



# Exclusive Booking Agent Agreement

Owner Name  
Property Address

**Contract Details:**

<b>Services</b>	<b>Booking Agent Only</b>
<b>Rental Term</b>	x Months
<b>Property</b>	Address
<b>Start Date</b>	XX.XX.XX
<b>Renewal Term</b>	12 Months
<b>Management Fees</b>	As agreed in writing per the Schedule of Fees (Schedule 1)
<b>Availability Schedule</b>	As agreed in writing per the Owner Availability & Cancellation Policy
<b>Effective Date</b>	As of the date last signed by the Parties below.

**Parties:**

This Agreement is made between:

1. Dearie and Associates Pty Ltd (ABN 8116306283, Licence 10012045) at 3/536 Sydney Road, Seaforth, NSW 2092, trading as Property Providers (Agent), otherwise referred to as We/Our/Us in this Agreement; and
2. the party or parties, listed as the Owner (or respective authorised representative or Power of Attorney, where applicable) of the Property located at the address shown in Schedule 2, otherwise referred to as You/Your in this Agreement.

**Agreement:**

As described in the Contract Details, You agree, as the authorised Owner for the Property described in Schedule 2:

3. to engage Us to exclusively provide Services from the Start Date of the Rental Term and subsequent Renewal Term/s, and We agree to provide the Services on the terms contained within this document (Agreement);
4. that the Property is provided on a fully furnished basis;
5. for the Property to be licensed to guests to occupy the premises (Guest/s) for temporary accommodation purposes, where the Guest does not intend to use the Property as their permanent and/or principal place of residence and where a residential tenancy agreement does not apply; and
6. this Agreement will be automatically renewed 12 months after the Start Date (Renewal Date) for the Renewal Term if not terminated.

**Booking Agent Terms**

**Responsibilities of Agent:**

7. We will rent and conduct all rental listing and marketing activities, booking and finance for the Property, acting solely as a Booking Agent for Guests we secure.
8. We will use due care and skill in the performance of Our fiduciary duties and will keep You informed of relevant leads, proposals and rentals in relation to the Property. We will not make any intentionally false or misleading statements or representations to any person in relation to the Property or any rental.
9. We may advertise the Property for rent in any channel or method We see fit and charge You the Marketing Fee outlined in Schedule 1. We may choose to vary the rent depending on the marketing channel used. We retain the right to channel exclusivity, unless otherwise agreed in writing.
10. We are authorised to qualify and select Guests of suitable character and credit worthiness.
11. We will advertise and rent the Property for tariffs that in Our opinion reflect the prevailing market conditions, and approximate tariffs of comparable rental properties, unless expressly instructed by You and agreed in writing by Us. Rents will be determined based on season, length of stay, supply vs demand, exchange rates and marketing channel/model.
12. We are authorised to take bookings for the Property during the periods shown in the Property Availability Schedule or as otherwise agreed in writing and for booking requests up to twelve (12) months in advance, and We will notify You in writing by email of all pending, confirmed or cancelled bookings.
13. We are authorised to collect and hold in trust all booking tariffs, security deposits, rental deposits and any other monies due and to issue receipts for such monies upon request. Our receipt for the deposit shall be deemed to be an agreement to supply the Property to rent between You and the Guest.
14. Following the receipt of the balance of payment, we will supply Your contact details to the Guest and/or the Guest contact details to You, and from this point our correspondence and booking services between Us and the Guest ceases (Handover).
15. We are authorised to renew a rental contract, make date amendments and cancel rental contracts for the Property on Your behalf.
16. We will conduct a preliminary review of the Property for sales and marketing purposes. We are not obligated to check/count inventory or conduct exhaustive inspections or long-term leasing compliant condition reports before or after the Rental Term or between Guest stays. We are not obligated to execute inspections of the Property for prospective Guests stays. Where an inspection is arranged by Us and agreed by You, We are authorised to carry out this inspection as long as the Guest is accompanied by Us.
17. We reserve the right to take action, including but not limited to the prosecution of legal proceedings, to recover outstanding rent, tariffs and/or fees for loss or damage to any part of the Property and/or furnishings thereof; and, in consultation with You, to compromise, settle and release any such legal proceedings or lawsuits. We will perform our duties and obligations under this agreement in a professional manner and having due regard to Your interests as Property Owners/Investors and will keep You informed of any reasonable or significant actions and events pertaining to the rental of the property.

