

SHORT TERM ACCOMMODATION AGREEMENT

I. THE PREMISES. MILHaven 23 Ferny Avenue Surfers Paradise. A Chevron Renaissance apartment with 2 Bedrooms, 1 Bathroom, Kitchen and Living Area.

II. TERM. The Occupier / Guests shall have access to the Premises under the terms of this Agreement for period that was indicated in their signed agreement.

III. QUIET HOURS. Occupier must reside on the Premises with respect to the quiet enjoyment of the surrounding residents and guest. Quiet hours begin at 10:00 PM each night and continue until sunrise. Quiet hours consist of no music and keeping all audio at a minimum level out of respect for the surrounding.

IV. OCCUPANCY. The total number of individuals staying in the Premises overnight shall be a **maximum of 4 guest**. If more than the authorised number of guests listed above are found on the Premises, this Agreement will be subject to termination.

V. TOTAL NUMBER OF BOOKED GUEST. The total number of individuals staying overnight in the Premises shall be the same number that has been booked in the booking platform. Additional charge will apply if the occupants is more than the number booked.

VI. BOOKING PAYMENT. Bookings should have been paid in full prior to arrival/check in, which can either be done through a 3rd party like Booking.com or if you booked directly; through MILHaven at Chevron Renaissance Tower.

VII. UTILITIES. Utilities like electricity, water including hotwater for shower is provided for in the premises during your stay. WIFI and Netflix is available as part of the service. But please be advise that we cannot guarantee that this service will be uninterrupted as it is beyond our control.

VIII. SECURITY/DAMAGE BOND. A refundable bond of **\$300AUD** is required for each booking. And covers any damage or theft that may occur during the occupied dates. These can be paid via bank transfer at the day of check in or prior to check in. If you leave outside of Australia or prefer not to pay the amount; then details or photo of your credit card will be collected and by signing this agreement you allow or consent for us taking this details or photo and deducting from said credit card if damage/s or loss within the property is found on your stay. Transferred bond will be refunded in full to the occupier's bank account within 24 hours, after the unit has been checked and no issues were found.

IX. HOUSE RULES.

- Pets are not allowed.
- Smoking/Vaping is not allowed.
- Parties / Events are not allowed.
- Refer to the **BLUE OCCUPIER'S GUIDE** in the apartment as this forms part of the complete house rules.

X. PARKING. Only 1 Parking space is reserved free of charge for the occupier. You agree to enter the car park at your own risk. MILHaven at Chevron Renaissance Tower, it's owner and partners does not accept any responsibility for damages or loss to your property or property belonging to someone else.

XI. CLEANUP. If the premises qualifies for a "deep cleanup" due to the amount of wear and tear and the mess left behind by occupiers then a fee of \$150 will be deducted from the Security/Damage deposit. The unit is not serviced and thus there is no housekeeping everyday. We do offer 1 complimentary house keeping mid stay (either 3rd or 4th day) for every 7 days stay.

XII. EMERGENCY SERVICE FEE (TRIGGERED FIRE/SMOKE ALARMS). The registered guest/occupier agrees to pay any Emergency Service Call-out Fee charged for false alarms. This fee includes circumstances relating to smoking and cooking where the smoke alarm is triggered. Guests are advised to:

- Use the range hood when cooking
- When your **cooking** got **burnt** please **do not open the main door** to disperse the smoke; open the glass sliding doors instead

The unit fire/smoke alarm inside is not connected to the building and it can be hushed by using the control panel at the right side of the fridge beside the intercom.

XIII. PERSON TO CONTACT. For any concerns regarding the property:

Contact Name : Cynthia Millar

Contact No. 0418986386

Email : info@milhaven.au

XIV. RUBBISH REMOVAL. All guests are responsible for removing the rubbish generated during their stay. 2 Bins are provided under the sink. The smaller one is for general waste and the big bin is for recyclable items. There is also 1 provided inside the bathroom. A garbage chute is provided on each floor to remove rubbish from the unit; located across the emergency exit beside the elevator. Garbage bags are provided in the unit for replacement.

Please be mindful not to squeeze big sized rubbish like big card board boxes etc inside the garbage chute as it may cause blockage. Big bins are provided for big size rubbish that does not fit the garbage chute. They are located near the automatic sliding door at the 2nd floor where residents parking is.

