

Reasons for Leaving: \_\_\_\_\_

### Previous Address

Property Address: \_\_\_\_\_

Name of Owner/Agent: \_\_\_\_\_

Owner/Agent Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Rent Paid: \$ \_\_\_\_\_ p/w Term of Tenancy: \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

Reasons for Leaving: \_\_\_\_\_

### Current Employment

Occupation: \_\_\_\_\_ Wage (per week): \_\_\_\_\_

Employer: \_\_\_\_\_ Employment Period: \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### Previous Employment

Occupation: \_\_\_\_\_ Wage (per week): \_\_\_\_\_

Employer: \_\_\_\_\_ Employment Period: \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### Student Details

University/College: \_\_\_\_\_ Course/Field: \_\_\_\_\_

Uni/College Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Lecturer/Teacher: \_\_\_\_\_ Course/Field Period: \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

### Next of Kin

Name: \_\_\_\_\_ How Related: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### Emergency Contact

Name: \_\_\_\_\_ How Related: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### Personal References

4. Name: \_\_\_\_\_ Occupation: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

5. Name: \_\_\_\_\_ Occupation: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

6. Name: \_\_\_\_\_ Occupation: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

## THIRD APPLICANT

### Personal Details

Surname: \_\_\_\_\_ Given Names: \_\_\_\_\_

Preferred Name \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

I would like to receive email updates on the current market, updates from Realmark and the IN Rental magazine.

Date of Birth: \_\_\_\_\_ Smoker: Yes / No

Drivers Licence No: \_\_\_\_\_ State: \_\_\_\_\_ Passport No: \_\_\_\_\_

Car Make: \_\_\_\_\_ Model: \_\_\_\_\_ Registration No: \_\_\_\_\_

Primary Contact       Lease Contact       Account Contact       Repairs Contact

### Current Address

Property Address: \_\_\_\_\_

Name of Owner/Agent: \_\_\_\_\_

Owner/Agent Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Rent Paid: \$ \_\_\_\_\_ p/w Term of Tenancy: \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

Reasons for Leaving: \_\_\_\_\_

### Previous Address

Property Address: \_\_\_\_\_

Name of Owner/Agent: \_\_\_\_\_

Owner/Agent Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Rent Paid: \$ \_\_\_\_\_ p/w Term of Tenancy: \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

Reasons for Leaving: \_\_\_\_\_

### Current Employment

Occupation: \_\_\_\_\_ Wage (per week): \_\_\_\_\_

Employer: \_\_\_\_\_ Employment Period: \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### Previous Employment

Occupation: \_\_\_\_\_ Wage (per week): \_\_\_\_\_

Employer: \_\_\_\_\_ Employment Period: \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### Student Details

University/College: \_\_\_\_\_ Course/Field: \_\_\_\_\_

Uni/College Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Lecturer/Teacher: \_\_\_\_\_ Course/Field Period: \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

### Next of Kin

Name: \_\_\_\_\_ How Related: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### Emergency Contact

Name: \_\_\_\_\_ How Related: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### Personal References