**Collection, Authority to Deduct Fees and Disbursement:**

18. We are authorised by You to collect all rents and/or tariffs as they become due and hold these on Your behalf; deduct all applicable fees, charges and commissions outlined in Schedule 1 of this Agreement and any other applicable expenses; pay the net rent or tariff into Your nominated bank account (provided that We withhold an amount of \$500 to cover any anticipated charges occurring within 30 days of the disbursement date); and provide You with a monthly statement of receipts, disbursements, fees and charges. If at any time, amounts payable exceed the balance of the monies held in trust, You agree to enable us to deduct the funds from the credit card supplied to Us to pay the excess amount.
19. You will be remitted the net rent into Your nominated bank account on or before the 8th of each month calculated pro-rata by day for the previous month. All funds will be transferred into the bank account nominated in Schedule 2.
20. Where authorised and instructed to pay invoices relating to the Property. We will pay such invoices on Your behalf from monies received and held in trust, as agreed in writing.

21. We are authorised to allocate the funds of the booking security deposit and disperse back to the Guest if You have not reported any loss or damage to the Property within 24 hours of the Guest's departure. We are authorised to in good faith hold money within the property ledger if We are aware of a pending guest/tenant compensation request/claim until it is resolved.
22. You may request a special disbursement of funds from Us, charged as per Schedule 1, however You agree that We cannot release any funds for booking revenue that has not been actualised.
23. You may request additional statements upon request for the fees shown in Schedule 1.

#### Property Maintenance and/or Repairs:

24. If repairs or maintenance is required and You do not respond or resolve the with Guest for more than 5 working days, or in an emergency, and You have not nominated an Emergency Contact, We may act on Your behalf and Our Booking Agent Labour Rates per Our Labour Rate Card will apply.
25. We reserve the right to choose the most appropriate contractor to attend to Property repairs. If preferred tradespeople have been supplied by You, We will Use Our best endeavours to engage Your preferred supplier, however if this supplier is not available within a reasonable timeframe, We will engage an alternative contractor as determined by Us for the safety and reasonable satisfaction of the Guest.
26. If an emergency repair is not able to be repaired within 48 hours, and all reasonable measures to resolve the issue have been made, the Guest may exit the Property and is entitled to a full refund for any unused stay. Any refunds on the unused stay are not payable to You. Our fees, charges and associated costs will still apply.

#### Agent's Fees, Charges and Expenses:

27. We are entitled to the fees and commissions as shown in Schedule 1 which are payable by You to Us for services provided under this Agreement.
28. We are entitled to reimbursement of all expenses directly related to the booking and management of the Property, including but not limited to deductions debited by banks or other financial institutions against Our account; annual Marketing fee; credit card merchant processing charges (charged at 0.5% or 0.005 points of the total rent or tariff amount); out of pocket expenses; and preparing account statements.
29. Should We receive any notification from any bank or third party that the funds paid by the Guest have been reversed or disputed for any reason including, but not limited to, the Property inventory, Property features or fraud, we reserve the right to charge You the cost of any chargeback fee and/or costs for administering this dispute.
30. We are entitled to charge for all Labour costs as per Our Labour Rate Card, for any out of the ordinary activities carried out on Your behalf, including but not limited to, accessing the Property for abnormal and rare issues. This includes the call out fee plus transportation to/from the Property and any direct costs.
31. We are entitled to charge Guests for supplied services including but not limited to airport transfers, internet access, baby equipment and other concierge services.
32. We are entitled to charge a cancellation fee as per the Owner Availability and Cancellation Policy.
33. We retain exclusivity over all Guests we refer to You for up to 12 months from the date of the introduction or Guest exit, whatever is the latest. We retain the right to charge our fees and charges on any subsequent amendments, extensions or future bookings or rental agreements made between You (or your authorised representative) and Our Guest.
34. Any amounts referred to in this Agreement, including reimbursement of expenses, are expressed exclusive of the Goods and Services Tax ("GST") at the rate of 10% (the current rate). If the current rate is increased or decreased, the parties agree that any amounts referred to in this Agreement will be varied accordingly.
35. We disclose that We may receive rebates, discounts or commissions from third parties.
36. Should it be identified that We are not the exclusive provider of the Services, and/or We have not been notified in writing nor agreed to a variation in this Agreement, up to one quarter surcharge will apply for Our Services.
37. All fees and charges in this Agreement cannot be varied except as mutually agreed in writing or after We provide You with 30 days written notice of a change to this Agreement and/or Schedule of Fees.

