

Beach Stone House Short Term Rental Agreement

This Short Term Rental Agreement (the Agreement) is made by and between Angus & Mary Bishop (Owners) and the Guest as of the date the Guest pays the Booking Amount and/or the Deposit. Payment of the Booking Amount is acceptance by the Guest of the terms set out in this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows.

1. **ACCEPTANCE & RESPONSIBILITY.** The Guest & members of the Rental Party agree to be bound by and accept the conditions set out in this Agreement in their entirety upon payment of a Deposit. Payment of the Deposit will be deemed to be acceptance of this Agreement.
2. **APPLIANCES.** Only use appliances for their intended uses.
3. **BUCKS EVENTS.** Bucks events not allowed at the property.
4. **CAMPING.** Camping is strictly prohibited on the Property. This includes tents, camper trailers, camper vans or similar.
5. **CANCELLATION OR VARIATION.** This section refers to a Booking made direct with the Owner or on a Third Party Booking Website where the Third Party Booking Website does not define a specific policy regarding cancellation or variation.
 - Cancellation received any time prior to 30 days before the Booking period commencement date: the Deposit (excluding any Security Bond paid) will be forfeited by the Guest and retained by the Owners as the cancellation fee.
 - Cancellations received between 29 days prior to the Booking start date and the Booking start date: 100% of the Booking Amount (excluding Security Bond paid) will be forfeited.
 - A variation of the Booking which reduces the number of nights stay will be treated as a cancellation of the Booking.
 - A variation of the Booking which moves the Booking start and end date to a new and available period will be treated as a cancellation of the Booking.
6. **CHECK IN/ OUT.** Check-in time is not before 2:00pm on the first day of the Booking and check out time is not later than 10:00am on final day of the Booking – unless with prior agreement with the owners.
7. **CHILDREN.** Children must be under adult supervision at all times.
8. **COVID 19.** Federal, State, and local governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The Owners cannot guarantee that you or your guests will not become infected with COVID-19. You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you (the Guest) and any and all Suppliers or Rental Party members may be exposed to or infected by COVID-19 by attending the Property that such exposure or infection may result in personal injury, illness, permanent disability, and death. You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to you or Suppliers or Rental Party members (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you or your Suppliers or Rental Party members may experience or incur in connection with attendance at the Property. On your behalf, and on the behalf of your Suppliers or Rental Party members, You hereby release, covenant not to sue, discharge, and hold harmless the Owners, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Owners or the Property, whether a COVID-19 infection occurs before, during, or after visiting the Property. You voluntarily agree to abide by all of the prevailing Government mandated restrictions relating to your Booking.
9. **CLEANING MATERIALS.** All soap, shampoo and cleaning material must be septic tank safe.
 - If the Owners are able to re-let the Property for the period cancelled, a further refund may be made to the Guest less commissions and expenses.
 - The Owners reserve the right to amend, cancel or vary the Booking via email to the Guest. In this case, the Owner will be refunded 100% of all monies paid to date by the Guest to the Owners.

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10. **EVENTS.** Events require prior written approval at the time of Booking with the Owners and special conditions apply that are in addition to those specified in this Agreement. The entirety of this Agreement applies to all Events held at the Property.

The number of people who the Guest is able to allow onto the Property as attendees to any Event must be agreed to in writing at the time the Booking is agreed with the Owners and must not exceed 30 people including the maximum of 10 people staying overnight at the Property. However numbers of guests and gatherings are strongly limited due to COVID-19 and the government mandated restrictions. The Guest is entirely responsible for ensuring that the correct numbers and restrictions are abided, and also that all event invitees abide by the conditions set out in this Agreement.

The Guest is required to provide the Owners, at the time the Booking is entered into, the particulars of all arrangements including, but not limited to:

- starting and finishing times in connection with the Event,
- catering arrangements,
- marquee or tents to be erected and decorations
- music arrangements (live or recorded)
- use of PA systems & speakers.