7. Name: \_\_\_\_\_ Occupation: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

8. Name: \_\_\_\_\_ Occupation: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

9. Name: \_\_\_\_\_ Occupation: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

<p><b>TERMS AND CONDITIONS OF APPLICATION:</b></p>	<ol style="list-style-type: none"> <li>1. The Bond, Rent and initial monies are payable upon the Applicant signing the Lease and/or prior to taking possession of the Premises.</li> <li>2. The Applicant will not be entitled to occupation of Premises until: <ol style="list-style-type: none"> <li>(i) vacant possession is provided by the current occupant of the Premises;</li> <li>(ii) the Lease is signed by the Applicant; and</li> <li>(iii) the payment of all monies due to be paid by the Applicant prior to occupation of the Premises.</li> </ol> </li> <li>3. The persons comprising the Applicant are over the age of 18 years, none are bankrupt and they each declare that all of the information supplied in the Applicants Particulars are true and correct and are not misleading in anyway.</li> <li>4. The Applicant acknowledges having inspected the Premises and if the Option is exercised, will accept possession of the Premises in the condition as at the date of inspection.</li> <li>5. Upon the exercise of the option by the Applicant, the Applicant will execute the Lease. The Lease will be the "REIWA Standard Residential Property Lease", including any special conditions included and/or attached to this Application and the payment of all monies referred to on page 1</li> <li>6. The Applicant agrees to pay the rent one period in advance except for the first two weeks rent.</li> <li>7. The Applicant acknowledges that they are responsible for their own contents. The Applicant should arrange their own insurance to cover their own contents and determine if the insurer covers damage to Premises caused by a waterbed or escape of water from a waterbed.</li> <li>8. The Applicant acknowledges and agrees that the Owner will carry out all inspections of the Premises between normal business hours.</li> <li>9. All acts and things which the Owner is required or empowered to do may be done by the Lessor or their appointed Managing Agent. Notices to the Owner must be served on the Managing Agent unless otherwise directed by the Owner.</li> <li>10. The Applicant makes this Application and Offer jointly and severally. Service of any notice to any one Applicant shall be deemed to be service on all.</li> </ol>
<p><b>OFFER OF OPTION TO OWNER:</b></p>	<ol style="list-style-type: none"> <li>1. The Applicant offers to the Owner an Option to lease the Premises. The Option to lease is created by the Owner's notification to the Applicant whether in writing or not that the Application and Offer is accepted by the Owner. The Option Fee payable with this Application and Offer, shall be the amount referred to on page 1. The period of the Option shall commence from and include the date of the acceptance of the Application by the Owner and continues for two (2) business days after the acceptance of the Application and Offer.</li> <li>2. The Option is exercised by the Applicant either: <ol style="list-style-type: none"> <li>(i) executing the Lease; or</li> <li>(ii) taking possession of the Property with the Owner's consent; or</li> <li>(iii) giving a notice in writing to the Owner exercising the Option;</li> </ol> whichever occurs first. </li> <li>3. If the Option is exercised by the Applicant, then the Option Fee paid is credited to the rental payable pursuant to the Lease. If not exercised, then the Option Fee is the property of the Owner pursuant to section 27(2) (a) of the Residential Tenancies Act 1987.</li> <li>4. The Applicant encloses with this Application an Option Fee for the sum referred to on page 1. It is agreed that the acceptance of this Application is subject to the approval of the Owner in the Owner's absolute discretion. The Applicant UNDERSTANDS THAT WITHDRAWAL AFTER ACCEPTANCE OF THE APPLICATION AND OFFER WILL RESULT IN FORFEITURE OF THE OPTION FEE.</li> </ol>
<p><b>SPECIAL CONDITIONS</b></p>	
<p><b>Payments/ Reviews</b></p>	<ol style="list-style-type: none"> <li>1. The Tenant/s acknowledges should their rental payments fall more than 2 days in arrears, Termination 1B Notices will be immediately issued and Local Court proceedings commenced if not paid by the required period.</li> <li>2. The Tenant/s agree that if they default in their rent or breach any of the clauses in the lease agreement Realmark can use the details provided on the Application Form to locate the Tenant/s. This includes contacting Next Of Kin, Work Contacts, and any other contact provided.</li> <li>3. I/We hereby agree that if we default for non-payment of rent or any of the clauses on this lease agreement, I/we acknowledge that our details <u>may</u> be placed on the National Tenancy Database, and the information of your tenancy can be passed on to other Real Estate Agents when requested.</li> <li>4. The Tenant acknowledges that the rent may be reviewed and/or increased at the end of each 6 month period, at the owner's discretion and in accordance with prevailing market conditions.</li> <li>5. The Tenant/s acknowledges accounts for amenities will be invoiced by Realmark. Payment is required within seven (7) days to the Realmark office. Should payment not be received by the due date, the Tenant/s acknowledge the account will be allocated from the next rental payment received. NB: this may cause the rent to fall into arrears and subsequent Breach and/or Termination notices be issued.</li> </ol>

