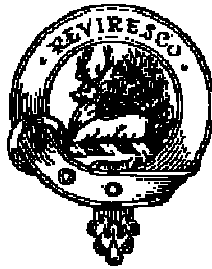


**NOORLA PLACE
ACCOMMODATION**

ALBURY



2010

**LODGING AGREEMENT
AND
SCHEDULE OF CHARGES**

344 Eden Street
Lavington
NSW 2641

Telephone/Fax: (02) 6025 2089
E-mail: noorla@dragnet.com.au

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General Introduction

1. Noorla Place is a privately run student accommodation facility operating in close association with the Student Services Unit at Charles Sturt University and the Student Liaison Officer of the CSU Student Association.
2. The first units at Noorla Place were built in 1989 - 1990 and were first occupied by students in February 1990. In 1993 adjoining land was purchased to facilitate car parking and to provide for future expansion. A further building has been erected and is now occupied by returning students.
3. Noorla Place is not a boarding house or a hostel. It is a living arrangement which provides quality accommodation and an environment most conducive to study.
4. Operating on the assumption that students are mature, intelligent and motivated, residing at Noorla Place allows students to enhance their goal of higher education through contact with others who are undergoing the same experiences.
5. Noorla Place provides quality accommodation in a complex of ten separate living units, each containing bed study rooms and a common area, (lounge, kitchen and bathroom). The Management endeavours to maintain a low profile where possible. However, as the owner/managers also reside in the complex, the activities and behaviour of the lodgers are under observation and any decisions or directives from the Management are to be adhered to without question.

Schedule of Charges 2010 Fee for Academic Year (36 Weeks)

Fees are \$3,240.00, \$3,420.00 and \$3,780.00 depending on room size and location (\$90.00-2 rooms only, \$95.00 & \$105.00 per week)

Payment by One Instalment

Due Date: 22 February 2010

Attracts 10% discount **only if paid by 1 March 2010**

Payment by Two Instalments

Due Dates: 22 February 2010
28 June 2010

Attracts 7% discount **only if paid by 1 March 2010 and 5 July 2010 respectively**

Payment by Four Instalments

Due Dates: 22 February 2010
26 April 2010
28 June 2010
23 August 2010

Attracts 5% discount **only if paid by 1 March 2010, 3 May 2010, 5 July 2010 and 30 August 2010 respectively**

DISCOUNTS ONLY APPLY IF PAID BY DATES SHOWN

Payment by week is to be in advance commencing 22 February 2010 and continuing for 36 weeks.

Special Notes

In order to be allocated a room, lodgers are required to pay a non refundable registration fee of \$50.00, a deposit of \$350.00 and the required amount of occupation fee for the room allocated. The Lodging Agreement, Guarantee, and Next of Kin Form are also required.

The deposit will be refunded approximately four weeks after the end of the fixed term of this Agreement provided there has been no damage in the unit during the lodger's stay and the unit is left in the same condition as at the beginning of this Agreement.

No deposits will be refunded until this Agreement is ended, all keys are returned, all lodgers have left that unit and the unit is thoroughly cleaned (including inside windows).

At the end of this Agreement, lodgers are to notify the University, Australia Post, Banks, etc of their new address and that they no longer reside at Noorla Place. Any mail received after the termination of this Agreement may be collected at Noorla Place

REGISTRATION FEE AND DEPOSIT WILL NOT BE REFUNDED IF ROOMS ARE NOT TAKEN UP

Lodging Agreement

THIS AGREEMENT is made on / / 2010 at Albury

Management: Donald Eric Maxwell and Suzanne Margaret Maxwell
344 Eden Street
Lavington NSW 2641

Lodger:

Subject to the terms of this Agreement the management gives the lodger the right to occupy Room No. and the right to use Common Area No. The lodger may also use the parking areas.

No more than one (1) person may occupy the room.

Occupation

Fee: The occupation fee is payable in advance by the lodger in the amounts and on the dates as specified in the Schedule of Charges to the management or the management's agents at 344 Eden Street, Lavington or any other reasonable place the management names in writing or into an account named by the management.

