

Occupancy Agreement

Boarding Houses Act 2012 NSW



Between

ume

Resident

for

Room/Studio No.

Address

*Only the above named parties have the right to reside in the above mentioned property.

The residents room is

Unfurnished

Furnished

Term of agreement:

The term of this agreement is –

Commencement Date

Term of agreement (if any)

Occupancy Fee/Rent \$

To be paid

ume's Contract Details

Giving notices and other documents electronically

ume

gives express consent to the electronic service of notices and documents.

[email address to be used for the purpose of serving notices and documents.]

Resident

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

Yes No

[Specify email address to be used for the purpose of serving notices and documents.]

Agreement Terms

1. Condition of the premises

ume agrees to provide and maintain the premises so that they are in a reasonable state of repair, are reasonably clean and reasonably secure.

2. House rules

The resident agrees to comply with the House Rules of the property.

3. Inspections and access

ume may inspect common areas at any reasonable time. Repairs, cleaning and maintenance of common areas can be carried out at reasonable times. ume will only enter the resident's room, at a reasonable time, with reasonable notice and on reasonable grounds. Agreed access and notice periods are set out below. If the third column is left blank, the suggested notice periods set out in the second column will apply.

Reason For Access	Notice to be given under this Agreement
In an emergency, or to carry out emergency repairs or inspections	Immediate Access
To clean the premises	24 hours
To carry out repairs	24 hours
To show the room to a prospective resident	24 hours
To carry out inspections	48 hours

4. Notice of fee increase

The resident is entitled to 4 weeks written notice of any increase in the occupancy fee.

5. Security deposit

A security deposit is payable to ume, this amount being no more than the sum of two (2) weeks occupancy fee. The security deposit is payable on the day the agreement is signed or on the following day if agreed to by ume. The security deposit will be repaid to the resident (or the resident's authorised representative)

within 14 days after the end of this agreement, less any amount necessary to cover: a) the reasonable cost of repairs to the boarding house or goods within the boarding house, as a result of damage (other than fair wear or tear) caused by the resident or their resident; b) any occupancy fee or other charges owing and payable under this Agreement or the Boarding Houses Act; c) the reasonable cost of cleaning any part of the premises occupied by the resident and not left reasonably clean by the resident, having regard to the condition of that part of the premises at the commencement of the occupancy; and d) the reasonable cost of replacing locks or other security devices altered, removed or added by the resident without the consent of ume.

6. Payments by the Resident

The resident must pay a \$50.00 card replacement fee for any lost keycard (which provides the resident with access to the property). Rent must be paid weekly and in one transaction to ume.

7. Room condition

All residents must keep their studio in good condition, repair and cleanliness. Each resident must fill in a condition and inventory report when they move in, this will be supplied by ume at the point of signing this Agreement. This must be returned electronically or in person within 3 days of the commencement of this Agreement. This document will be used when a ume representative does the outgoing inspection. Any damages or lost goods or room restoration costs including cleaning will be withheld or debited from the security deposit.

8. Behaviour, cleanliness and goodwill

The resident understands and agrees that there may be a Community Host appointed to manage the 'day to day' running of the property. For properties with a Community Host, the resident will comply with all reasonable requests from the Community Host in relation to cleanliness and behaviour which are outlined in this Agreement. If the resident or the resident's invitees behave in such a way to result in complaints from other occupiers of the property, any neighbours, the Council or the Police, they may be requested by ume to vacate the premises immediately and security deposit may be withheld. The resident agrees there are no pets of any kind permitted in the property. The resident agrees there is NO smoking in any area of the property. If a resident is caught smoking a \$250 cleaning fee will be deducted from their bond on check out. If the smoke alarms and/or sprinklers are activated by a resident, the resident agrees to pay

the full cost of a call out fee charged by the NSW Fire Brigade. All residents and visitors are expected to drink responsibly. Friends or visitors of residents must sign the online visitors' book before entering the premises. Residents are solely responsible for the conduct of their friends or visitors.

9. Sustainability

ume encourages sustainable communities. Standard usage of utilities is included in your lease.

Please note that if the unit consumes more than 20% more electricity than the same period in the prior year the excess will be charged to the occupant.