The Guest must ensure that nothing is nailed, screwed or adhered in any way to any wall, door or other part of the buildings, plants or trees unless prior permission is granted by the Owners.

The Guest is responsible for ensuring that suppliers adhere to the conditions in this Agreement. The Guest must ensure that the Property is not damaged in any way by suppliers or themselves as a result of holding the Event including, but not limited to, the lawns. Noise considerations need to be adhered to for all events (see **NOISE item #19**).

11. **FIRES.** Fires are not permitted anywhere on the Property with the exception of the wood burning stove in the main house.

12. **GUEST ACCESS.** Only the Rental Party and the Guest are permitted to access or stay overnight at the Property.

13. **HOUSEKEEPING.** There is no daily housekeeping service. While linens and bath towels are included in the Booking, daily maid service is not included.

14. **HUNTING.** Hunting, and hunting weapons of any kind, is not permitted on the Property.

15. **INDEMNITY.** The Guest, Suppliers members of the Rental Party indemnifies the Owner against any liability which may attach to the Owner as a result of damage, injury or loss being personal or proprietary suffered by any person where such damage, injury or loss has been contributed to or caused by any act or occasion of the Owner, Guest, Suppliers or members of the Rental Party or, in the case of an Event, any visitors or attendees.

16. **LIABILITY AND LOSS.** By signing and accepting this Agreement, The Guest, Suppliers and members of the Rental Party are expressly assuming the risk of any harm arising from their use of the Property or others whom they invite to use the Property.

17. **MOTORBIKES.** Motorbikes, scooters or quad bikes of any kind are not permitted on any part of the Property.

18. **NATIVE ANIMALS AND FAUNA.** Native animals must not be fed, chased or disturbed in any way. Fauna is not to be damaged, cut, sawed or in way damaged, removed, burned or destroyed. The Guest, Suppliers and members of the Rental Party must use their own firewood purchased prior to arrival at the Property.

19. **NOISE.** Disturbance to our neighbours, including excessive noise, is prohibited. The Guest, Suppliers and members of the Rental Party must ensure compliance with the prevailing Local Government Area and State Government noise restrictions applicable at the time of Booking. If the noise at the Property is over the following levels, a fine or notice may be issued to the responsible person by Queensland Police and/or Noosa Council – fines will be the responsibility of the booking Guest.

Permitted Noise Levels:

- 7am to 10pm – noise is no more than 70 decibels
- 10pm to midnight – no more than 10 decibels
- midnight to 7am – no noise heard.

If noise from an amplifier device is audible at an affected premises between the following hours, the responsible person (the Guest) may be issued a fine or notice:

- 10:00pm and 7:00am Monday to Friday
- 6:00pm and 8:00am on Saturday, Sunday, or public holidays.

If you are using a device at other times, you need to ensure the noise level is no more than 10 decibels (A) above the background level.

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You can help reduce noise by:

- planning the location and orientation of stages, audio systems and amplifier devices to face away from neighbours. Ensure that they therefore face towards the house ONLY
- we encourage NO amplification devices to be used.
- limit time of noise
- if possible, keep doors and windows closed if playing music etc indoors.
- If you are having live music or a band then this will only be allowed with the approval of the owner. The guest is required to seek approval at the time of booking.

20. **OTHER RESPONSIBILITIES OF THE GUEST AND RENTAL PARTY.** The Guest and all members of the Rental Party are responsible for all damage, breakages, theft and loss during the Booking. The Guest, Suppliers or members of the Rental Party must notify the Owners immediately if any of these events occur. The Owners reserve the right to recover from the Guest any costs associated with repairs or replacement incurred during the Booking by the Guest, Suppliers or members of the Rental Party. This right to recover is not limited by the amount of the Security Bond.

21. **OWNER ACCESS.** The Guest, Suppliers and members of the Rental Party shall allow the Owner, or their nominated agents or subcontractors, reasonable access to the property for purposes of repair and inspection during the period of the Booking.