Term: The term of this Agreement is **36 weeks** beginning on **22 February 2010** and ending on **1 November 2010**.

Registration Fee: A non-refundable registration fee of **\$50.00** must be paid by the lodger to the management or the manager's agent on or before signing this Agreement.

Deposit: A deposit of **\$350.00** must be paid by the lodger to the management or the management's agent on or before signing this Agreement.. Should the lodger not take up residency, this deposit will be forfeited.

THIS AGREEMENT

1. The management agrees to give the lodger:
 - 1.1 A copy of this agreement signed by both the lodger and management as soon as reasonably practicable.

Occupation Fee

2.
 - 2.1 The lodger agrees to pay occupation fees on time.
 - 2.2 The lodger's guarantor will be notified if any arrears in occupation fees exceed four weeks fees.

Payment of Council Rates, Water Rates, Electricity and Other Charges.

3. The Management agrees to pay:
 - 3.1 Council Rates
 - 3.2 Water Rates
 - 3.3 Land Taxes
 - 3.4 Electricity charges for house power and light except for:
 - 3.4.1 Electricity used in bed study rooms and common areas of the assigned unit in excess of \$6.00 per lodger per week for term of the agreement
 - 3.5 Charges under any other Act for the lodging premises
4. The lodger agrees to pay:
 - 4.1 For his/her share of electricity used in the bed study rooms and common areas of the assigned unit in excess of \$6.00 per lodger per week for the term of the agreement
 - 4.2 Any other charges set out in the additional terms of this Agreement.

Possession of the Premises

5. The Management agrees:
 - 5.1 To make sure the premises are available so the lodger can move in on the date agreed; and
 - 5.2 There is no legal reason that the management knows about, or should know about when signing this agreement, why the premises cannot be used as a lodging for the term of this agreement.

Lodger's Right to Peace and Privacy

6.
 - 6.1 The management will not interfere or cause any interference with the reasonable peace, comfort and privacy of the lodger.

Management's Right to Peace and Privacy

7. The lodger agrees:
 - 7.1 To respect the management's right to peace, quiet enjoyment and privacy of their premises.
 - 7.2 Not to enter the area of the management's private premises without the permission of the management.
 - 7.3 **The lodger acknowledges that the swimming pool area is in the management's private area. Use of the pool is strictly with the management's permission and is confined to the hours of 10am to 8pm. Guests and/or visitors of the lodgers are not permitted in the pool area. No alcohol is to be consumed in the swimming pool area. No bottles or any glass items are to be taken into the pool area and no mess or rubbish is to be left in the area.**
Lodgers must leave the area when directed by the management
Unauthorised entry to the pool area will constitute a breach of this agreement

Use of Premises

8. The lodger agrees:
 - 8.1 Not to use the premises, or cause or permit the premises to be used for any illegal purpose; and
 - 8.2 Not to cause or permit a nuisance; and
 - 8.3 Not to interfere or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours.
 - 8.4 To obey directives from the management.

Management Access to Premises

9. The management has the dominion over the buildings and grounds of the premises and during the currency of this agreement may enter the lodger's room at any reasonable time but will endeavour to restrict entry to the following circumstances:
 - 9.1 In an emergency (including entry for the purpose of carrying out urgent repairs).
 - 9.2 If the lodger agrees.
 - 9.3 If there is good reason to believe there has been a breach of agreement and/or if the room has been abandoned
 - 9.4 To inspect the room (no more than six (6) inspections during the term of this Agreement).
 - 9.5 To carry out necessary repairs if the lodger gets (2) days notice on each occasion.
 - 9.6 To show the room to prospective buyers or mortgagees, if the lodger gets reasonable notice.
 - 9.7 To show the room to prospective lodgers if the lodger gets reasonable notice.
 - 9.8 The lodger agrees that the management may enter the common areas of the premises at any time.

Cleanliness, Repair and Damage to the Premises

10. The Management agrees:
 - 10.1 To make sure the premises are reasonably clean and fit to live in; and
 - 10.2 To keep the premises in reasonable repair.

