

# PRIVATE RENTAL AGREEMENT

Premises Address: \_\_\_\_\_ Date: \_\_\_\_\_

## Landlord Information:

Full Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Tenant Information:

Full Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Rental Details:

Term of Lease: \_\_\_\_\_

Rent Amount (AUD): \_\_\_\_\_ AUD

Payment Frequency: \_\_\_\_\_

Bond Amount (AUD): \_\_\_\_\_ AUD

Payment Method: \_\_\_\_\_

## Clause 1 – Agreement to Rent

The Landlord agrees to rent the Premises to the Tenant and the Tenant agrees to rent the Premises from the Landlord on the terms and conditions set forth in this Agreement.

## Clause 2 – Term

The rental term shall be for the period specified above. If no term is specified, this Agreement shall be a periodic tenancy subject to termination by either party in accordance with applicable law.

## Clause 3 – Rent

The Tenant shall pay the Rent Amount to the Landlord at the intervals specified. Rent shall be payable in advance on the due date and by the method agreed.

## Clause 4 – Bond

The Tenant shall pay the Bond Amount as security for the performance of this Agreement and the condition of the Premises. The Bond shall be lodged with the relevant state or territory authority as per Australian law.

## Clause 5 – Use of Premises

The Premises shall be used solely for residential purposes. The Tenant shall not assign or sublet the Premises without prior written consent of the Landlord.

## Clause 6 – Tenant Obligations

The Tenant agrees to keep the Premises clean and in good repair, notify the Landlord of any damage or needed repairs, and comply with all laws and by-laws affecting the Premises.

**Clause 7 – Landlord Obligations**

The Landlord shall ensure the Premises are fit for habitation, maintain the Premises in good repair during the term, and respect the Tenant's right to quiet enjoyment.

**Clause 8 – Entry by Landlord**

The Landlord may enter the Premises only in accordance with applicable notice requirements and for lawful purposes such as inspection, repairs, or showing the Premises to prospective tenants or purchasers.

**Clause 9 – Repairs and Maintenance**

The Tenant shall notify the Landlord promptly of any damage or defects. The Landlord shall be responsible for repairs except where damage is caused by the Tenant's negligence or misuse.

**Clause 10 – Termination**

Either party may terminate this Agreement in accordance with applicable Australian tenancy laws, including providing required notice periods and grounds for termination.

**Clause 11 – Return of Premises and Bond**

Upon termination, the Tenant shall return the Premises in the same condition, fair wear and tear excepted. The Bond shall be returned subject to lawful deductions for damage or unpaid rent.

**Clause 12 – Utilities and Outgoings**

The Tenant shall be responsible for payment of all utilities and outgoings unless otherwise agreed in writing.

**Clause 13 – Insurance**

The Tenant is advised to obtain insurance for their personal belongings. The Landlord's insurance does not cover Tenant's personal property or liability.

**Clause 14 – Dispute Resolution**

The parties agree to attempt to resolve any disputes arising under this Agreement through negotiation or mediation before commencing legal proceedings.

**Clause 15 – Governing Law**

This Agreement is governed by the laws of the State or Territory of Australia in which the Premises are located.

**Clause 16 – Entire Agreement**

This Agreement together with any attached schedules and written variations constitutes the entire agreement between the parties and supersedes all prior agreements.

**Clause 17 – Amendments**

No amendments or variations shall be effective unless in writing signed by both parties.

**Clause 18 – Notices**

All notices under this Agreement shall be in writing and delivered by hand, post, or electronic means with confirmation of receipt.

**Clause 19 – Privacy**

The parties agree to handle personal information in accordance with Australian privacy laws and solely for purposes related to this Agreement.

**Clause 20 – Signatures and Execution**

This Agreement may be executed in counterparts, each of which is an original and all of which form one Agreement. Electronic signatures shall have the same force and effect as originals.

**LANDLORD'S SIGNATURE**

**TENANT'S SIGNATURE**

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

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

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