

ANNEXURE [ **A** ]

## PART C RESIDENTIAL PROPERTY LEASE

### Special Condition for a Pet

Tenant:			
Lessor/ Lessor's Agent:	Benchmark Specialist Property Managers		
Address of Premises:			
Type of Pet:		Name of Pet:	
Age of Pet:		Registration Number:	

("Pet" refers only to the pet or pets referred to above).

**The Lessor and Tenant agree that the Tenant may keep the above Pet at the Premises on the following conditions:**

1. The Tenant must be a responsible pet owner, showing due care for the cleanliness of the Pet and the Lessor's Premises and for the amenity of the neighbourhood.
2. If the Premises are part of a strata scheme and the Strata Owners resolve that pets cannot be kept on the strata lot comprising the Premises then the Tenant must remove the Pet from the Premises.
3. If the Tenant breaches these conditions and fails to remedy any breach within 14 days after written notice of breach has been given then the Tenant must immediately remove the Pet from the Premises.
4. The Tenant agrees to abide by any laws or by-laws of the Local Government Authority relating to pets.
5. Any additional or replacement pets to the Pet must be approved by the Lessor in writing, and if approved, will be subject to these conditions.
6. The Lessor may at any time request, and the Tenant must provide, a photograph of the Pet.
7. The Lessor and Tenant agree that the Pet must:
  - a. be kept clean, quiet and controlled at all times,
  - b. be free from parasites and disease,
  - c. be domesticated,
  - d. not disturb neighbours, other tenants or other pets,
  - e. not wander unsupervised (except for a cat which must be kept indoors at night),
  - f. be toilet trained,
  - g. receive appropriate veterinary care where required,
  - h. be under control or on a lead when passing through any common property, so that the Pet does not disturb other tenants, their visitors or other pets.
8. The Tenant is responsible for keeping all areas where the Pet is housed and fed clean, fresh, safe and free from parasites.
9. The Tenant must promptly pick up and dispose of all faeces (pet droppings) in an appropriate bag and have them placed in a rubbish bin and wash away urine from outdoor areas.
10. The Tenant is liable for any damage or injury caused by the Pet to the Premises and will pay the Lessor for any costs or expenses incurred by the Lessor as a result of damage or injury to any person or property. Damage includes destruction or damage to garden, lawn, reticulation and courtyard areas.
11. The Tenant warrants that, having inspected the Premises, the fences at the Premises are adequate to enclose the Pet. If the fences are not effective at enclosing the Pet, then the Tenant must make alternative arrangements to accommodate the Pet.
12. If the fence is damaged (not by the Tenant or the Pet) and becomes inadequate to enclose the Pet, then the Tenant must (a) promptly notify the Lessors' Agent and (b) make alternative arrangements to accommodate the Pet, until the fence is repaired.
13. If the Pet is capable of carrying parasites that can affect humans then the Tenant agrees to increase the Security Bond by \$260 (Pet Bond).

Tenant's signature:			
Please print name here:		Date:	
Lessor/ Lessor's Agent signature:			
Please print name:	- Benchmark Specialist Property Managers	Date:	