11. The lodger agrees:
 - 11.1 To keep the premises and themselves, clean and tidy; and
 - 11.2 To notify the management as soon as practicable of any damage to the premises or furniture; and
 - 11.3 Not to intentionally or negligently cause or permit any damage to the premises, the shrubs and gardens or furnishings; and
 - 11.4 When this agreement ends, to leave the premises as nearly as possible in the same condition (fair wear and tear excepted); and
 - 11.5 To clean carpets, floors and walls regularly and to have carpets cleaned by a professional cleaner arranged by the management at the end of this agreement and/or when directed by the management. The lodger agrees to pay the cost of this cleaning; and
 - 11.6 To clean stoves (including oven and top) regularly and clean and defrost refrigerators regularly and at the end of this agreement.
 - 11.7 That any breach of this agreement or damage caused in a unit which cannot be traced to an individual or individuals, the responsibility and/or cost will be borne by all the lodgers of the unit.
 - 11.8 That any breach of this agreement or damage caused in/to the communal areas which cannot be traced to an individual or individuals, the responsibility and/or cost will be borne by all lodgers (except management) of Noorla Place.

Lodgers Care and Use of Premises

12. The lodger agrees:
 - 12.1 Not to smoke or allow guests to smoke on the premises or within a radius of 30 metres of the premises
 - 12.2 Not to consume alcohol or allow guests to consume alcohol in any of the communal areas including lawns and driveways or in the adjacent public streets and no bottles or glass items are permitted in these areas**
 - 12.3 To implement a cleaning roster to clean the premises regularly with special attention to the kitchen, stove, bathroom, toilet and appliances
 - 12.4 To wash and put away cooking equipment, plates, cutlery, etc immediately after use
 - 12.5 Not to leave personal items or rubbish in the common areas of the unit or the communal areas
 - 12.6 To pay for the premises to be cleaned regularly if the premises are not kept in a clean and tidy condition
 - 12.7 To obey any lawful direction from the management in relation to the state of cleanliness of the lodger's room or common area
 - 12.8 Not to use the bedrooms or bathrooms as drying rooms
 - 12.9 To put nothing down any sink, toilet or drain likely to cause obstruction or damage
 - 12.10 Not to remove lamps from or interfere with security lighting or misuse, tamper or interfere with fire fighting or other security and safety equipment or devices

- 12.11 Not to engage in home brewing on the premises
- 12.12 To do no cooking in the bedrooms
- 12.13 To keep no pets on the premises
- 12.14 To wrap and place garbage in garbage bins and not to place rubbish or food scraps in or on gardens, outside areas, driveways or pathways
- 12.15 To place all, and only recyclable items in bins supplied
- 12.16 To leave garbage bins in the assigned positions
- 12.17 Not to sleep or allow guests to sleep in the common areas
- 12.18 Not to knock excessively or cause disturbance at any door, window or wall
- 12.19 Not to enter or allow guests to enter the common area or rooms of any other unit (apart from the common area and room assigned to the lodger) without the permission of the lodgers of that unit
- 12.20 **To do no decorating that involves painting, marking or defacing the premises or fixing posters, or driving nails, staples, drawing pins etc, into the walls, doors or furniture or any part of the premises nor use adhesive tape or glue on walls, ceilings or woodwork.**
- 12.21 To do no writing, drawing or marking on walls, ceilings, fixtures or furniture
- 12.22 To pay the management for any removal, repairing and/or repainting required in connection with breaches of the above clauses 12.20 and 12.21
- 12.23 To take special care of items let with the premises including furniture, furnishings and appliances and not to remove furnishings etc from their room or common area
- 12.24 **Not to remove flyscreens and to pay the management for the cost of replacement of flyscreens which are removed or damaged**
- 12.25 To pay the management for the cost of repairing any damaged items or replacing any items found missing from the lodger's room or common area
- 12.26 Not to bring bicycles into the common area and/or bedrooms of the units
- 12.27 Not to request management to remove or store any items of furniture or fixtures or fittings let with the premises
- 12.28 To ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the management in relation to the premises
- 12.29 To notify the management of any infectious disease or the presence of vermin or other pests
- 12.30 To abide by any decisions and/or penalties which may be imposed by the management

Alterations and Additions to Premises

- 13. The lodger agrees:
 - 14.1 Not to attach any fixture or renovate, alter or add to the premises without the management's written permission; and
 - 13.1 Not to remove without the management's written permission, any fixture attached by the lodger.
 - 13.2 To repair any damage caused by removal of the fixture or compensate the management for the cost of repair.

