



# THE COSMOPOLITAN COTTAGE

## SHORT TERM ACCOMMODATION AGREEMENT

BETWEEN

THE COSMOPOLITAN HOTEL (TRENTHAM) PTY LIMITED trading as THE COSMOPOLITAN COTTAGE (“HOST”)

AND: GUEST/S named in the Booking Form the {“GUEST/S)

The HOST leases to the GUEST/S the premises located at 10 Quarry Street, Trentham, Victoria 3458 Australia called (“SHORT TERM RENTAL”)

This lease shall begin at the time and date identified in the Booking Form. Check-in and Check-out times are as per the Booking Form for such term the GUEST/S agree to pay rent according to the terms provided on the accepted booking costs and invoice, which includes all utilities, cleaning, and a damage bond of \$500.00 which is refundable if certain conditions are met.

A Deposit of Fifty percent (50%) is to be paid at the time of booking. The final payment will be processed and receipted to the GUEST/S two (2) weeks prior to their stay; if paying via EFT Bank transfer, an invoice will be sent for immediate payment.

Please note that credit cards are accepted, but a surcharge will be required to cover merchant charges. Any other online payment fees will be charged to the GUEST/S.

### THE PARTIES AGREE THAT:

**1. MAXIMUM OCCUPANCY:** The GUEST/S must accurately disclose occupancy, including the number of adults, infants, and children that will occupy the SHORT-TERM RENTAL. The disclosed occupancy determines the maximum occupancy at all times and applies to day visitors and children. Unless otherwise approved by your HOST, occupancy over the indicated capacity may result in immediate eviction and forfeiture of amounts paid. Please note that any further guests staying above that noted in your booking form will incur a fee of \$175.00 per person per night. There is a maximum occupancy of Six (6) guests.

**2. NO SMOKING:** Smoking or vaping or illegal drugs of any kind is prohibited in the SHORT-TERM RENTAL. Violation of this will result in a discretionary deduction charge being made from the DAMAGES BOND. Vaping or smoking outside with windows and doors closed is accepted as long as cigarette butts are removed; no drugs are permitted at all. The GUEST/S are liable for the full cost to remove any odour from the SHORT-TERM RENTAL.

**3. ANIMALS:** No animals of any description will be kept in or on the grounds of the SHORT-TERM RENTAL unless it is a Guide Dog.

**4. DAMAGES BOND:** The DAMAGES BOND is fully refundable within two (2) days of departure, provided the following provisions are met. Any liability, damage, cleaning fee, or expense claimed (if any) shall not be limited to the amount of the DAMAGAS BOND. The HOST will submit an itemised list of any liability and damage caused by the GUEST/S.

The DAMAGES BOND is to protect against accidental damages, theft, liabilities, or additional cleaning charges. There will be no deductions if:

- A) No accidental damage to SHORT TERM RENTAL, its contents, or furnishings occurs.
- B) No dirt, rubbish, or other mess requiring excessive cleaning is left.
- C) No other costs incurred by the HOST as a result of the GUEST/S stay. Any damage to the SHORT-TERM RENTAL or its contents must be reported before check-out.
- D) The GUEST/S are not evicted by the HOST (or representative of the HOST) or local Police.
- E) No linen is lost, stained, or damaged.
- F) The SHORT-TERM RENTAL is left locked and secured when unoccupied.

Damage not covered by the DAMAGE BOND is the GUEST/S full responsibility. The GUEST/S grant the HOST the right to charge the credit card number used to book the SHORT-TERM RENTAL for any such damages, including, but not limited to, additional cleaning fees. To ensure that the proper party is held responsible, the GUEST/S must notify the HOST of any damages found at check-in.

The GUEST/S must inform the HOST within 24 hours of arrival of any existing damage or may be held responsible for any costs involved in repair taken from the DAMAGES BOND. Any resulting costs above the DAMAGE BOND amount will be owed to the HOST by the GUEST/S. The HOST has the right to pursue reimbursement by reasonable means. The HOST does not typically require reimbursement for small expenses under \$50.

