

# AGREEMENT TO TERMINATE

## FIXED TERM TENANCY – BREAK LEASE (Ending during tenancy period)

### PROPERTY ADDRESS

### RENTER DETAILS

*Please complete all details*

Renter 1 Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Renter 2 Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Renter 3 Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Renter 4 Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Email Address  
for ALL Renters \_\_\_\_\_

Forwarding address  
for correspondence \_\_\_\_\_

### DETAILS OF CURRENT FIXED TERM TENANCY

Term \_\_\_\_\_ End Date \_\_\_\_\_ Current Rent \$ \_\_\_\_\_

### AVAILABILITY DATE

- BREAK FEE – IF APPLICABLE TO LEGISLATION  
The break fee is as stated on the Rental Agreement - \$ \_\_\_\_\_ 1 weeks rent + GST  
Compensation to the Rental Provider
- EXPENSES – IF APPLICABLE TO LEGISLATION

Expense & Description	Max Amount (inc GST)
Advertising -	\$150.00
Database Checks – Per Enquiry	\$ 8.00

**INSPECTIONS**

**Open for Inspection Agreement**

- We agree to allow the Agent to conduct 'Open for Inspections' for prospective Renter/s to inspect the Property after we have received a courtesy call alerting us to the inspection.
  
- We prefer Inspections to be conducted on the following days and times

Monday		am	pm
Tuesday		am	pm
Wednesday		am	pm
Thursday		am	pm
Friday		am	pm
Saturday		am	pm

**This agreement MUST be SIGNED by ALL parties to the Rental Agreement**

**RENTER NAME**

**Signature**

**Date**

**RENTER NAME**

**Signature**

**Date**

**RENTER NAME**

**Signature**

**Date**

**AGENCY NAME**

**Signature**

**Date**

**TERMS & CONDITIONS**

1. In consideration of the Rental Provider agreeing, at the request of the Renter/s, to the early termination of the Fixed Term Rental Agreement it is agreed as follows:
2. The Renter/s agrees:
  - 2.1 To pay the rent and continue to fulfil their obligations under their Fixed Term Rental Agreement until a suitable replacement Renter commences Tenancy under a new Rental Agreement with the Rental Provider/Agent for the premises, such agreement being for the term of the outstanding portion of the current Fixed Term Rental Agreement.
  - 2.2 To allow entry, at reasonable times or as specified above, for Inspections of the Property by prospective Renter/s in the presence of the Agent or the Agent's representative.
  - 2.3 That should the replacement Renter fail to take possession of the Property for whatever reason; this signed Agreement will continue to apply.
  - 2.4 Once a suitable replacement Renter is secured and approved by the Rental Provider the Notice to Vacate form will be completed by the existing Renters and submitted to the Agency with the agreed Vacate Date entered and be signed by all existing Renters.
  - 2.5 The existing Renter's further agree to vacate the premises at least 2 days prior to the new Renter/s taking possession of the premises for a vacating inspection to be completed. It is the responsibility of the existing Renters to pay rent up to the date the replacement Tenancy commences.
  - 2.6 Where a new Renter is found who wishes to enter into a Rental Agreement which is for a term that is shorter than the term of the remainder of the existing Rental Agreement, the Rental Provider may negotiate a mutually agreeable compensation from the existing Renter or waive further rental obligations under the current Fixed Term Rental Agreement.
  - 2.7 To pay all amounts owing under this Agreement within 7 days of receipt of the Tax Invoice.
3. It is agreed by all parties that if an availability date is entered in this agreement that it is to be used as a guide in the marketing of the Premises to secure a suitable replacement Renter. This date does not in any way mitigate the existing Renter/s from paying rent up until a suitable replacement Renter is found or the existing Renter's responsibilities under their existing Rental Agreement.