#### Responsibility of Owner:

38. You agree You will not engage another agent or property manager to market or manage Your Property without Our written permission.
39. You must advise Us in writing of all sales and marketing activities related to the Property. You agree to maintain price parity and only use only agreed channels to not conflict with Our sales and marketing efforts. If Your marketing efforts override Ours, during the term of this Agreement, we retain the right to charge Our fees and charges for Our management effort.
40. You will arrange and manage all Property operations at all times, including cleaning, housekeeping, linen supply and repairs and maintenance. You agree We are not responsible for any property management services, including but not limited to, the general upkeep of the Property, repairs or Guest inquiries or disputes from the point of Handover, unless expressly agreed by Us in writing prior to a Guest arrival.
41. You will manage all Guest services from the time of Handover until after their security deposit is finalised. This includes all Guest communications from the point of final payment prior up to their arrival, during their stay and on exit, including after hours and emergency contact, and negotiating or mediating disputes.
42. You agree for Guests to access the Property and Use everything contained at the Property, including but not limited to furnishings, fittings, personal items left unsecured in the Property, pools and gardens. You must supply suitable furniture, fittings, furnishings including pillows, doonas/duvets, valances/base linen, accessories and kitchenware suitable for a Guest stay, otherwise any missing or depleted items will be charged at cost plus applicable labour.
43. It is Your responsibility to secure or remove all personal items of value and sentiment prior to Your departure and Guest check in. If a Guest cancels their booking due to excess personal items being left in the Property, Our commission for the entire booking and all direct costs, fees and charges will still apply. If We can retain the Guest at the Property, additional charges may apply to remove/pack/store excess personal items.
44. Items left within the Property are left at Your own risk and You relinquish any liability for items left where a Guest has easy access to, including but not limited to attics, garages, storage areas or any other space that is not securely locked or obviously secured.
45. You acknowledge and accept that fair wear and tear is reasonably expected on the Property and to all items left within it for Guest use. You are responsible for any cost to repair items due to fair wear and tear. The Guest is responsible for negligent, irresponsible or intentional actions that cause damage to the property. Fair wear and tear is the deterioration that occurs over

time to the Property, including damage that occurs through extended regular use as a normal result of occupying a property. Negligence means damage that could have been avoided with proper care.