- 14. The Management agrees to pay for and make any urgent repairs necessary so long as:
 - 14.1 The damage was not caused as a result of a breach of this agreement by the lodger; and
 - 14.2 The lodger gives or makes a reasonable attempt to give the management notice

of the damage.

Locks and Security Devices

15. The Management agrees:
 - 15.1 To provide and maintain locks or other security devices necessary to keep the premises reasonably secure; and
 - 15.2 To give the lodger a set of the keys to their room and common area.
16. The lodger agrees:
 - 16.1 Not to alter, remove or add any lock or security device without reasonable excuse; and
 - 16.2 To pay the management the agreed sum if the management keys are lost or not returned.

Lodger's Responsibility for the Actions of Others

17. The lodger agrees:
 - 17.1 To be responsible to the management for any act or omission by any person the lodger allows on the premises who breaches any of the terms of this agreement and indemnifies the management accordingly.
 - 17.2 Not to allow any person uninvited or unaccompanied by a lodger host to remain on or in the premises.
 - 17.3 Not to allow his/her guests to be on the premises unless accompanied by the lodger.
 - 17.4 To allow any lodger or management to instruct any stranger ("uninvited or unaccompanied by a lodger host") to leave.
 - 17.5 **Not to allow any guests to stay overnight in their room or in common areas without permission of the management. To have unauthorised overnight guests is in breach of this agreement and will incur a fee of \$15 per night per guest.**
 - 17.6 To have not more than two (2) guests on the premises at any time.
 - 17.7 Not to allow any guests in the swimming pool area

Right to Assign Rights

18. The lodger may with the management's prior permission assign the whole or part of the lodger's interest under this agreement.
19. The management agrees not to charge the lodger for giving this permission.
20. The management agrees to notify the lodger if the address of the management changes.

Telephone Service

21. The lodger agrees:
 - 22.1 To leave in the same manner of connection or operation any telephone service installed in the premises at the commencement of this agreement.
 - 22.2 To compensate the management as soon as possible for any reconnection expenses incurred as a result of the lodger's actions or omissions.

Public Utilities

22. The lodger agrees not to bring onto or allow to remain on the premises or on land or streets adjacent to Noorla Place any shopping trolleys, public authority signs or equipment or any "souvenired" items.

Vehicles

23. The lodger agrees:
 - 23.1 Not to do maintenance, repair work or routine checks on vehicles that may result in oil or other substances being spilt or deposited on paved or landscaped areas or inside the units.
 - 23.2 To use the designated area for washing vehicles. Please note washing of motor vehicles is subject to Albury City Council water restrictions and as such may not be permitted.
 - 23.3 To park vehicles in an orderly manner in the parking areas and to keep driveways clear.
 - 23.4 Not to drive or park on lawns or landscaped areas
 - 23.5 Not to allow guests or visitors vehicles to be parked on the premises without the permission of the management
 - 23.6 To drive in a safe and responsible manner on the premises and obey any speed restriction or directions from the management
 - 23.7 That the management is not responsible for any loss or damage to lodgers' vehicles or goods. (The lodger is advised to insure his/her own possessions)

Insurance and Safety

24. The lodger agrees:
 - 24.1 Not to hold the management responsible for any personal items damaged, lost, stolen or misplaced. (the lodger is advised to insure his/her own possessions).
 - 24.2 To obey any safety notices and to behave in a manner unlikely to cause personal or property damage to themselves or others
 - 24.3 To immediately notify management of any suspected faulty equipment or appliance provided by management (if in doubt do not use the appliance until checked by management)

Noise

PLEASE READ THOROUGHLY

When living with 35 other lodgers some noise is to be expected, therefore special efforts are to be exercised by all lodgers to minimise noise.

