



Schedule 1

Important Information:

Please read this before completing the residential tenancy agreement (the Agreement).

1. This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 30 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

This **Agreement** is made on 17 June 2025 between Ajay Chavda; Hetal Chavda and Steven Wayne Jones

Residential Tenancy Agreement

Landlord**Ajay Chavda; Hetal Chavda**

Ajay.theshift@gmail.com

NOTE: Please respect the Owner's privacy, and DO NOT directly contact them - always contact the Agent.**Tenant****Steven Wayne Jones****sjones54w@gmail.com / 0404 363 232****Landlord's Agent**

Name: KTM Systems Pty Ltd (ABN 56 108 312 385) as trustee for Karl Snopek Family Trust & Michael McCarron Family Trust (ABN 54 979 401 346)

Trading as: **Ray White Coast Edge** (Corp Lic 1282 153)

Contact: 02 43 522 444 / 0405 127 199

Email: mail@rwcoastedge.com.au

Agent Type: Ongoing Management

Premises

The residential premises are: 30 Figtree Boulevard, Wadalba NSW 2259

The premises include: Double Lock-Up Garage

The premises **do not** include: N/A**Term**

Start Date of Agreement: 18/09/2025

End Date of Agreement: 16/09/2026

Term of Agreement: 12 months

Rent

The rent is: \$ 675 Weekly

Is there a **Rent Increase** applicable to this Lease – No.

The rent must be paid into the following Commonwealth Bank account:

Name: KTM Systems Pty Ltd t/as Ray White Coast Edge

Bank: Commonwealth Bank

BSB: 062-606

A/C: 1019 1095

BondA rental bond must be paid by the Tenant to **Rental Bonds Online** any date prior to beginning the tenancy of the amount \$1,840 (held)**Occupants / Pets**

No more than 1 person(s) may ordinarily live in the premises at any one time, this includes the above-mentioned Tenant(s). Other people who will ordinarily live at the premises are, which are not listed here: N/A

Are there Pets allowed on the Property? Yes, see clause 'A'.

Giving Notices

Indicate below for each person whether the person provides express consent to any notice and any other document under Section 223 of the Residential Tenancies Act 2010 being given or served on them by email. The Electronic Transactions Act 2000 applies to notices and other documents you send or receive electronically.

Does the Landlord give express consent to the electronic service of notices and documents to the email address provided in this document? Yes

Does the Tenant give express consent to the electronic service of notices and documents? Yes

Urgent Repairs

Contact Ray White Coast Edge for all Urgent or After-Hours Repairs on **02 43 522 444 - 0405 127 199** – please leave a message with all the details and we will contact you back within a short amount of time. **NOTE: DO NOT** organise your own trades people at any time.

Water

By signing this lease agreement, the Tenant agrees to take the property with the current water saving devices equipped in the property. The Tenant agrees to pay the water usage invoices (if applicable) as they fall due. If the Tenant is unhappy with the current water saving devices, they will request changes in writing to the Agent. Will the tenant be required to pay separately for water usage? **Yes**

Strata By-Laws

Is there strata or community scheme by-laws applicable to the residential premises? **No**

Condition Report

A Condition Report relating to the condition of the premises must be completed by or on behalf of the Landlord before or when this agreement is begins.

Tenancy Laws

The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2019 apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

Utilities / Invoices

Ray White Coast Edge takes no responsibility for connecting any of your services to the property – by signing this agreement, you confirm that you realise and agree to connect the appropriate services prior to beginning the tenancy unless you have authorised contact with a third party to organise this on your behalf.

Is Electricity supplied to the premises from an embedded network? **No**

Is Gas supplied to the premises from an embedded network? **No**

The Agent will provide 21 days to pay any invoices owing to the Agent, including Water or Maintenance invoice(s) – by signing below, the Tenant agrees that the Agent will deduct any unpaid invoice(s) from any payments after this 21-day notice.

Inspections

By signing this Agreement, the Tenant agrees to allow the Agent to conduct inspections, to use a Digital Camera to take photos during these inspections and provide these photos to the Owner in a report.

Animals

By signing this agreement, both the Owner and the Tenant agree to allow, and have a maximum of, the animals noted in '**Additional Clause A**' of this lease. If there are animals found on the property that are not permitted, the Lease will be terminated. If this Clause is not present, no animals are permitted on the property at any time.