46. You are responsible for providing and maintaining suitable and adequate insurance for the Property and Guests. This insurance must cover Your liability for third party injuries and death for short term rental stays within the Property. You are to provide a copy of the insurance policy to Us upon request. We are not liable for any damages, theft or losses to the Property or any loss or injury to Guests or visitors' whilst occupying the Property or failure to identify or attribute such damage or losses to a particular rental. If there is damage, theft or losses, You are required to advise Us within 24 hours of the Guest's departure of the Property.
47. You are responsible for providing access to the Property to the Guest and maintaining Your Property's security systems. If access to the Property is restricted, which is outside of Our or the Guest's control, You will be charged any costs incurred to relocate/compensate Guests.
48. You are to complete and keep accurate instructions about your property, its contents and neighbourhood, including emergency contacts and supply this to the Guest either digitally and/or within the Property.
49. You are responsible for the provision, maintenance and payment (unless otherwise agreed in writing) of the following at the Property, including but not limited to utilities, Owners corporation levies, television, phone and/or internet set up fees and ongoing charges or repairs, regular garden and pool maintenance, pest control, electrical safety switches, smoke alarms and maintenance, garbage removal/bin collection costs (private homes only), mail collection, and local government rates and other government levies. For the avoidance of doubt, We are not responsible for resolving internet issues, however any time (including attendance to the property) to help resolve internet problems and/or technical difficulties will be charged as per Our Labour Rate Card.
50. It is Your responsibility to ensure that all risks and hazards in the Property are addressed prior to Guests arriving and that any risks that cannot be addressed are raised with Us for appropriate action. Any costs associated with such risks are Your responsibility.
51. If at any time the Property becomes unsafe or unfit for occupation due to infestation, public health risk (including but not limited to infectious diseases, mould or asbestos exposure), construction, damage or destruction by extraordinary weather conditions or other natural catastrophes, which is outside of Our or the Guest's control, We reserve the right to cancel booking and You will be charged any cancellation fees and/or costs incurred to relocate/compensate Guests.
52. It is Your responsibility to comply with any applicable legislation and/or strata bylaws regarding the Property, including but not limited to relevant [NSW Planning regulation](#), the [Short Term Rental Accommodation Code of Conduct](#) and Swimming Pools Act 1992. Where Guests have access to a pool at the Property, You must supply us with a copy of a valid swimming pool compliance certificate/safety certificate.
53. You agree to advise Us in writing of any material facts about the Property and understand that as representatives of the Property, We are obliged to pass these facts onto any prospective Guests.
54. It is Your responsibility to verify all information about the Property used in Our listing for marketing purposes to make sure it is correct and does not misrepresent the Property. You must advise Us in writing of any changes or omissions to the Property's advertised features, bedding configuration or inventory prior to any rental being confirmed. If You do not notify Us of changes or omissions, and this results in costs to relocate or compensate the Guest, You will be liable for such costs and/or charges.
55. It is Your responsibility to ensure the property is supplied in a state which is consistent with the listing or description of the property used in Our advertising.
56. You must keep us informed of Your current email address and any changes to Your email address to enable us to advise You of the status of all existing and new Guest bookings.
57. Any occupancy where the length of stay is up to 179 nights at the time of the initial booking will be managed under this Agreement. Any subsequent extension where the Guest intends to use the Property for temporary accommodation purposes is considered a new booking.
58. Any occupancy, where the length of stay is 180 nights or more at the time of the initial booking; or where a Guest intends to occupy the Property as their principal place of residence, a NSW Residential Tenancy Lease and a Long Term Management Agreement will apply, which falls outside of the terms of this Agreement. If a lease is created during the term of this Agreement, a letting fee will also apply, in addition to the fees and charges under this Agreement.
59. You have the right to occupy the Property by reserving periods for Your (or Your guest's) use, provided that such periods have not already been booked by Us, and provided that such periods are confirmed in writing by Us. You must keep Us informed of the Property availability at least 90 days in advance and any changes to this availability must be notified in writing to Us.
60. You must notify Us prior to a rental confirmation or within 14 days of placing the Property for sale or change of usage, whatever happens first. Applicable cancellation fees may apply as per the Owner Availability and Cancellation Policy.
61. You are responsible for allowing all Guests peaceful enjoyment of the Property. You, or any other person under Your instructions, must not enter the Property if a Guest is staying, unless You have gained written approval from the Guest.
62. You are responsible for the payment of all applicable fees at the rates shown in Schedule 1. You agree to supply Us with a valid credit card for any applicable fees, charges or expenses. We will charge this credit as shown in Schedule 1 or where there are insufficient funds to deduct from the Property ledger. Credit card details will be stored securely and will only be used for amounts outstanding or payable to fulfil the obligations of this Agreement.
63. You are responsible for claiming GST, where applicable.
64. You acknowledge that any financial or investment advice provided by Us to You is of a general nature only and such preparation does not take into account Your individual circumstances, objectives, financial situation or needs. You are advised to consult with an independent financial and/or investment advisor.
65. You agree that you have read and understood [Property Providers policies](#), which may be updated, without notice, at any time.

