

Agreement to Terminate Fixed-Term Tenancy

Item	<u>Item Schedule</u>												
1	TENANT/S	Tenant/s: 1. _____ 3. _____ 2. _____ 4. _____ Address: _____ Phone: () _____ _____ Fax: () _____ Email: _____ Mobile: () _____											
2	PREMISES	Address: _____ _____											
3	AGENT / LESSOR	Name: Harcourts City Sales & Rentals Address: 60 Leichhardt Street Phone: (07) 3839 5000 Spring Hill, QLD, 4000 Fax: (07) 3839 5003 Email: Rentals@innerbrisbane.com Mobile: 0428 3839 50											
4	FIXED-TERM TENANCY AGREEMENT	Term: _____ End Date: / / Current Rent: per Week											
5	EXPENSES	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Expense</th> <th style="width: 60%;">Description</th> <th style="width: 20%;">Max. Amount (inc. GST)</th> </tr> </thead> <tbody> <tr> <td rowspan="3" style="font-size: small;">The Tenant/s will be required to pay for expenses incurred only as listed. The amounts listed are the maximum the Tenant/s will be required to reimburse to the Lessor/Agent.</td> <td>Advertising</td> <td></td> </tr> <tr> <td>Administration Costs (eg. phone, fax)</td> <td></td> </tr> <tr> <td>Compensation to Lessor (for Fees & Commission Incurred)</td> <td></td> </tr> </tbody> </table>		Expense	Description	Max. Amount (inc. GST)	The Tenant/s will be required to pay for expenses incurred only as listed. The amounts listed are the maximum the Tenant/s will be required to reimburse to the Lessor/Agent.	Advertising		Administration Costs (eg. phone, fax)		Compensation to Lessor (for Fees & Commission Incurred)	
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6	SIGNATURES	This Agreement must be signed by all parties Tenant 1: _____ Date: / / Tenant 2: _____ Date: / / Tenant 3: _____ Date: / / Agent / Lessor: _____ Date: / /											

Terms & Conditions

- 1.1 In consideration of the Lessor agreeing, at the request of the Tenant/s, to early termination of the Fixed-Term Tenancy Agreement (Item 4) it is agreed as follows:
- 1.2 The Tenant/s agrees to:
- (1) pay the rent and continue to fulfill their obligations under their current Fixed-Term Tenancy Agreement until a replacement tenant commences tenancy under a new Tenancy Agreement with the Lessor/Agent for the Premises, such agreement being for at least the term of the outstanding portion of the current Fixed-Term Tenancy Agreement.
 - (2) inspections, at reasonable times, by prospective tenant/s in the presence of the Agent or an Agent's representative.
 - (3) pay all amounts owing under this Agreement within 7 days of receipt of the invoice.
- 1.3 Where a new tenant/s is found who wishes to enter into a Tenancy Agreement which is for a term that is shorter than the term of the outstanding portion of the current Fixed-Term Tenancy Agreement, the Lessor/Agent may negotiate a mutually agreeable compensation from the existing Tenant/s or waive further rental obligations under the current Fixed-Term Tenancy Agreement.

- 1.4 The parties agree that from the commencement of a new Tenancy Agreement the Tenant/s will, subject to the requirements of the *Residential Tenancies Act 1994, Residential Tenancies Regulation 2005 (Schedule 3 Part 2)* and any outstanding obligations under the current Fixed-Term Tenancy Agreement and this Agreement, be released from all its obligations in relation to the current Fixed-Term Tenancy Agreement.
- 1.5 The Agent remains the Agent for the Lessor.
- 1.6 By signing this Agreement all parties agree to having given prior approval, in accordance with the *Electronic Transactions (Queensland) Act 2001*, for electronic transmission of this Agreement and any other related agreements, for signing purposes or otherwise, as far as such means of communication have been indicated in this document (ie. Facsimile numbers & email addresses).