Smoke Alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated? **Hardwired**

If the smoke alarms are battery operated, or hardwired, are the batteries in the smoke alarms of a kind the tenant can replace? The battery is a 9V Battery. **Yes**

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owner's corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? **No**

Right to Occupy the Premises

1. The Landlord agrees that the Tenant has the right to occupy the Residential Premises during the Tenancy. The Residential Premises include the additional things (if any) noted under 'Premises' on page 2 of this Agreement.

Copy of Agreement

2. The Landlord agrees to give the Tenant:
 - 2.1. A copy of this Agreement when the Tenant gives the signed copy of the Agreement to the Landlord's Agent; and
 - 2.2. A copy of this Agreement signed by both the Landlord and the Tenant as soon as is reasonably practicable.

Rent

3. The tenant agrees:
 - 3.1. to pay rent on time, and
 - 3.2. to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 3.3. to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. The Landlord agrees:
 - 4.1. to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
 - 4.2. not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
 - 4.3. not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - 4.4. to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
 - 4.5. not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
 - 4.6. to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
 - 4.7. to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
 - 4.8. to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Rent Increases

5. The landlord and the tenant agree that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.
6. The landlord and the tenant agree that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. The landlord and the tenant agree:
 - 7.1. that the increased rent is payable from the day specified in the notice, and
 - 7.2. that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
 - 7.3. that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

Rent Reductions

8. The landlord and the tenant agree that the rent abates if the residential premises:
- 8.1. are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 8.2. cease to be lawfully usable as a residence, or
 - 8.3. are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

Payment Of Council Rates, Land Tax, Water and Other Charges

10. The landlord agrees to pay:
- 10.1. rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 10.2. the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 10.3. all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.
Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.
 - 10.4. the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 10.5. all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 10.6. all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 10.7. all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 10.8. all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
 - 10.9. the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.
11. The tenant agrees to pay:
- 11.1. all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
 - 11.2. all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and
Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.
 - 11.3. all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
 - 11.4. all charges for pumping out a septic system used for the residential premises, and
 - 11.5. any excess garbage charges relating to the tenant's use of the residential premises, and
 - 11.6. water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
 - 11.6.1. are separately metered, or
 - 11.6.2. are not connected to a water supply service and water is delivered by vehicle.

12. The landlord agrees that the tenant is not required to pay water usage charges unless:
- 12.1. the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
 - 12.2. the landlord gives the tenant at least 21 days to pay the charges, and
 - 12.3. 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
 - 12.4. the residential premises have the following water efficiency measures:
 - 12.4.1. all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute, and
 - 12.4.2. on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme, and
 - 12.4.3. all showerheads have a maximum flow rate of 9 litres a minute, 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.
13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

Possession of the Premises

14. The landlord agrees:
- 14.1. to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
 - 14.2. to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

Tenant's Right to Quiet Enjoyment

15. The landlord agrees:
- 15.1. that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
 - 15.2. that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort, or privacy of the tenant in using the residential premises, and
 - 15.3. that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort, or privacy of the tenant in using the residential premises.

Use Of the Premises by Tenant

16. The tenant agrees:
- 16.1. not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
 - 16.2. not to cause or permit a nuisance, and
 - 16.3. not to interfere, or cause or permit interference, with the reasonable peace, comfort, or privacy of neighbours, and
 - 16.4. not to intentionally or negligently cause or permit any damage to the residential premises, and
 - 16.5. not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
17. The tenant agrees:
- 17.1. to keep the residential premises reasonably clean, and
 - 17.2. to notify the landlord as soon as practicable of any damage to the residential premises, and
 - 17.3. that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

- 17.4. that it is the tenant's responsibility to replace light globes on the residential premises.
18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 18.1. to remove all the tenant's goods from the residential premises, and
 - 18.2. to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
 - 18.3. to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and
 - 18.4. to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
 - 18.5. to make sure that all light fittings on the premises have working globes, and
 - 18.6. to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.
- Note.** Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

Landlord's General Obligations for Residential Premises

19. The landlord agrees:
- 19.1. to make sure that the residential premises are reasonably clean and fit to live in, and Note 1. Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:
 - a) are structurally sound, and
 - b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
 - c) have adequate ventilation, and
 - d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
 - e) have adequate plumbing and drainage, and
 - f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
 - g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades, and railings:

 - a) are in a reasonable state of repair, and
 - b) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and
 - c) with respect to the roof, ceilings, and windows – do not allow water penetration into the premises, and
 - d) are not liable to collapse because they are rotted or otherwise defective.
 - 19.2. to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
 - 19.3. to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
 - 19.4. not to interfere with the supply of gas, electricity, water, telecommunications, or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
 - 19.5. not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications, or other services to the residential premises may be disconnected, and
 - 19.6. to comply with all statutory obligations relating to the health or safety of the residential premises, and
 - 19.7. that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the

landlord for any act or omission by a cotenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

Urgent Repairs

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1. the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2. the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3. the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4. the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5. the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6. the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are urgent repairs are defined in the Residential Tenancies Act 2010 and are defined as follows:

- a) a burst water service,
- b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- c) a blocked or broken lavatory system,
- d) a serious roof leak,
- e) a gas leak,
- f) a dangerous electrical fault,
- g) flooding or serious flood damage,
- h) serious storm or fire damage,
- i) a failure or breakdown of the gas, electricity or water supply to the premises,
- j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- k) any fault or damage that causes the premises to be unsafe or insecure.

Sale Of the Premises

21. The landlord agrees:

- 21.1. to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2. to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23. The landlord and tenant agree:

- 23.1. that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2. that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours' notice each time.

Landlord's Access to The Premises

24. The landlord agrees that the landlord, the landlord's agent, or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 24.1. in an emergency (including entry for the purpose of carrying out urgent repairs),

- 24.2. if the Civil and Administrative Tribunal so orders,
 - 24.3. if there is good reason for the landlord to believe the premises are abandoned,
 - 24.4. if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
 - 24.5. to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
 - 24.6. to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days' notice each time,
 - 24.7. to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days' notice each time,
 - 24.8. to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
 - 24.9. to value the property, if the tenant is given 7 days' notice (not more than one valuation is allowed in any period of 12 months),
 - 24.10. to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
 - 24.11. if the tenant agrees.
25. The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1. must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
 - 25.2. may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
 - 25.3. must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
 - 25.4. must, if practicable, notify the tenant of the proposed day and time of entry.
26. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
27. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

Publishing Photographs Or Visual Recordings

28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.
- Note.** See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is 'published'.
29. The tenant agrees not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the Residential Tenancies Act 2010, it is not unreasonable for the tenant to withhold consent.

Fixtures, Alterations, Additions Or Renovations to The Premises

30. The tenant agrees:
- 30.1. not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
 - 30.2. that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
 - 30.3. to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
 - 30.4. not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

- 30.5. to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6. to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

Locks And Security Devices

32. The landlord agrees:

- 32.1. to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2. to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3. not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4. not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5. to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. The tenant agrees:

- 33.1. not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2. to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

Transfer Of Tenancy or Sub-Letting By Tenant

35. The landlord and the tenant agree that:

- 35.1. the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2. the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3. the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4. without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.

36. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

Change In Details of Landlord Or Landlord's Agent

37. The landlord agrees:

- 37.1. if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2. if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3. if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4. if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

Copy Of Certain By-Laws To Be Provided

38. The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.
39. The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.

Mitigation Of Loss

40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

Rental Bond

41. The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
 - 41.1. details of the amount claimed, and
 - 41.2. copies of any quotations, accounts and receipts that are relevant to the claim, and
 - 41.3. a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke Alarms

42. The landlord agrees to:

- 42.1. ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2. conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3. install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4. install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5. engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6. repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

42.7. reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

Note 1. Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

43. The tenant agrees:

43.1. to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2. that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3. to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

Swimming Pools / Spas

45. See 'Additional Clause S';

Loose-Fill Asbestos Insulation

46. The landlord agrees:

46.1. if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

46.2. if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

Combustible Cladding

47. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:
- 47.1. that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
 - 47.2. that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
 - 47.3. that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

Significant Health or Safety Risks

48. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

Electronic Service of Notices And Other Documents

49. The landlord and the tenant agree:
- 49.1. to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
 - 49.2. to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
 - 49.3. that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
 - 49.4. if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

Break Fee for Fixed Term of Not More Than 3 Years

50. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break-fee of the following amount if the fixed term is not more than 3 years:
- 50.1. 4 weeks rent if less than 25% of the fixed term has expired,
 - 50.2. 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
 - 50.3. 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
 - 50.4. 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

51. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

Note. Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

Additional Terms

Additional terms are negotiable and may be included in this agreement if:

- a) both the landlord and the tenant agree to the terms, and
- b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and
- c) they do not conflict with the standard terms of this agreement.