22. **OWNERS LIABILITY.** The Owners are not liable or responsible for any financial or non-financial loss incurred as a result of injuries, illness or accidents that may occur whilst the Guest, Suppliers or members of the Rental Party are staying at or visiting the Property. The Owners are not liable or responsible for any acts of God that may limit some or all access and use of the Property during the Booking period including but not limited to water shortages or unavailability, electrical service faults, septic tank/system faults, fire or flood. If the Property is unavailable to the Guest, Suppliers or members of the Rental Party for reasons not related to actions or omissions on the part of the Guest, Suppliers or members of the Rental Party, the Owners may, at their discretion, refund amounts up to the value of the nights that the Property is not habitable (limited to the value of the Deposit and Final Payment). The Owners are not liable for any direct or consequential

loss incurred including, but not limited to, Suppliers (or their employees or property), other costs, direct or indirect, damages, accidents, expenses, emotional stress or harm that the Guest, Suppliers and members of the Rental Party may suffer or incur. The Guest, Suppliers and members of the Rental Party waive all responsibility for the theft, damage or loss of any goods brought onto the Property.

23. **PARKING.** Guest, Suppliers and members of the Rental Party are only permitted to park on the gravelled area in front of the garage or inside the garage. **No parking or driving on any grassed areas** or any area other than the driveway and the gravelled area in front of the garage.

24. **PAYMENT.** This section refers to payments made by Guests to the Owner where the Booking is made direct to the Owner or on a Third Party Booking Websites that do not allow Guests to pay direct via the Third Party Booking Website. The Booking Amount is invoice(d) to the Guest via email within 7 days of the date the Owner confirms to the Guest that the Booking has been accepted (also via email) and is payable within 7 days of the issuing date. If the start of the Booking is 60 days or less away from the date the invoice is raised, the entire Booking Amount is payable by the Guest on receipt of the invoice. For any Booking made more than 60 days before the start of the Booking start date, the Booking Amount will be requested by Invoice in two parts: Deposit, being 25% of the total Booking Amount, is invoice(d) to the Guest via email within 7 days of the date the Owner confirms to the Guest that the booking has been accepted (also via email) and is payable within 7 days of the issuing date. Final Payment, being 75% of the total Booking Amount, is Invoice(d) to the Guest via email within 67 days prior to the start of the Booking start date and is payable within 7 days of the issuing date. Failure by the Guest to pay the Booking Amount by the due date stated on the Invoice will result in the cancellation of the booking without notice or liability to the Guest

25. **PETS.** Prior written permission must be obtained by the Guest, Suppliers and members of the Rental Party from the Owners confirming that a pets is able to stay or visit the Property during the Booking period. The Guest, Suppliers and members of the Rental Party are responsible for ensuring that all pets are controlled at all times and do not breach noise restrictions. In addition, the Guest, Suppliers and members of the Rental Party are responsible for cleaning up any/all pet refuse. Pets must not enter the house at any time. The Guest, Suppliers and members of the Rental Party are responsible for

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ensuring that the pets do not cause any disturbance to any native animals.

26. **PROBLEMS OR COMPLAINTS.** In the case of any problem or complaint, the Guest, Suppliers and members of the Rental Party must inform the Owners at the earliest opportunity so they have the chance to rectify the situation as quickly and efficiently as possible. Any complaint, which cannot be resolved locally, must be notified in writing to Owners prior to departure from the Property. Failure to follow this procedure this may hinder the ability of the Owners to rectify the problem.

27. **RUBBISH.** There is no rubbish collection to the Property. All rubbish must be removed from the Property on departure and placed in the kerb side bins outside the front gate. If these bins are full, Guest, Suppliers and members of the Rental Party must remove all excess rubbish.

28. **SCHOOLIES.** Schoolies events are not allowed at the property.

