

# AGREEMENT TO TERMINATE

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

### PROPERTY ADDRESS

### TENANT DETAILS

*Please complete all details*

Tenant 1 Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Tenant 2 Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Tenant 3 Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Tenant 4 Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

Email Address  
for ALL Tenants \_\_\_\_\_

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 Tenancy Agreement - \$ \_\_\_\_\_ 1 weeks rent + GST  
Compensation to the landlord
- 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 Tenant/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 Tenancy Agreement**

**TENANT NAME**

**Signature**

**Date**

**TENANT NAME**

**Signature**

**Date**

**TENANT NAME**

**Signature**

**Date**

**AGENCY NAME**

**Signature**

**Date**

**TERMS & CONDITIONS**

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