

HOLIDAY HOME RENTAL AGREEMENT

Please complete the attached agreement and return to our office together with your deposit. This agreement protects both tenants and landlords in the event of any problems or discrepancies and must be signed and returned. We thank you for your co-operation.

1. GUESTS:

To ensure our properties are not "over worked" we have advised how many people each home accommodates. With this in mind and to prevent problems of discomfort to our tenants, we do not allow any more people in the premises than quoted. The landlord may immediately cancel the booking without refund if this condition is not adhered to. Tents, caravans or swags are NOT PERMITTED on the property. Tenants acknowledge that the property is for private holiday use and not for commercial purposes or the like.

2. BOOKINGS:

All bookings are accepted by the Agent in good faith but are subject to change or cancellation by the landlord prior to the commencement of the booking. If cancellations occur as a result of actions by the landlord of the property, the Agent will make reasonable attempts to secure alternative accommodation. If no alternative can be secured, all monies paid by the tenant shall be refunded.

3. DEPOSIT BOND:

To confirm your booking we require a deposit bond. We ask that you forward this within 7 days of receipt of your confirmation letter to secure your booking. Unfortunately the booking will be automatically cancelled if the Deposit Bond is not received within this time frame. Receipt will be forwarded to you to confirm the booking within 7 days. Please contact us if receipt is not received. Following your departure the bond will be refunded once a satisfactory inspection of the property has been completed by one of our staff members. A cheque will be posted to you within 14 days of departure.

4. ACCOMMODATION COST:

The accommodation cost is payable 30 days prior to your arrival. Please note that if this payment is not received, the landlords are able to cancel the booking and implement the conditions outlined below under "Cancellations". Please contact our office should you have any difficulties or queries regarding either the bond or accommodation payments.

5. METHOD OF PAYMENT:

(a) Cheques or money orders made payable to: River Shack Rentals.
Postal Address: 76 Cliff Street, Mannum SA 5238

(b) Direct credit to our account.

Details: **Account Name: River Shack Rentals (ANZ Mannum)**
Branch No: 015 629
Account No: 4881 69765

Please forward a copy of confirmation of payment to our office.

(c) Credit cards are accepted, but there is a 2% credit card fee charged.

6. CANCELLATIONS

To avoid errors and disappointment we ask that all cancellations be forwarded to us in writing by post or email. If a cancellation is made prior to the commencement of the booking:

- (1) All monies received by the tenant in respect of the booking less an administration fee of \$110-00 (incl. GST) will be refunded if the property is re-let for the same period.
- (2) NO money will be refunded only if the property is NOT re-let for the same period.

7. RELOCATION:

Can be provided on the basis that the full rental due is forfeited and full rent on the new property is paid in advance.

8. ENTRY AND DEPARTURE:

Our properties are ready for your arrival at 3:00pm. Please contact our office if you cannot collect the key during office hours and we will make other arrangements. To enable us to service the property between occupants we ask that you vacate by 12:00pm, failure to do so will incur an additional day's rental, which will be deducted from the bond. Please return keys to our office.

If the keys are lost or misplaced by the tenant, the Agent reserves the right to charge a call-out fee (\$50-00) for after hours attendance, plus the tenant is responsible for the cost of any key replacement.

On departure, please ensure that all electrical appliances are turned off (e.g. air-conditioner, lights in general, etc. If any are left on there will be an automatic \$100 excess charge taken off your bond.

9. TENANT'S OBLIGATIONS:

Our holiday rentals are privately owned properties offering all furnishings, beds, kitchen utensils and cleaning equipment.

The tenancy is conditional upon the tenant:

- 1) Providing general security in and around the property during the occupancy.
- 2) Notifying the Agent of all breakages, damage, and failure of electrical or plumbing equipment as soon as practicable. The cost of rectifying any such loss or damage caused by the tenant will be charged accordingly.
- 3) The maximum number of people on the property should never exceed the number allowed by agent – strict rules apply.
- 4) Leaving the property in a clean and tidy manner and removing all rubbish, bottles, food and personal items.
- 5) Securely locking property on departure and returning the keys to our office.
- 6) Tenants shall supply all bedroom, bathroom and kitchen linen, and all personal hygiene items and cleaning requirements such as soap, toilet paper, detergents and cleaning aids, unless individual property has advised otherwise.
- 7) Please note that an honour system applies in relation to BBQ gas cylinders and each tenant will be responsible to refill as and when required.
- 8) No domestic pets permitted on or about the property during the tenancy, unless exception has been made by the specific property.
- 9) Smoking is prohibited in all holiday rentals.
- 10) A cleaning service at the tenant's expense is available. A booking with payment is required prior to arrival.
- 11) Any additional cleaning required for a property will be charged at the tenant's expense.

10. DISCLAIMER

Neither the landlord nor the Agent accepts liability:

- (1) For any loss, damage or injury to the person or belongings of the tenants or any third party however caused, whilst leased by the tenant before, during or after the period of the tenancy.
- (2) For any error or omission in the holiday accommodation guide. All printed written or verbal description of the premises by the Agent or employee is made in good faith but no responsibility shall be accepted for any misdescription.