



# Agreement to Terminate Fixed Term Tenancy

AGENT: Boo Amy Ptd Ltd ACN 120 709 757 Trading As Ray White Toowoomba Range & Highfields

LESSOR: \_\_\_\_\_

TENANT/S: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PREMISES: ADDRESS: \_\_\_\_\_

SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

Fixed Term Tenancy: \_\_\_\_\_ Months

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 See Annexure A 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.  
As soon as possible to authorise marketing and exposure and ensure prompt changeover of property
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: \_\_\_\_\_

---

## Annexure A

---

A lease is a legally binding written contract between the tenant and property manager/owner and the easiest way to break a lease is by a written termination agreement signed by both the tenant and the property manager/owner.

There is no guarantee that a replacement tenant will be found immediately, however the way you present the property and encourage viewings will assist us with the process.

An invoice for associated costs will be drawn up upon receipt of this fully signed Agreement and must be paid forthwith.

Fees pertaining to this leasebreak are as follows:

Leasebreak Fee = Equivalent to 1 weeks' rent plus GST

Marketing Costs = \$65 basic marketing fee

Water Management = \$55 (to finalise current water invoice)

Internet Enhancement = Feature Property listing on Realestate.com \$133 (for 30 days appearing above Standard ads, strong branding)

Internet Enhancement = Highlight Property listing on Realestate.com \$141 \*current discount rate (for 30 days Priority positioning for your property, appearing above Feature and Standard ads, with larger photos and strong branding)

To avoid disappointment, please make sure to request a meeting time with your Property Manager to discuss the process in more detail.

Preferred Open for Inspection Days/Times are noted below:

\_\_\_\_\_ Tuesday

\_\_\_\_\_ Wednesday

\_\_\_\_\_ Thursday

\_\_\_\_\_ Saturday

\_\_\_\_\_ Other

---

INITIALS

000007702168