

# Agreement to Terminate Fixed-Term Tenancy

## Item Schedule

Item

<b>1</b>	<b>TENANT/S</b>	Tenant/s: 1. _____ 3. _____ 2. _____ 4. _____ Address: _____ Phone: _____ _____ Fax: _____ Email: _____ Mobile: _____		
<b>2</b>	<b>PREMISES</b>	Address: _____		
<b>3</b>	<b>AGENT / LESSOR</b>	Name: <b>Graham Lynham Real Estate Pty Ltd T/As Graham Lynham Real Estate</b> Address: <b>37 Thuringowa Drive</b> Phone: <b>( 07 ) 4723 3222</b> <b>Kirwan QLD 4817</b> Fax: <b>( 07 ) 4723 3022</b> Email: <b>rentals@lynham.com.au</b> Mobile: _____		
<b>4</b>	<b>FIXED-TERM TENANCY AGREEMENT</b>	Term: _____ End Date: ____ / ____ / ____ Current Rent: _____ per <b>Week</b>		
<b>5</b>	<b>EXPENSES</b>	<b>Expense</b>	<b>Description</b>	<b>Max. Amount</b> (inc. GST)
	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/Agent.	Advertising	_____	_____
		Administration Costs (eg. phone, fax)	_____	_____
		Compensation to Lessor (for Fees & Commission Incurred)	_____	_____
<b>6</b>	<b>SIGNATURES</b>	This Agreement must be <b>signed by all parties</b>		
	Tenant 1:	_____	Date: ____ / ____ / ____	
	Tenant 2:	_____	Date: ____ / ____ / ____	
	Tenant 3:	_____	Date: ____ / ____ / ____	
	Agent / Lessor:	_____	Date: ____ / ____ / ____	

**Terms & Conditions**

- 1.1 In consideration of the Lessor agreeing, at the request of the Tenant/s, to early termination of the Fixed-Term Tenancy Agreement (Item 4) it is agreed as follows:
- 1.2 The Tenant/s agrees to:
  - (1) pay the rent and continue to fulfill their obligations under their current Fixed-Term Tenancy Agreement until a replacement tenant commences tenancy under a new Tenancy Agreement with the Lessor/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.
- 1.3 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/Agent may negotiate a mutually agreeable compensation from the existing Tenant/s or waive further rental obligations under the current Fixed-Term Tenancy Agreement.

- 1.4 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.
- 1.5 The Agent remains the Agent for the Lessor.
- 1.6 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, as far as such means of communication have been indicated in this document (ie. Facsimile numbers & email addresses).