



# Comodo Homes

## 13+ Weeks Lodging Agreement

A common law contract bound by the Competition and Consumer Act 2010

**Between:**

<b>Proprietor:</b>	Comodo Homes PTY LTD
<b>ABN:</b>	93 670 814 276
<b>Email:</b>	Admin@comodohomes.com
<b>Resident(s) full name:</b>	
<b>Mobile number(s):</b>	
<b>WhatsApp number(s):</b> (if different to above)	

**For:**

<b>Room:</b>	<b>Address:</b>

<b>Commencement Date</b>	<b>Occupancy Fee</b>
	\$ per week

### AGREEMENT TERMS

**1. Provision and Quiet Enjoyment of the Premises**

Comodo Homes PTY LTD agrees to provide and maintain the premises so that they are in a reasonable state of repair, cleanliness, and security during the duration of this agreement. Comodo Homes PTY LTD agrees to take all reasonable steps to enable the residents' quiet enjoyment of the premises.

**2. Minimum Stay**

A minimum stay period of 13 weeks applies. If the resident terminates the lodging agreement prior to the minimum stay period, the resident agrees to pay a break fee of:

- a) 100% of the security deposit if less than 8 weeks has expired.
- b) 50% of the security deposit if 8 weeks or more has expired.

**3. Written Receipts and Rental Records**

All cash payments made by the resident will be provided with an immediate text message receipt as proof of payment. Bank transfers are considered receipts within themselves. Rental records will be provided within 2 business days of the request being made.

**4. Notice of Fee Increase**

The resident(s) is entitled to 4 weeks written notice prior to any change in the occupancy fee.

## 5. Security Deposit

A \_\_\_\_-week security deposit of \$\_\_\_\_\_ is to be paid when moving in. The security deposit will be repaid to the resident (or resident's authorised representative) within 3 business days post-vacation, less any amount necessary to cover:

- a) Occupancy fees owing under this agreement,
- b) Cost of repairs as a result of damage (other than fair wear or tear) caused by the resident or their guest(s),
- c) Cleaning fees for any part of the premises occupied by the resident and not left clean, and
- d) Early termination break fee (if applicable).

## 6. Occupancy Fees and Utility Charges

The rent fee is charged on a per-day basis. All utility and internet charges are included in the occupancy fee. Cleaning supplies, laundry liquid, and additional furniture may be requested, and within reason may be provided.

The rent fee is to be paid a minimum of one week in advance. The rent fee is due, at the latest, on the first day of every rental week.

The following bank account is to be used for all deposit and rent payments;

**NAME: COMODO HOMES**

**BSB: 062 692**

**ACC: 7910 2507**

**REFERENCE CODE\*:** \_\_\_\_\_

*\*Please ensure the reference code is used to ensure payment is received successfully.*

## 7. House Rules

The Resident agrees with the House Rules of the premises. The House Rules are as follows;

- a) Residents are to keep their room and common areas used in a clean condition. Residents are to take responsibility of cleaning and maintaining common areas alongside fellow housemates.
- b) Lights and appliances are to be turned OFF when not in use/when leaving the room
- c) Heaters and air conditioning units are not allowed due to high electricity consumption.
- d) Smoking indoors is NOT permitted. Smoking may be done outside, provided an ashtray is used, and the remains disposed of into a bin. Illegal narcotics are strictly prohibited.
- e) Noise is to be kept to a minimum, especially past 9pm, for other residents quiet enjoyment of the premises.
- f) Non-removable additions/alterations such as screws or paint are not permitted without written consent.
- g) All doors are to be closed and locked upon entering/exiting every time used.
- h) Prior to using the dryer, the lint filter is to be emptied every time.

## 8. Inspections and Access

Comodo Homes PTY LTD staff or delegate may inspect, repair, or clean the premise common areas at any reasonable time. Comodo Homes PTY LTD staff or delegate may only enter the resident's room with permission, or with given notice as set out below.

Reason for Access	Notice Period
- In an emergency, or to carry out emergency repairs	<i>Immediate access*</i>
- To carry out repairs - To show the premises to a prospective resident once notice for vacation has been given	<i>6 hours</i>
- To carry out an inspection	<i>1 Week</i>

*\*Immediate access is likely to be necessary in this situation for safety reasons.*

## 9. Termination

The occupancy fee is still required to be paid after a termination notice is given. If the room is vacated prior to the required notice period, rent will still be charged until the last day of notice required.

This Agreement can be terminated by either party by providing written notice. Agreed reasons for termination and notice periods are set out below.

Reason for Termination by Proprietor	Notice to be given
- Violence or threats of violence towards anyone living, working, or visiting the premises. - Willfully causing damage to the premises. - Using the premises for an illegal purpose. - Breach of this Agreement or the house rules, following a written warning.	Immediate*
- Non-payment of the occupancy fee	1 week
- Any other reason, including vacant possession required, and 'no grounds' termination	2 weeks

*\*Immediate termination is necessary in this situation in order to protect other residents and staff.*

Reason for Termination by Resident	Notice to be given
- No grounds/Any other reason	2 weeks

Name: \_\_\_\_\_  
*On behalf of Comodo Homes PTY LTD*

Name: \_\_\_\_\_  
*Resident(s)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_