29. **SECURITY BOND.** A Security Bond is required for all Bookings and is payable as part of the Booking Amount. The Owners agree to transfer to the bank account nominated by the Guest via electronic transfer within 7 days of the end of the Booking period 100% of the Security Bond less any deductions as described below. At the conclusion of the Booking period, the Owner will inspect the Property and deduct from the Security Bond, at the Owners complete discretion, amounts relating to any damage, loss or expense incurred by the Owners.

30. **SEPTIC TANK.** The house has a septic tank system. Do not place anything in the drains or toilets other than water, toilet paper and bodily waste! Fats, oil, tampons, nappies, baby wipes etc. will clog up the system and must not be placed in toilets or drains. The system will block in a matter of minutes and the Guest will be charged for the unblocking of the system.

31. **SMOKING.** Smoking is only allowed on the decks or in the garden. Ashtrays must be used ensuring that all cigarettes are carefully extinguished and butts are placed in rubbish bins.

32. **TERMINATION.** The Owners reserve the right to terminate this Agreement without notice to the Guest or Rental Party if any of the conditions in this Agreement are breached in whole or in part.

33. **USE.** Unless the Owners have provided prior written permission, the Property is to be used for the sole

purpose of providing holiday accommodation to the Guest and members of the Rental Party to the exclusion of all other uses.

34. **VISITORS.** Unless the Owners have provided written prior approval, under no circumstances is anyone permitted to visit or stay overnight at the Property other than the Guest and members of the Rental Party.

35. **WATER PUMPS, TANKS AND RETICULATION LINES.** Under no circumstances are Guests or members of the Rental Party to touch or interfere with any pumps, tanks or reticulation lines on the Property.

36. **WORKSHOP.** The workshop building close to the pool is not accessible to the Guest or member of the Rental Party.

37. **SUPPLIERS.** Guests must provide us with the details of any external Suppliers or contractors and their requested access requirements to us at least fourteen days (14) prior to the Booking Date. The Owners accept no responsibility or liability for your use of external Suppliers. The Guest warrants that all Suppliers, contractors or sub-contractors hold current workers compensation and public liability insurance.

DEFINITIONS

- Beach Stone House Web Site means the website for the Property used for direct Bookings by the Owners being <http://www.beachstonehouse.com/>. This web site address may be changed by the Owners without notice.
- Booking Amount means the Deposit, Final Payment and any other agreed rental, cleaning, Security Bond and other fees and charges included in the Invoice.
- Booking means the period from the arrival date to the departure date and also refers to the request for the use of the Property on these dates and the subsequent approval from the Owners as evidenced by an email approval and/or the payment of the Deposit.
- Deposit means an amount equal to 25% of the Booking Amount.
- Event means a function organised to be held on the Property that is attended by more than the maximum

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number of people allowed to stay at the Property (currently 10).

- Final Payment means an amount equal to 75% of the Booking Amount.
- Guest means the person who has entered into this contract with the Owners by contacting the Owners to request a Booking and/or the person who paid the Invoice. At the time the Deposit is paid, the Guest must be 18+ years old.
- Invoice means the request for payment sent to the Guest by the Owner seeking payment for the Booking Amount(s).
- Owners or Owner means Angus and Mary Bishop
- Property means Beach Stone House, 96 Teewah Beach Road, Noosa North Shore, QLD, 4565 and all its fixtures, fittings and equipment.
- Rental Party means the members of the group staying at the Property during the Booking period noting that the Rental Party must not exceed 9 people. For the purposes of Events, Rental Party includes all guests attending the event at the Property.
- Schoolies means high-school graduates who have week-long holidays following the end of their final exams in late November and early December.
- Security Bond means the amount paid by the Guest to the Owners and held as security.
- Terms and Conditions mean the content of this Agreement.
- Third Party Booking Website means a web site or sites authorised by the Owner from time to time to accept bookings on their behalf for this Property.
- Supplier means anyone (individual or business) who the Guest or members of the Rental Party has contracted with to provide services to them at the Property during the Booking period
- Bucks Events. Male only events related to (or not) a pre wedding celebration