

Agreement to Terminate Fixed Term Tenancy

AGENT: Peopall & Giles Pty Ltd trading as Seaside Real Estate

LESSOR: _____

TENANT/S: _____

PREMISES: ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

Fixed Term Tenancy: _____

DATE COMMENCED: _____

DATE DUE TO FINISH: _____

The Lessor and the Tenant have a Fixed Term Tenancy Agreement ("Tenancy"). The Tenant has asked the Lessor to allow early termination of the Tenancy. In consideration of the Lessor's agreement to the early termination the Lessor and the Tenant agree that:

1. The Tenant will pay rent and other charges in accordance with the Tenancy (including those provided for by the *Residential Tenancies and Rooming Accommodation Act*), until a new Tenancy agreement for the Premises starts or until expiration of the Tenancy, whichever is the sooner;
2. The Tenant authorises the Lessors Agent to supply any prospective Tenant with particulars relevant to a proposed Tenancy of the Premises;
3. The Tenant will pay (to the agent) the Lessor's reasonable costs of One weeks rent + gst & \$80.00 advertising when the Agent finds a replacement Tenant who enters into a valid/enforceable Residential Tenancy Agreement;
4. The Tenant agrees that payment as per Section 3 is to be paid.
One weeks rent + gst & \$80.00 advertising upon signing this form.
5. The Tenant will allow inspections of the premises at reasonable times by prospective tenants accompanied by the Agent.
6. The existing Tenancy will terminate when a new Residential Tenancy Agreement with a replacement Tenant commences.
7. The Agent is acting for the Lessor in all matters arising under this Agreement.

SIGNATURES

Tenant/s Name: _____ Tenant/s Name: _____

Signature: _____ Date: _____ Signature: _____ Date: _____

Tenant/s Name: _____ Tenant/s Name: _____

Signature: _____ Date: _____ Signature: _____ Date: _____

Agent/s Name: _____

Signature: _____ Date: _____