25. The lodger agrees that:

- 25.1 At all times, a room door must be closed if music is being played within, and the volume of the sound must not be such as to disturb others. Radios, TVs, talking, etc, is not to be audible outside the unit, and after 10.00 pm (11.30 pm Friday and Saturday nights), sound generated in the external or internal common areas or rooms is not to be audible in other areas or rooms.
- 25.2 Lodgers are not to congregate in groups outside of or in the vicinity of rooms. Raised voices, calling out or the making of any noise which may disturb others is not acceptable.
- 25.3 Doors are not to be slammed. Doors are to be opened and closed by the operation of the door knob.
- 25.4 Objects are not to come in contact with walls or floors which will cause noise to penetrate through to adjacent units.
- 25.5 Engines of vehicles are not to be revved loudly or excessively. The sounding of horns or screeching of tyres in or adjacent to Noorla Place is not allowed.
- 25.6 Any vehicle which causes excessive noise will not be permitted to enter the grounds and if the street noise is such as to cause offence to neighbours the management will report the particular vehicle to the local traffic authority.
- 25.7 Car doors are to be closed quietly and talking, etc, when entering or leaving is to be kept minimal.
- 25.8 Noisy parties or activities are not permitted at any time.
- 25.9 Playing games, kicking balls, etc, is only allowed well away from room areas.
- 25.10 Noise is to be kept to a minimum at all times. There is to be no noise after 10.00 pm (11.30 pm on Friday and Saturday). For the same reason guests are not to be at Noorla Place after 10.00 pm (11.30pm on Friday and Saturday)

THE ABOVE NOISE CONDITIONS WILL BE STRICTLY ENFORCED. ANY LODGER NOT COMPLYING WITH THESE CONDITIONS WILL BE IN BREACH OF THE LODGING AGREEMENT.

General Rules for Lodgers

26. The lodger agrees to abide by the following rules in addition to all other clauses in this Agreement
 - 26.1 Lodgers living at Noorla Place are expected to show care and consideration to their fellow lodgers at all times. In particular, lodgers must respect the rights of others to privacy and conditions conducive to study.
 - 26.2 Any disputes/problems which may arise are to be discussed with the management. The Student Liaison Officer of Charles Sturt University will also be available to discuss problems.
 - 26.3 Anti-social behaviour in the premises at Noorla Place will be considered a breach of this agreement.
 - 26.4 Swearing and coarse language is considered anti-social behaviour.
 - 26.5 The excessive consumption of alcohol is also considered anti-social behaviour.
 - 26.6 The possession and/or use of prohibited drugs is not permitted under any circumstances at Noorla Place. If any lodger is found in possession of and/or using any illegal substance they will be reported to the local authorities and their agreement terminated.
Any knowledge of the possession and/or use of any illegal substance is to be reported to management immediately.

Registration Fees and Deposit

27. The lodger agrees that it is clearly understood that the registration fee of \$50 is not refundable or to be used for cleaning or damages costs or to apply to any occupation fee payments.
28. The Management and lodger agrees:
 - 28.1 That rooms and common areas will be inspected after the end of the fixed term of this agreement and when all the lodgers of that unit have vacated.
 - 28.2 After inspection, any cleaning, repairs, damages or other expenses, including occupation fees, owed by the lodger will be assessed and the balance refunded to (or the extra costs paid by) the lodger. This does not preclude the management from issuing an invoice to an individual where damage, loss or a debt is incurred to a value greater than the refundable deposit.