Tenant's Care and Use of The Premises

1. The tenant agrees:

- 1.1. To clean the premises regularly with special attention to the kitchen, bathroom and appliances; and
- 1.2. To put nothing down any sink, toilet or drain likely to cause obstruction or damage, in addition to this, the Tenant Agrees to pay for any trades people's costs if those such costs are caused by obstructions caused by the tenant; and
- 1.3. To wrap up and place garbage in a suitable container / bag; and
- 1.4. To keep the grounds and garden tidy and free of rubbish; and
- 1.5. To take special care of the items left with the premises including any furniture, furnishings and appliances; and
- 1.6. To do no decorating that involves painting, marking or defacing the premises or fixing posters without the prior written consent of the landlord or an order of the NSW Civil and Administrative Tribunal; and
- 1.7. To ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the premises;
- 1.8. To notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests; and
- 1.9. To ventilate, in an adequate and timely manner, all bathroom, laundry and kitchen areas to prevent the growth of mould; and
- 1.10. Not to remove, alter or damage any water efficiency measure installed in the premises; and
- 1.11. To ensure that under no circumstances will the Tenant(s) or their guests smoke in or around the Property at any time;

Telecommunications Services

2. The tenant agrees:

- 2.1. To leave, in the same manner of connection or operation, any telephone service installed in the premises at the commencement of the agreement – this includes, and is not limited to, ensuring any TV power packs are left at the property; and
- 2.2. The availability of telephone lines, internet services, NBN service, analogue / digital or cable television (and the adequacy of such services), are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone/fax plugs, antenna sockets or other such sockets or service points located in the premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries; and
- 2.3. The owner will not pay for any connection fees or fees of initial connections for any reason that may be applicable to the property unless agreed upon prior by the owner.

Water Usage

3. The tenant agrees:

- 3.1. To notify the owner if they are unsatisfied with the water saving devices at the property and if the tenant fails to do so, or chooses not to as they are content with the water saving devices, the tenant will pay the full amount of the water usage for the property when it falls due; and
- 3.2. To, in the situation where the property does not have an individual water meter, pay the amount due and payable by the owner to Council for the period in which the tenant resides at the property for water usage – in this case, the water usage may be an average for the property and the tenant is agreeing to pay the water usage based on this style of calculation.

Garage / Carport

4. The tenant agrees:
 - 4.1. If the premises include a garage or carport, the garage or carport is provided for the purpose of parking a motor vehicle and not for storage of goods; and
 - 4.2. That the tenant takes full responsibility for any damage to anything stored in the garage or carport.

Rental Bond

5. The tenant agrees:
 - 5.1. Not to apply any rental bond towards payment of the rent without the prior written consent of the landlord; and
 - 5.2. To pay the rent on or before the day which the term of this agreement begins.

Occupants

6. The tenant agrees:
 - 6.1. Not to part with possessions other than in accordance with the provisions of this agreement or the Residential Tenancies Act; and
 - 6.2. To ensure that occupants and other persons who come on to the premises with the tenant's consent comply with the conditions of the agreement.

Termination

7. The tenant agrees:
 - 7.1. upon termination of the agreement, to promptly and peacefully deliver up vacant possession of the premises, which shall include the handing over of all keys, and to notify the landlord's agent of the tenant's forwarding address.
 - 7.2. Notwithstanding any termination of the agreement, the tenant agree that they may be liable to pay, as compensation to the landlord, an amount equivalent to the rent until such time as all keys are returned to the landlord's agent.
8. The landlord and the tenant agree that:
 - 8.1. Any action by the landlord or the tenant to terminate the agreement shall not affect any claim for compensation in respect of a breach of the agreement; and
 - 8.2. The acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

Statutes, By-Laws and Special Conditions

9. The tenant agrees:
 - 9.1. To observe all relevant statutes, statutory regulations and by-laws relating to health, safety, noise and other housing standards with respect to the premises; and
 - 9.2. Where the premises are subject to the Strata Schemes Management Act 1996, the strata Schemes (Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989, to observe and comply with any applicable by-laws and/or management statements.
 - 9.3. Where the premises are a flat (not subject to the Strata Schemes Management Act 1996, the strata Schemes (Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989) the tenant agrees to comply with the By-Laws contained in Schedule 1 of this agreement.