**5. CLEANLINESS:** The GUEST/S are expected to treat the entire SHORT-TERM RENTAL with respect, keeping in mind that this is HOST/S property, and the GUEST/S are house guests. Even if a cleaning fee was charged, the GUEST/S are expected to leave the SHORT-TERM RENTAL in a clean, neat, and orderly condition to allow the HOST's cleaners to provide a thorough clean in the very short window between guests. The HOST must be notified within 24 hours of arrival if the GUEST/S are unhappy with conditions.

**6. MOVING OF FURNITURE:** The GUEST/S must ensure that any furniture or items moved during the GUEST/S stay is placed back where they originated, including tables, furniture, other decor, etc.

**7. NOISE & QUIET HOURS:** Quiet hours are between 11 PM and 8 AM. At all times, the GUEST/S must keep noise levels to a minimum to not disturb the peace and quiet of surrounding neighbours.

**8. PARKING:** Parking is designated to Quarry Street and on the drive roundabout.

**9. LOCK OUT:** There is a lockbox entry, and the code is active for the duration of the booking. In the case that the GUEST/S lock themselves out of the SHORT TERM RENTAL, lose the keys, or fail to return them, there will be a key charge to replace the set. The GUEST/S must keep the keys in the provided lockbox to avoid losing them.

**10. SANITARY PLUMBING:** The GUEST/S are responsible for informing all individuals in their party not to flush any items apart from toilet tissue. Any damage caused by the GUEST/S to the plumbing sanitary system will be the full responsibility of the GUEST/S. Such damages often require plumber callout cleanups. These terms are subject to change at the HOST'S discretion.

**11. FILMING AND PHOTOGRAPHY POLICY:** GUEST/S are encouraged to capture their special moments and share their experiences on social media. Personal photography for platforms like Instagram is welcome, as long as it respects the integrity and privacy of the SHORT-TERM RENTAL. However, please avoid taking any inappropriate or invasive photographs that may be deemed disrespectful to the SHORT-TERM RENTAL or other guests. This also relates to Drone usage where approval is required prior to use and all privacy regulations are maintained.

If you are interested in using the location for commercial photography or filming, the HOST requires prior approval and an enquiry into their location photoshoot options. This ensures that all shoots align with the atmosphere of the SHORT-TERM RENTAL and complies with the HOST's guidelines.

**12. NO PARTIES OR EVENTS:** Large gatherings or parties are not permitted. Any Visitors to the SHORT-TERM RENTAL are only permitted by prior approval by the HOST.

**13. CANCELLATION POLICY:** For both Website and Direct Bookings, a cancellation request made up to Fourteen (14) days before the date of the stay will incur a cancellation administration fee (which includes all bank processing fees) of \$85.00. This will be deducted from the total amount refunded. No refunds will be provided for cancellations made within the Fourteen 14-day period leading up to the stay. However, at the HOST's discretion, the GUEST/S may be offered an alternative date, a credit for a future stay, or a gift voucher instead.

**14. REPORTING OF DISSATISFACTION OR NOT AS ADVERTISED:** The GUEST/S agrees to report any issues of dissatisfaction to the HOST immediately upon finding said issue. The GUEST/S will cooperate with the HOST and allow for a reasonable solution before making any reports to the booking platform of dissatisfaction. NOTE: Photos are taken of the SHORT TERM RENTAL after each cleaning and prior to the GUEST/S check-in. These date and time-stamped images will be used in claims brought by the GUEST/S in any dispute regarding what is provided and as a record of the conditions of the SHORT TERM RENTAL before the GUEST/S occupancy.

**15. LIABILITY:** The HOST shall not be liable for any injury, damage, loss, or inconvenience suffered by the GUEST/S including but not limited to loss or theft of property or personal injury suffered during the GUEST/S occupancy. The GUEST/S shall indemnify and hold the HOST harmless against any claim arising from the use of the SHORT-TERM RENTAL.

**16. SEVERABILITY:** If any provision of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**17. ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof. Any modification must be in writing and signed by both parties.

**18. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of Victoria, Australia.

The GUEST/S acknowledges and agrees to all the terms and conditions herein.



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1 QUARRY STREET, TRENTHAM  
VICTORIA 3458