Sustainable community tips:

- Don't forget to turn off the lights before leaving your unit.
- Turn off your lights when you leave a room.
- Hang your wet clothes on a drying line or rack instead of using a powered dryer.
- Start timing your showers. Or better yet, invest in a shower timer.
- Turn off your devices at night.
- Turn off air-conditioning and heating when not in your unit.
- Open up your blinds and use as much natural light as possible before switching on your light bulbs. You all get to enjoy some more sunshine

10. Dispute resolution

ume and the resident agree to use their best endeavours to informally resolve any disputes between them through reasonable discussion and negotiation. Either party may apply to the NSW Civil and Administrative Tribunal (NCAT) to resolve a dispute about the Occupancy Principles.

11. Termination

The resident is entitled to know why and how this Occupancy Agreement may be terminated, and how much notice will be given before termination. The resident may not be evicted without reasonable written notice from ume.

This Agreement can also be terminated by the resident by written notice given to ume. Agreed reasons for termination and notice periods are set out below. If the resident fails to terminate Agreement within the notice

period, the resident is required to pay the Occupancy Fee in lieu of Agreement notice period.

Reason for Termination by ume	Notice to be given under this Agreement
Violence or threats of violence towards anyone living or working in or visiting the premises.	Immediate
Wilfully causing damage to the premises, or using the premises for an illegal purpose.	1 day
Continued and serious breach of this Agreement or the house rules, following a written warning.	3 days
Continued minor breach of this Agreement or the house rules, following a written warning.	1 week
Non-payment of the occupancy fee.	1 week
Any other reason including vacant possession required and "no grounds" termination.	4 weeks

Reason for Termination by Resident	Notice to be given under this Agreement
Breach of Agreement by ume	1 week
No grounds/any other reason	4 week

12. Insurance

Please note that whilst the building has insurance this does not cover your personal items.

13. Use of the premises

The resident agrees not to wilfully or negligently cause damage to the premises or to use the premises for an illegal purpose and to respect other residents' rights to quiet enjoyment of the premises.

14. Insect

The resident is aware that they must carry out a check for cockroaches, mosquitos, spiders or bed bugs on commencement of this Agreement. It is the resident's

obligation to inspect and report back any sightings. In the unlikely case ume will immediately rectify but will not compensate the Resident if occurrences are detected after 14 days of moving into a studio.

15. Indemnity and release

The resident hereby release, indemnify and hold harmless the owner and ume from and against all actions and claims which may be made by me or on my behalf by other parties for or in respect of or arising out of any injury, loss, damage or death caused to my property or me, whether by negligence, breach of contract, or in any other way whatsoever during the period of occupation of the premises as a resident.

16. Maintenance, repairs and damages

All maintenance, repair and damage requests (except in case of emergency) must be submitted in writing to the Community Host via email hello@ume.com.au. In the event of an urgent repair out of office hours the resident is aware that they should contact the Landlord's approved trades people for assistance (numbers

below). The resident is aware that the approved trades people should only be contacted if the issue cannot wait until 8am of the next working day and all efforts have been made to contact the ume Community Host beforehand. The resident must provide access to representatives of the Landlord for the purpose of effecting repairs. Approved Trades people: Plumber: Jerram – 0407837729 Electrician: Tango Electrical – 0430467527. The Resident understands that they will be charged from the security deposit the cost of repairs or replacement of furniture or appliances or fixtures that were lost, damaged or broken during their agreement term. All kitchen items are chargeable. ume reserves the right to charge for any broken or lost item.

17. Car park

Limited car parking is available on site for an additional cost, however must be pre arranged with the Community Host prior to arrival. All residents must pay \$75 for any lost car park key. All vehicles and belongings are left at their own risk.

This Agreement (details of which are noted on this page and the following pages) is made between the above Residents and ume whereby it is agreed that in signing this document both parties are bound by its entire terms.

I agree that this Agreement will expire on the date stated above unless I depart earlier with notice as required under this Agreement. I also understand that my room may be re-let from the agreement end date. I am aware that I may request an extension to my Resident Agreement however this is dependent on the availability of my assigned studio and end date.

Signed by the Resident

Name of resident

Signature of resident

Date

/ /

I confirm that I fully understand all terms and condition of this agreement

Signed by ume representative

Name of representative

Signature of representative

Date

/ /