Condition Report Forms Part of This Agreement

10. For avoidance of doubt

- 10.1. A condition report which accompanies this tenancy agreement, forms part of this agreement; and
- 10.2. A condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report.

Landlord's Access to The Premises

11. The tenant agrees:

- 11.1. The agent is permitted to take digital photos at each and every inspection; and
- 11.2. The agent is permitted to enter the property at a time that is agreed upon with the tenant.

Tenant's Refusal of Access

- 12. Where the tenant has been provided with the requisite notice pursuant to Clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, the tenant acknowledges, and agrees that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.
- 13. The tenant agrees that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to Clause 24.

Tenancy Databases

- 14. The tenant agrees the agent can use and disclose the tenant's personal information for the purpose of listing the tenant on a tenancy database at the agent's digression.

Vacating the Premises

- 15. The tenant agrees that at the end of the tenancy the Tenant will engage a professional carpet cleaner to clean the carpet areas and will provide a receipt of this cleaning to the Agent.

Contents Insurance

16. The tenant agrees:

- 16.1. The Tenant understands that they must rely on their own insurance and that the Landlord's insurance policy will NOT COVER the Tenant's possessions in any way; and
- 16.2. The Tenant shall not do, or allow anything to be done, which would invalidate other insurances on the Property.

Details of Tenant and Tenant's Agent

- 17. The tenant agrees to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.

Privacy Policy

18. The Privacy Act 1988 (Cth) (the Act) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.

The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and the landlord's agent to:

- 18.1. identify and verify the tenant's identity;
- 18.2. process and assess any application received in relation to the lease of the residential premises;
- 18.3. assess the tenant's ability to meet their financial and other obligations under this agreement;
- 18.4. manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- 18.5. contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
- 18.6. comply with any applicable law;
- 18.7. liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and the landlord's agent in relation to or in connection with this agreement;
- 18.8. negotiate the lease for the residential premises;
- 18.9. process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- 18.10. comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and the landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods, and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/ or the landlord's agent. The landlord and the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third-party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and the landlord's agent. The tenant consents to the landlord and the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and the landlord's agent, which the landlord and the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or the landlord's agent previously not to.

The tenant has the right to request access to any personal information held by the landlord and the landlord's agent which relates to them, unless the landlord or the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, the tenant acknowledges that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and the tenant authorises the landlord and the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.



Additional Clause A — “Animals”

1. The landlord agrees that the tenant may keep **ONLY** the following animal(s) on the residential premises at any time:
One Outside Dog

2. The tenant agrees:
 - 2.1. to supervise and keep the animal within the premises, and
 - 2.2. to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort, or privacy of neighbours, and
 - 2.3. to ensure that the animal is registered and micro-chipped if required under law, and
 - 2.4. to comply with any council requirements, and
 - 2.5. repair ALL damage caused by the animals as prescribed by the Agent.

3. The tenant agrees to have the carpet Professionally cleaned AND premises Professionally fumigated or to pay the cost of having the carpet professionally cleaned at the end of the tenancy and provide the Agent with evidence of such.

4. The tenant agrees to indemnify the Landlord in respect of all claims arising out of or in connection with any damage, costs or personal injuries caused or contributed to by:
 - 4.1. any animals kept by the tenant on the residential premises; and
 - 4.2. any animals moving, or being moved by someone, across the residential premises and any common areas.

Tenant's
Initial's:

A blue rectangular box containing the handwritten initials "DS" in blue ink.

Property Address: 30 Figtree Boulevard, Wadalba NSW 2259



Additional Clause S — “Swimming Pools / Spa’s”

1. There is no Pool or Spa at the Property, and the Tenant has no permission to erect a Pool or a Spa without written permission from the Agent.

Tenant's
Initial's:

^{DS}
Handwritten initials "SJ" in blue ink, enclosed in a blue rectangular box with a small "DS" superscript in the top right corner.

Property Address: 30 Figtree Boulevard, Wadalba NSW 2259

Additional Clause P — “Awnings / Pergolas”

1. The tenant agrees:

- 1.1. From time to Time, with heavy rain, the Awning or Pergola roof can leak, as any can, the Tenant will take all efforts to ensure no valuable items are kept in these areas, and
- 1.2. If the Tenant stores any items in these areas, they are to ensure they are covered to avoid damage from weather.

