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**RENTAL AGREEMENT**

**THIS AGREEMENT** is made on the \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2022 at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BETWEEN**

**OWNER:**

MOUNTAINS YOUTH SERVICES TEAM (MYST)

31 Waratah Street Katoomba NSW 2780

**AND**

**RENTER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TERM:** The term of this agreement is for 12 months, beginning on 11th November 2022

**PREMISES:** The Owner gives the renter the right to utilise the music room at 31 Waratah Street, Katoomba NSW 2780. The music room is fully equipped with all essential music equipment.

**BOND:** An upfront payment of $200 must be paid by the renter to the owner on signing of this agreement. An additional amount of $200 is due for payment on 11th May 2023.

**TERMS OF AGREEMENT**

**RIGHT TO USE THE MUSIC ROOM**

1. The owner agrees that the renter has the right to usage of the music room during the rental period.

**COPY OF AGREEMENT**

1. The owner agrees to give the renter:
   1. A copy of this agreement before or when this agreement is signed and given by the renter to the owner or a person on the owner’s behalf,
   2. A copy of the agreement signed by both the owner and renter as soon as reasonably practicable.

**BOND**

1. The renter agrees:
   1. To pay the bond on time,
2. The owner agrees:
   1. To provide the renter with at least one means to pay the bond for which the renter does not incur a cost (other than bank fees or other account fees usually payable for the renter’s transactions) and that is reasonably available to the renter.
   2. Not to use the bond paid by the renter for the purpose of any amount payable by the renter other than the bond
   3. To give a bond receipt to the renter if the bond is paid in person (other than by cheque) and to make a bond receipt available for collection by the renter or to post it to the residential premises if bond is paid by cheque, and
   4. To keep a record of bond paid under this agreement.

**USE OF THE PREMISES**

1. The renter agrees:
   1. Not to use the premises, or cause or permit the premises to be used, for any illegal purpose
   2. To use the music room, musical equipment and toilet facilities only
   3. Not to use any other room or area of the premises without prior permission.
   4. Not to cause or permit a nuisance
   5. Not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours,
   6. Not to intentionally or negligently cause or permit any damage to the premises and/or equipment
   7. Leave the music room as nearly as possible in the same condition, fair wear and tear excepted, as at commencement of this agreement
   8. To leave the music room clean and tidy after each usage.
   9. Notify the owner of damage to the music room or any music equipment.
   10. Pay for all loss and damage to music room equipment
   11. Return to the owner all keys provided by the owner.
2. The owner agrees:
   1. The music room is cleaned regularly
   2. To make sure all light fittings have working light globes
   3. To keep the music room in a reasonable state of repair, considering the age of and the prospective life of the premises.
   4. Not to interfere with the supply of gas, electricity, water, telecommunications or other services to the music room (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
   5. To comply with all statutory obligations relating to health or safety of the premises.

**LOCKS AND SECURITY DEVICES**

1. The owner agrees:
   1. To provide and maintain locks or other security devices necessary to keep the premises reasonably secure
   2. Give the renter under this agreement a copy of the key and information to open the any lock and alarm to which the renter is entitled to have access.
2. The renter agrees:
   1. Not to make copies of any keys provided
   2. Not to provide alarm codes to any other person

**SMOKE ALARMS**

1. The owner agrees to ensure that smoke alarms are installed and maintained in the premises in accordance with section 146A of the Environmental Planning and Assessment Act 1979.
2. The owner and renter each agree not to remove or interfere with the operation of a smoke alarm installed on the premises unless they have a reasonable excuse to do so.

**ADDITIONAL TERMS**

1. The renter agrees:
   1. To perform at two MYST events per year
2. The owner agrees:
   1. Return bond money of $200 per event performed
   2. Return bond money within 7 days of the renters performance at an event

**ENDING AGREEMENT**

1. This agreement may be ended by the owner or renter by giving written notice of termination. The notice may be given at any time up until the end of the fixed term. The owner and/or renter must give at least fourteen days notice.
2. The owner may end this agreement by providing 14 days written notice for any breaches of the terms of this agreement.

**GOVERNING LEGISLATION**

This agreement is created by and under the legislation of New South Wales.

THE OWNER AND RENTER ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS

SIGNED BY OWNER

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Jodie Rollason CEO MYST Date

SIGNED BY THE RENTER

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Date