

# AGREEMENT TO TERMINATE FIXED-TERM TENANCY

## Item

## Item Schedule

### 1. TENANT/S

Name/s: 1. .... 3. ....  
 2. .... 4. ....

Address: ..... Phone: .....

..... Fax: .....

Email: ..... Mobile: .....

### 2. PREMISES

Address: .....

### 3. LESSOR

Name: .....

Address: ..... Phone: .....

..... Fax: .....

Email: ..... Mobile: .....

### 4. LESSOR'S AGENT

Name: **First National Copas Newnham**

Address: **180 Hume Street** Phone: **( 07 ) 4690 6700**

**Toowoomba QLD 4350** Fax: .....

Email: **rentals@fntoowoomba.com.au** Mobile: .....

### 5. FIXED-TERM TENANCY AGREEMENT

Term: .....

End Date:    /   /    Current Rent:    \$0.00    per **week / fortnight / month**

### 6. EXPENSES

*Note: The Tenant/s will be required to pay for expenses incurred only as listed. The amounts listed are the maximum the Tenant/s will be required to reimburse to the Lessor/Lessor's Agent*

Expense	Description	Maximum Amount (inc. GST)
Advertising	1. Internet advertising which includes a Premium Listing on realestate.com.au 2. Sign board at the front of the property	Maximum of \$150
Administration Costs (eg. phone, fax)	N/A	N/A
Compensation to Lessor (for Fees & Commission Incurred)	1. Break Lease Fee 2. Smoke Alarm Servicing Fee (Dependent on Property)	1. Maximum of One Weeks Rent + GST 2. Maximum of \$79

### 7. SIGNATURES

This Agreement must be **signed by all parties**

Tenant (1): ..... Date:    /   /   

Tenant (2): ..... Date:    /   /   

Tenant (3): ..... Date:    /   /   

Tenant (4): ..... Date:    /   /   

Lessor/Lessor's Agent: ..... Date:    /   /   

*Copies to be provided to all parties*

## Terms of Agreement

In consideration of the Lessor agreeing, at the request of the Tenant/s, to early termination of the Fixed-Term Tenancy Agreement (Item 5) it is agreed as follows:

1. The Tenant/s agrees to:
  - (1) pay the rent and continue to fulfil their obligations under their current Fixed-Term Tenancy Agreement until a replacement tenant commences tenancy under a new Tenancy Agreement with the Lessor/Lessor's Agent for the Premises, such agreement being for at least the term of the outstanding portion of the current Fixed-Term Tenancy Agreement.
  - (2) inspections, at reasonable times, by prospective tenant/s in the presence of the Agent or an Agent's representative.
  - (3) pay all amounts owing under this Agreement within 7 days of receipt of the invoice.
2. Where a new tenant/s is found who wishes to enter into a Tenancy Agreement which is for a term that is shorter than the term of the outstanding portion of the current Fixed-Term Tenancy Agreement, the Lessor/Lessor's Agent may negotiate a mutually agreeable compensation from the existing Tenant/s or waive further rental obligations under the current Fixed-Term Tenancy Agreement.
3. The parties agree that from the commencement of a new Tenancy Agreement the Tenant/s will, subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008* and any outstanding obligations under the current Fixed-Term Tenancy Agreement and this Agreement, be released from all its obligations in relation to the current Fixed-Term Tenancy Agreement.
4. The Agent remains the Agent for the Lessor.
5. By signing this Agreement all parties agree to having given prior approval, in accordance with the *Electronic Transactions (Queensland) Act 2001*, for electronic transmission of this Agreement and any other related agreements, for signing purposes or otherwise, by such means of communication as have been indicated in the Item Schedule to this document (ie. Facsimile numbers & email addresses).