Lodging Agreement

29. Each Lodger shall:
 - 29.1 Sign and have witnessed this Lodging Agreement. Acceptance of keys constitutes acceptance of this Agreement whether signed or not.
 - 29.2 Acknowledge and understand that the term of this Agreement is for 36 weeks beginning on 22 February 2010.
 - 29.3 Provide the management with the annexed Guarantee Form signed by a responsible Guarantor.
 - 29.4 Provide the management with a completed Next of Kin Form as annexed.
 - 29.5 Agree that the management reserves the right to allocate rooms
 - 29.6 Agree that the management may reallocate rooms in case of conflict or occupancy rate variations or if this agreement is breached or terminated before

the fixed term.

29.7 Not change rooms without the written permission of the management.

Fixed Term Agreement

30. The lodger further agrees that if they wish to terminate this agreement before the end of the fixed term it is the lodger's responsibility to find a new lodger to be approved by the management to fill the vacancy created and/or they will pay occupation fees until a new lodger moves in and commences payment and will compensate the Management if their room has to be let at a cheaper occupation fee than in this Agreement. (Compensation being the difference in occupation fee).

Returning to Noorla Place in the following year

31. The management and lodger agree:

31.1 Acceptance of an application by the lodger to return to Noorla Place for the following year will be at the discretion of the management.

31.2 Personal items will only be stored by the management for the summer vacation if the registration fee and deposit for the following year are paid in full. If the room is not taken up by the lodger the deposit will be forfeited.

Termination

32. The lodger agrees:

32.1 Upon termination of this agreement to promptly and peacefully deliver up vacant possession of the premises, which shall include the handing over of all the management's keys.

32.2 Notwithstanding any termination of this agreement, the lodger agrees to pay, as compensation to the management an amount equivalent to the occupation fee until such time as all the management's keys are returned to the management.

33. The Management and lodger agree that:

33.1 Any action by the management or lodger to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement.

33.2 The acceptance of or demand for occupation fees or other money by the management after service of a termination notice does not operate as a waiver of the notice nor does it evidence the creation of a new agreement.

33.3 The lodger at the end of this agreement will compensate the management for any items missing, damaged or in need of cleaning or any loss of rental resulting from cancellations of bookings because the unit or room is left in an inferior condition.

33.4 The lodger agrees to pay to the management the sum of \$15.00 per night for any unauthorised guests

33.5 Room and unit keys lost or not returned will be charged at \$20 per key.

Notices

- 34 Subject to the following clauses the management may give written notice to the lodger ending this agreement by:
- 34.1 Delivering it personally to the lodger or delivering it to the lodger's unit and leaving it with the lodger or a person who appears to be 16 years or over.
 - 34.2 Sending it by post to the lodger.
- 35 Subject to the following clauses a lodger may give written notice to the management ending this agreement by:
- 35.1 Delivering it personally to the management.
 - 35.2 Sending it by post to the management.
- 36 Notice may be given to end this Agreement because:
- 36.1 The lodger has not paid occupation fees for 14 days.
 - 36.2 Management or lodger breaches this agreement.

If notice is given for these reasons 14 days notice must be given.

- 37 If the lodger consistently ignores requests from the management to abide by this agreement twenty four (24) hours notice may be given.
- 38 Immediate notice may be given to end this agreement because the premises (other than as a breach of this agreement) are destroyed, uninhabitable or are resumed.

Occupation Fee Increases

- 39 The management agrees not to increase the occupation fee during the fixed term of this agreement.

Breach of Agreement and Penalties

40. The lodger agrees that:
- 40.1 Any discounts on occupation fees apply only if the occupation fee is paid on the due dates and no breaches of this Agreement have been recorded
 - 40.2 The management has the right to issue a notice of Breach of Agreement. Any further breaches of agreement will result in forfeiture of any previous rebates or discounts and the amount will be deducted from the deposit if necessary. If the lodger continues to breach this agreement a Termination Notice will be issued and clause 37 and Breach of Agreement conditions will apply
 - 40.3 The management has the right to impose a penalty of \$10.00 for each and every breach of agreement, such as smoking and excessive noise

Internet

41. **Internet access is provided in all bedrooms for the convenience of lodgers for study purposes.**
Downloading of internet games, music and movies will result in the slowing

down of the system which will ultimately cause inconvenience to lodgers who need to use the internet for research or assignments.