XV. DAMAGE & LOSS. The occupier agrees to replace or pay for any items that were damaged, broken or lost during their stay if the amount cannot be covered by the Security Deposit.

XVI. LOST FOB/KEY/PARKING CARD.

- Lost Fob - \$35
- Lost Key - \$35
- Lost Parking Access Card - \$65

XVII. KEYS/FOBS/ACCESS CARD. Two set of keys will be provided to the occupier. (2 Fobs, 2 Unit Keys, 1 Safe Key and 1 White Parking card.

XVIII. EVICTION. MILHaven and/or Chevron Renaissance Tower officials reserves the right to refuse entry or evict to the unit, resort and its facilities guest or visitors that engage in activities that endanger the safety of other residents and guests. Guests who are evicted will be blacklisted from all MILHaven at Chevron Renaissance Tower locations and we may choose to notify the police. A guest is subject to such eviction and shall cause immediate termination of this Agreement with no refunds should the following (but not limited to) occur:

- Intoxication and unsavoury behaviour
- Overcrowding, or when the number of persons in the unit exceeds the capacity
- Physical or verbal assault towards resort representatives, residents or other guests
- Wilful damage to MILHaven and Chevron Renaissance Tower property
- Any incident for which the police need to be called onto the premises
- Any behaviour that poses a safety threat to others
- Ignoring advice to reduce excessive noise (music or other noise)
- Throwing of objects over the balcony or windows

- Smoking/Vaping within the unit (**Lost of Full Security Bond**)
- illicit drug use
- illegal sexual behaviour

XIX. SECURITY AND LOSS PREVENTION. The Chevron Renaissance Tower buildings takes security seriously. With fob access in most areas and restrictions on floor levels that each fob can access. There is also 24 hours CCTV and security officers within the premises. The whole complex does its best to ensure the security of its guest so we ask you to do the same. MILHaven at Chevron Renaissance Tower takes no responsibility for any personal possessions lost, stolen or misplaced whilst on the premises.

XX. RIGHT OF ENTRY. If there's legitimate cause for concern or if the guest has not been seen nor been able to be contacted over some time, MILHaven or Security officers of Chevron Renaissance Tower reserves the right to enter the premises to ensure the safety and comfort of all guests is in order.

XXI. USE OF PREMISES. The occupier shall use the Premises for residential use only. The occupier is not authorised to sell products or services on the Premises or conduct any commercial activity.

XXII. UNACCOMPANIED MINORS & MANDATORY AGE REQUIREMENTS. You must be 18 years of age or over to book and register as the primary guest to stay at our unit. Any guests under the age of 18 are considered a minor and must be accompanied by a responsible adult and act as the parent or legal guardian who has parental rights and responsibilities for any guests under the age of 18 at all times throughout the booking duration. If a person under the age of 18 years is found not accompanied by a registered adult over the age of 18, MILHaven will contact the primary registered guest to determine why the unaccompanied minor has been left unsupervised within the hotel. If a legitimate response is not established, MILHaven reserves the right to refuse entry with the total booking amount being forfeited. MILHaven will not be responsible for any injury caused to an unsupervised minor staying in the premises, nor can we provide the service of supervising and caring for a minor during their stay.

XXIII. POSSESSIONS. Any personal items or possessions that are left on the Premises are not the responsibility of the unit owner and their partner. The unit owner shall make every reasonable effort to return the item to the occupier. If claims are not made within two (2) weeks, the unit owner shall dispose of the item in any way that suits them.

XXIV. UNIT OWNER'S LIABILITY. The occupier and any of their guests hereby indemnify and hold harmless the unit's owner against any and all claims of personal injury or property damage or loss arising from the use of the Premises regardless of the nature of the accident, injury or loss. The occupier expressly recognises that any insurance for property damage or loss which the owner may maintain on the property does not cover the personal property of occupier and that occupier should purchase their own insurance and for their guests if such coverage is desired.

XXV. ATTORNEY'S FEES. The occupier agrees to pay all reasonable costs, attorney's fees, and expenses that shall be made or incurred by the owner enforcing this agreement.