#### Successors and Assigns:

66. This Agreement shall be binding on and ensure for the benefit of the successors and assigns of the Agent and the heirs, administrators, successors, and assigns of the Owner, provided that the Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of the Agent's business.

#### Variation:

67. The parties agree that any variation of this Agreement shall only be effective if agreed in writing by each party or their representative.

#### Termination:

68. This Agreement may be terminated as follows by a party who has given the other party written notice:

Property Providers Tel: +61-2-9969-7599 | Fax + 61-2-9969 7949 P.O. Box 183 Spit Junction NSW 2088  
ABN 81163062833

- (a) by You, with 60 days notice, if We have not rented the Property within 90 days after the Effective Date;
  - (b) by You or Us, at least 60 days prior to the Renewal Date;
  - (c) a breach of this Agreement and such breach has not been remedied within 60 days or as otherwise agreed in writing;
  - (d) by mutual agreement between the parties after 60 days notice.
69. Termination does not affect the rights of a party accrued as at the date of termination. Upon termination, You shall pay Us any fees, commissions and expenses due to Us under the terms of this Agreement, including but not limited to any Property Management Fees owed on confirmed forward bookings, a Labour Charge for the migration of bookings and applicable cancellation fees.

**Indemnity:**

- 70. You will hold and keep Us indemnified against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever, which may be taken or made against Us in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of the Agent.
- 71. Neither party to this Agreement shall be responsible to the other party for any direct or indirect non-performance or delay in performance due to circumstances beyond the control of the non-performing party, including, without limitation, acts of God, acts of Government, public health risks, war, terrorism, riots, strikes or other causes beyond the reasonable control of the parties.

**Privacy Policy:**

- 72. We Use personal information collected from or about You and the Property to perform Our obligations under this Agreement. We may also Use such information collected to promote Our services and/or to seek potential clients. If the information is not provided or You opt out, We may not be able to act on Your behalf effectively or at all.
- 73. We may disclose information to other parties only as required to perform their duties under this Agreement or as otherwise allowed under the Privacy Act 1988. Other parties may include advisors, media organisations, property data service providers, potential Guests, tradespeople, corporations, valuers, government and statutory bodies, and to third parties as required by law.
- 74. If You would like to access Your personal information or withdraw your consent, You can do so by contacting Us at the address and contact numbers contained in this Agreement. You can also correct this information if it is inaccurate, incomplete or out-of-date.

**Confidentiality:**

- 75. Each party acknowledges that the confidential information of the other party is secret and valuable and agrees not to use it, and not to disclose it to any person, other than as necessary for the express purposes of this Agreement (where such disclosure must in turn be governed by a non-disclosure confidentiality agreement no less restrictive than this Agreement) or as required by the law.

**Authority and Acknowledgement:**

- 76. You warrant that You have authority to enter into this Agreement and acknowledge being served with a copy of this Agreement, which represents the entire Agreement between the parties in relation to its subject matter.
- 77. The parties acknowledge this Agreement is governed by the laws of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the New South Wales courts in respect of all matters relating to this Agreement.

**Signed by the parties as an Agreement:**

**Owner:**

Signature	Print Name	Date
Signature	Print Name	Date
<b>Agent: Don Binkley</b>		<b>5/01/23</b>
Signature	Print Name	Date

## Schedule 1: Schedule of Fees\*

All fees and services exclude GST and only apply to short term booking agent agreements.