To avoid this situation, please take note that each bedroom can be monitored with respect to the download usage and sites and abuse of internet use may result in the disconnection of the service to the offending bedrooms

Definitions

In this Agreement:

Management means Donald Eric Maxwell and Suzanne Margaret Maxwell, the proprietors of Noorla Place, their agents or persons acting on their behalf, who grants the right to occupy a section of the lodging premises under this Agreement.

Lodger means the person granted the right to occupy a lodging section of Noorla Place subject to the terms and conditions of this Agreement.

Noorla Place means a lodging complex consisting of 36 rooms, 10 designated common areas and communal areas.

Unit means a common area and two, three, four or eight bed study rooms.

The Premises includes the common areas and the rooms collectively.

Common Areas means areas which are shared with other lodgers. Bed study rooms are not common areas.

The Room means the room which is described in Page 4 hereof which the lodger has the right to occupy.

Parking Areas means areas designated by the Management for the parking of lodgers' motor vehicles.

Communal Areas means all areas outside of living units and bedrooms of Noorla Place including balconies, verandahs, driveways, car parking areas and any areas designated for common use. The Managers unit and grounds are private and may only be accessed by arrangement with the Management.

Anti-Social Behaviour is defined as that which might reasonably be considered to cause offence, distress or embarrassment to another person and/or infringe upon the reasonable rights of a person whether a lodger, member of the staff of the University, casual lodger, visitor, member of the Management or neighbours.

Breach of Agreement means the non compliance with any of the clauses in this Agreement which may result in the lodger being asked to vacate their room. In this case the full amount of this Agreement (including the balance to the end of this Agreement) will become due and payable.

Registration Fee means a fee payable for administration, Agreement preparation, documentation, etc and is non-refundable.

Academic Year is the period beginning on the first Monday of CSU Orientation Week to the Monday after the CSU Spring Session. Actual dates are on Page 4 of the Lodging Agreement.

SIGNING AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

It is advisable to have this Agreement and Guarantee explained by a legal adviser before signing, as it is a legal and binding contract.

We hereby enter into this Agreement and agree to all its terms.

**SIGNED BY THE MANAGEMENT
in the presence of:**

.....
Name of Witness

.....
Signature of Management

.....
Signature of Witness

**SIGNED BY THE LODGER
in the presence of:**

.....
Name of Witness

.....
Signature of Lodger

.....
Signature of Witness

ANNEXURE TO LODGING AGREEMENT

NEXT OF KIN FORM

(Confidential)

The details included in this form are only to be used in cases where it is essential that the Noorla Place Manager may be required to contact your nominated next of kin.

MR/MS/MISS/MRS SURNAME:

GIVEN NAMES :

TELEPHONE NUMBERS:

Business: After Hours:

HOME ADDRESS:

.....
.....
.....

Post Code:

.....

Signature

Date:.....

Please complete this form and return to Noorla Placement Management prior to taking up residence.

ANNEXURE TO LODGING AGREEMENT

Annexure to Lodging Agreement between Donald Eric Maxwell and Suzanne Margaret Maxwell of the one part and

.....
of the other part

Student's Name

WE/I,

Guarantor(s) Name(s)

of

.....
Guarantor(s) Address

in consideration of the said Donald Eric Maxwell and Suzanne Margaret Maxwell having at my/our request agreed to grant the within Agreement to

.....
Student's Name

the Lodger named therein DO HEREBY joint and severally guarantee the performance by the Lodger of the covenants and conditions in this Agreement to be observed and performed by the Lodger AND WE/I FURTHER AGREE that this Guarantee is a continuing one and that any indulgence which Donald Eric Maxwell and Suzanne Margaret Maxwell may grant to the Lodger shall not prejudice or affect our/my liability under this Guarantee.

Signed by
in the presence of:

.....
Guarantor's signature

.....
Witness' signature

.....
Witness' name

Signed by
in the presence of:

.....
Guarantor's signature

.....
Witness' signature

.....
Witness' name