Tenant's
Initial's:

^{DS}


Property Address: 30 Figtree Boulevard, Wadalba NSW 2259



Additional Clause I — “Contents Insurance”

1. The tenant agrees & understands:

- 1.1. It is the Tenant’s responsibility to ensure that they have the adequate Contents Insurance for their possessions in the case of damage caused; and
- 1.2. The Landlord’s Insurance does not cover any loss or damage to the Tenant’s belongings.

Please Note, Ray White Coast Edge encourage all Tenants to ensure they always have Contents Insurance.

Tenant’s
Initial’s:

Handwritten initials "DS" in blue ink, enclosed in a blue rectangular box with a thin border.

Property Address: 30 Figtree Boulevard, Wadalba NSW 2259

Additional Clause G — “Garage / Carport Area”

1. The tenant agrees:

- 1.1. The Garage or Carport is provided for the purpose of parking a motor vehicle and NOT for storage of goods, and
- 1.2. That the tenant takes full responsibility for any damage to anything stored in the Garage or Carport.

Tenant's
Initial's:

^{DS}


Property Address: 30 Figtree Boulevard, Wadalba NSW 2259

Notes

1. Definitions

In this agreement:

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
 - a) the letting of residential premises, or
 - a) the collection of rents payable for any
 - b) tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loosefill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the Home Building Act 1989.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4).

3. Ending a fixed term agreement

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days' notice and the tenant must give at least 14 days' notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days' notice and the tenant must give at least 21 days' notice.

5. Other grounds for ending agreement

The Residential Tenancies Act 2010 also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgement or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.



AGREEMENT

By signing below, the Landlord and Tenant agree to the following:

- Both the Landlord and Tenant agree to enter into this Agreement; and
- The Agent will provide, on the Owner’s behalf, a condition report (which forms part of this lease) on, or before, the commencement of this lease; and
- The Tenant understands and has read all of the clauses and appendix set out in this Lease and agrees to these clauses without reservation; and
- The Tenant has read and understand the Tenancy Checklist as outlined in Appendix 1.

SIGNED BY THE LANDLORD’S AGENT:

SIGNED BY THE TENANT(S):

DocuSigned by:
Jessika McShane
 590DD89B930D470...

 Ray White Coast Edge – Landlord’s Agent

DocuSigned by:
Jones
 0BAED9A0A9D943D...

 Signature of Tenant(s)

 Signature of Tenant(s)

Certificate Of Completion

Envelope Id: 7BABEF06-9D06-4AB4-BD43-DBDBA12BC510

Status: Completed

Subject: 30 Figtree Boulevard, Wadalba - Lease Agreement

Source Envelope:

Document Pages: 25

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 26

Jessika McShane

AutoNav: Enabled

jessikam@rwcoastedge.com.au

Envelopeld Stamping: Enabled

IP Address: 220.233.70.141

Time Zone: (UTC+10:00) Canberra, Melbourne, Sydney

Record Tracking

Status: Original

Holder: Jessika McShane

Location: DocuSign

17/6/2025 | 14:15

jessikam@rwcoastedge.com.au

Signer Events

Jessika McShane

jessikam@rwcoastedge.com.au

5 Tarmar Road, Hamlyn Terrace - Key Signing

Ray White Coast Edge

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Jessika McShane
590DD89B930D470...

Signature Adoption: Pre-selected Style
Using IP Address: 220.233.70.141

Timestamp

Sent: 17/6/2025 | 14:16

Viewed: 17/6/2025 | 14:17

Signed: 17/6/2025 | 14:18

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Steven Wayne Jones

sjones54w@gmail.com

Security Level: Email, Account Authentication (None)

DocuSigned by:
Stones
0BAED9A0A9D943D...

Signature Adoption: Drawn on Device
Using IP Address:
2403:4800:2861:3491:6952:b828:129f:81bf
Signed using mobile

Sent: 17/6/2025 | 14:18

Viewed: 17/6/2025 | 18:31

Signed: 17/6/2025 | 18:33

Electronic Record and Signature Disclosure:

Accepted: 14/7/2022 | 16:29

ID: fa9b9d23-f79b-495e-9b75-82a307969066

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	17/6/2025 14:16
Certified Delivered	Security Checked	17/6/2025 18:31
Signing Complete	Security Checked	17/6/2025 18:33

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	17/6/2025 18:33
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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