<b>Vacating</b>	<ol style="list-style-type: none"> <li>1. The Tenant/s acknowledges that Realmark, as the Agent, requests that the Tenant/s give twenty-one (21) days notice in writing of their intentions prior to renewing or vacating at the expiry of the lease.</li> <li>2. The Tenant/s acknowledge should they wish to vacate <u>before</u> the end of the tenancy term, the Tenant/s may apply to the Owner for permission which MAY be granted on the following conditions: <ul style="list-style-type: none"> <li>• The Tenant will pay rent and outgoings on the property until either re-let or the lease expires</li> <li>• Any costs reasonably incurred by the Owner in respect of re-letting the premises including advertising</li> <li>• Final bond inspection charge</li> <li>• Property upkeep costs</li> <li>• Reimbursement of the unexpired portion of the letting fee charged at the Tenancy commencement.</li> </ul> </li> <li>3. The Tenant/s acknowledge that during the last 21 days of the tenancy the Owner or his Agent may enter the premises between 9:00am and 5:30pm for the purposes of showing prospective Tenant/s the property, provided notice is given on the preceding day.</li> </ol>
<b>Inspections</b>	<p>The Tenant/s is aware that regular inspections shall be carried out during the course of their tenancy – six weeks after occupation and then every three months. The Tenant/s authorises the Agent to use a spare key to enter the property in the Tenant/s absence if required, either for an emergency or for inspections (written notice in accordance with the Residential Tenancies Act is given prior to any inspection) The Tenant/s are aware digital photos <u>may</u> be taken of the interior and exterior for the purpose of informing owners of the property condition.</p>
<b>Property Maintenance</b>	<ol style="list-style-type: none"> <li>1. The Tenant/s agrees to have the carpets professionally cleaned by a contractor approved by Realmark no more than 1 day prior to vacating the premises, with a receipt provided to the Owner/Agent. Should the tenancy be more than 12 months, the Tenant/s agrees to have the carpets professionally cleaned at least once every 12 months during the tenancy.</li> <li>2. The Tenant/s acknowledge and agree to maintain the condition of the <b>gardens and lawn</b> according to the Property Condition Report at all times by regular watering, mowing/pruning, and keeping the area free from weeds (including between paving). <b>NB</b> The Tenant/s acknowledge and accept should this not be attended to, and adequate notice is issued by the owner/agent requesting to rectify this be given, the agent will engage a professional contractor to do this at the Tenant/s expense.</li> <li>3. The Tenant/s acknowledge the Owner will employ a contractor to maintain the <b>lawns</b> on a regular basis however the Tenant/s acknowledge they will be responsible for weeding and maintaining the garden areas.</li> <li>4. The Tenant agrees to have the window treatments washed/dry cleaned prior to vacating.</li> </ol>
<b>Pool</b>	<ol style="list-style-type: none"> <li>1. The Tenant/s acknowledge and agree to keep the SWIMMING POOL / SPA in good, serviceable working order during their tenancy including all apparatus. <b>NB</b> The Tenant/s acknowledge and accept should this not be attended to, and adequate notice is issued by the owner/agent requesting to rectify this be given, the agent will engage a professional contractor to do this at the Tenant/s expense.</li> <li>2. The Tenant/s acknowledge the Owner will employ a contractor to service the SWIMMING POOL / SPA on a regular basis however the Tenant/s will be responsible for the cost of any and all chemicals required.</li> </ol>
<b>Responsibilities</b>	<ol style="list-style-type: none"> <li>1. The Tenant/s acknowledge no posters, nails, hooks, screws, stickers, blue tak, tape or fittings are to be fixed/placed onto any surfaces without the prior written consent of the agent/owner.</li> <li>2. No pot plants are to be kept on floors. Should any damage ensue from pot plants this will be repaired/replaced at Tenant's expense.</li> <li>3. The Tenant/s <b>agrees not to park cars on the lawns at any time</b>. Should cars cause any damage to the lawns, gardens or reticulation the Tenant/s agrees to pay for the repairs.</li> <li>4. The Tenant/s agrees to put drip trays on the driveway at their expense, to prevent any oil, grease or petrol leaks.</li> <li>5. The Tenant/s is to ensure smoke detectors are in working order and batteries are installed and operational at all times. If smoke detectors are hard wired, Tenant/s agrees to report any fault to property manager immediately.</li> <li>6. The Tenant/s acknowledge ALL keys including any copies made must be returned to the Owner/Agent when vacating. Failure to return all keys may result in the locks being changed with the costs to be borne by the Tenant/s. <b>NB:</b> rent will be charged on a daily basis until all keys are returned to the office when vacating.</li> <li>7. The Tenant/s acknowledge <b>no smoking</b> is permitted inside the property by either Tenant/s or guests to prevent discolouration and/or staining occurring. Smoke damage caused to the property will be rectified at the Tenant's expense.</li> </ol>



<b>Equipment</b>	The Tenant/s acknowledge should the _____ malfunction or breakdown, it will not be repaired or replaced.
<b>Pets</b>	<ol style="list-style-type: none"> <li>1. The Tenant/s acknowledge <b>no pets</b> are permitted on the property without the prior written consent of the Owner/Agent.</li> <li>2. The Tenant/s acknowledge one (1) cat / dog (<i>delete</i>) is permitted on the property however if this animal causes any damage or disturbance, this will be rectified immediately and at the expense of the Tenant/s. The Tenant/s agree that the pet bond may be held for up to six (6) weeks after vacating and used for de-fleaing if necessary.</li> </ol>
<b>Services</b>	The Owner makes no representations about the availability of telephone lines or internet lines or services to the Premises. The Tenant must make their own enquiries. The Tenant is allowed to put in cabling and lines provided no damage is done to the Premises in installing or removing them and the Tenant pays all costs. Any cabling or lines left at the end of the tenancy with the Owner's consent, becomes the property of the Owner. If the Owner requests the cabling or lines to be removed, the Tenant must remove them and make good any damage caused by the removal.
<b>Strata Laws</b>	The Tenant/s acknowledge they have received a copy of the Strata By-Laws Schedule 2 pamphlet relating to the property and their tenancy (if applicable).
<b>Sale of Property</b>	<ol style="list-style-type: none"> <li>1. The Tenant/s acknowledge and accept <u>should</u> the property be placed on the market for sale in the future, the Tenant/s agree to reasonable access by/with the Sales Associates for Inspections and Home Opens as per the Residential Tenancies Act.</li> <li>2. It is acknowledged and accepted by all parties that this property is subject to a purchase contract <b>dated</b> _____ and the commencement of the tenancy term and occupancy is subject to the successful settlement of that purchase contract.</li> </ol>

1. Special conditions that will apply to the lease (if Application accepted, and option exercised):

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2. Special conditions to the lease requested by the Applicant:

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**By submitting this application I/we agree to sign a standard REIWA Lease. Copies of the lease will be available in the office at the time of application.**

[     ] Initials

**The Applicants acknowledge they have read and understood the Terms and Special Conditions above:**

**Applicant 1 Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Applicant 2 Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Applicant 3 Signature** \_\_\_\_\_ **Date** \_\_\_\_\_