### Management Services

<b>Initiation Fee</b>	<p>A one-off, initiation fee includes a property assessment and inspection; scheduling photography, copywriting, managing advertising; tariff setting; integration with guest booking software; and owner briefings and software training. This fee is deducted from your nominated credit card within 5 working days of the Effective Date or automatically deducted from the first disbursement.</p> <p>If, at any time, a lease applies, a letting fee will also apply, unless otherwise agreed. For a tenancy greater than 6 months and less than 12 months, a 1 week letting fee will apply. Any tenancy for 12 months or more, a 2-week letting fee will apply.</p>	\$1000 (remitted until after 1 <sup>st</sup> booking)
<b>Letting Fee</b>	Where a NSW Residential Tenancy Lease and a Long Term Management Agreement applies for a tenancy greater than 6 months and less than 12 months, a one week letting fee will apply. For a tenancy for 12 months or more, a two week letting fee will apply.	
<b>Booking Sales Commission#</b>	A Booking Sales Commission covers lead sourcing/prospecting, enquiry management and inspections (where required). It is charged only on occupancies of less than 6 months.	13%
<b>Annual Marketing Fee</b>	We select various local and international online channels and owned databases to market the Property. There is a minimum commitment of 12 months for each package. <u>The Marketing Fee is deducted from Your nominated credit card within 5 working days of the Effective Date and 30 days prior to each Renewal Date.</u>	Package to be agreed
<b>Owner Booking Fee</b>	To organise logistics and operations a booking fee will apply to all reservations that the owner organises for themselves or their guests. The Owner will also be charged the full cost for cleaning and linen for these stays.	\$165/booking
<b>Banking</b>	<ol style="list-style-type: none"> <li>Monthly Sundry Fee per disbursement/statement.</li> <li>Special disbursement fee outside our regular payment process and end of year financial year reconciliation and statement per request.</li> </ol>	<ol style="list-style-type: none"> <li>\$7/mo</li> <li>\$50</li> </ol>
<b>Legal and Tribunal Fee</b>	You will be charged all costs for any escalation to NSW Civil and Administrative Tribunal (NCAT) including a hearing preparation fee; hourly labour costs (4 hour minimum); all hard costs billed at cost.	\$400 fee \$100 / hr labour

- \*Note: All fees and charges are subject to change based on market conditions and supplier rate changes. These apply in addition to any applicable fees or charges payable under a long-term management agreement.
- # Commissions are calculated as a percentage of the total gross revenue, each time a rental is actualised. Commissions are industry standard and paid monthly arrears (pro-rata) to allow for Guest changes, amendments, cancellations, and extensions to the rental. If the total availability of the property reduces to less than 3 months per year as a result of a situation that is out of our control (e.g. property sold, renovation etc). Our commission will revert to seasonal property classification, which is 10% p property management + 10% booking sales commission on all gross revenue.
- Please review [Owner Policies for Short-Term Stays](#) for more information/context

## Schedule 2: Owner Details

<b>Owner:</b>	<b>Owner 1 - Full name:</b>	
	Owner 2 - Full name:	
<b>Owner Contact Details:</b>	<b>Address of Property to be Managed</b>	
	Address:	
	Suburb:	State:                      Postal Code:
	<b>Residential Address</b>	
	Number & Street:	
	Suburb/City:	State:                      Postal Code:
	Country:	Phone:
	Mobile:	Email:
<b>Emergency Contact:</b>	Name:	Email:
	Phone:	Mobile:
<b>Power of Attorney (if applicable)</b>	Name:	Email:
	Phone:	Mobile:
<b>Body Corporate (if applicable)</b>	Manager of Body Corporate:	
	Name:	
	Address:	
	Phone/Mobile:	Email:
<b>Credit card</b>	Card Number:	
	Card Holder Name:	
	Expiration Date:	CWV:
<b>Financial Institution:</b>	Bank name:	BSB/Sort Code:
	Account Number:	IBAN (if applicable):
	<i>For transfers/deposits into an international bank account, where the credit card or account is not the same name/entity of the property ownership, please contact <a href="mailto:accounts@propertyproviders.com.au">accounts@propertyproviders.com.au</a></i> <i>Please note: Please do double check the details that you provide as we do not accept any liability for incorrect numbers or transposition errors.</i>	

I/we authorise Property Providers to deposit rent into the above account and to charge the nominated credit card the applicable fees and expenses as shown in Schedule 1 or where there are insufficient funds to deduct from the Property ledger.

**Owner:**

Signature	Print Name	Date
Signature	Print Name	Date