



# ROOM MANAGEMENT AGREEMENT

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## SCHEDULE

➤ **Room** \_\_\_\_\_ / 201 Esplanade, Lakes Entrance, VIC, Australia, 3909

➤ THIS LETTING AGENT AGREEMENT is made on \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_

**BETWEEN:**

Bellevue Operations Pty Ltd (ABN 35 098 892 936)  
of 201 Esplanade, Lakes Entrance, VIC, Australia, 3909("Manager")

**AND**

➤ \_\_\_\_\_

➤ of \_\_\_\_\_ ("Owner")

## **BACKGROUND PROVISIONS:**

- A. The Owner is or is entitled to be the proprietor of Room on Plan of Subdivision No. 313615R ("the Room") and has unfettered authority to enter into this Agreement with the Manager.
- B. The Owner wishes to grant exclusively to the Manager certain letting service rights as defined in Clause 21 (the Letting Service Rights") and appoint the Manager to manage the Room.

## **OPERATIVE PROVISIONS:**

### **1. CONFIRMATION OF BACKGROUND PROVISIONS**

- 1.1. The parties confirm the above Background Provisions.

### **2. THE APPOINTMENT**

- 2.1. The Owner appoints the Manager to exclusively exercise the Letting Service Rights and the Manager accepts the appointment.

### **3. TERM**

- 3.1. Either party can terminate this agreement by giving 90 days notice. .
- 3.2. The owner must honour any future reservations should they terminate this agreement.

### **4. WHAT IS THE OWNER PAID**

- 4.1. The Manager must pay to the Owner the balance of Room Revenue stated in Clause 5 after deducting:
  - 4.1.1. the Manager's Fee stated in Clause 6;
  - 4.1.2. any other amount due to the Manager under the terms of this Agreement including pursuant to Clauses 7.1 (f) and 8.1 (e).
- 4.2. The Manager must pay to the Owner the amount calculated in accordance with Clause 4.1 for each month during the Term within twenty-one (21) days of the expiry of that month.

### **5. WHAT IS ROOM REVENUE**

- 5.1. Room Revenue is all money actually received by the Manager for the occupation only of the Room excluding the charges stated in Clause 5.2 ("Room Revenue").
- 5.2. Room Revenue does not include any monies paid or payable to the Manager by an occupier of the Room or any other persons for the provision of other services including (but not limited to).
  - a. food and beverage;
  - b. laundry and dry cleaning for the occupant;
  - c. telephone;
  - d. facsimile;
  - e. arranging transportation;

- f. recreational facilities;
  - g. conference room use;
  - h. audio visual equipment; and
  - i. computer hire
- 5.3. The Manager determines the rate or rates from time to time to be charged for occupation of the Room.

## **6. WHAT IS THE MANAGERS FEE**

- 6.1. The "Manager's Fees" is set out in SCHEDULE B of this agreement.
- 6.2. The Manager is entitled to retain the Manager's Fees from Room Revenue at the end of each month.

## **7. WHAT MUST THE MANAGER DO**

- 7.1. The Manager must use all reasonable endeavours to:
- a. offer the Room for letting;
  - b. operate and manage the Room, either alone or in conjunction with other rooms and apartments at Bellevue on the Lakes, in a proper and businesslike manner consistent with the management and operation of rooms and apartments of a similar nature and standard;
  - c. keep the Room properly and fully stocked for use as a motet room and, in particular, provide linen, towels and bed linen;
  - d. ensure that all employees, servants and agents engaged by the Manager to perform any of the functions required pursuant to the terms of this Agreement carry out their functions diligently and in a workmanlike manner;
  - e. keep the Room clean and keep and store all trade waste and garbage in proper receptacles and arrange for the regular removal of that waste or garbage;
  - f. subject to fair wear and tear and the availability of money as provided by the Owner pursuant to Clause 8.1 (e), maintain, replace, repair, repaint or redecorate when considered necessary or desirable by the Manager:
    - the Furniture Fittings and Equipment, and
    - the Room including carpet, wallpaper, joinery and fixtures.Minor maintenance (works costing less than \$100.00) will be at the Manager's cost. Any other maintenance (works costing more than \$100.00) will be at the Owner's cost. If maintenance costs exceed \$100.00 they are solely at the Owner's cost.
  - g. properly keep the books of account and other records usual for the management and operation of rooms; and
  - h. comply with all laws relating to the Room including without limitation, any requirements, notices and orders of any governmental or semi-governmental administrative, fiscal or judicial department, commission, authority, tribunal, agency or other entity. However, nothing in this clause shall be construed as requiring the Manager to carry out works and repairs or expend money complying with such laws, requirements,

notices and orders other than as contemplated in Clause 7.1 (g).

- i. market, as the Manager in its sole and absolute discretion may determine the Room. The Manager must apply not less than 3% of Room Revenue (being a proportion of the Managers Fee) to the marketing of Bellevue on the Lakes
- 7.2. To the extent that it is possible, the Manager must not, in exercising the Letting Service Rights or in providing the services described in Clause 5.2. discriminate between the Owner and the owners of other rooms within Bellevue on the Lakes on the same level/floor of a similar standard who have also appointed the Manager to exercise Letting Service Rights.
- 7.3. The Manager may exercise the Manager's rights under Clause 7. 1 (f) without reference to the Owner but will endeavour, pursuant to this Clause 7.3, to give to the Owner notice as soon as reasonably possible of expenditure of less than ONE THOUSAND DOLLARS (\$1000.00) and to give to the Owner prior notice of expenditure in excess of ONE THOUSAND DOLLARS (\$1000.00)
- 7.4. Subject to this Agreement, the Manager must ensure that, at all times, the quantity and quality of the Furniture Fittings and Equipment is maintained (subject to fair wear and tear) though not necessarily the same items constituting the Furniture Fittings and Equipment at the date of this Agreement.
- 7.5. If at any time during the Term or during any further term, the Manager is the holder of a Liquor Licence with respect to the Room, the Manager must comply with the conditions of the Liquor Licence and the provisions of the liquor Control Act 1987.
- 7.6. The Manager must pay all utility consumption accounts ( such as gas and electricity) and all water consumption/volume charges.

## **8. WHAT MUST THE OWNER DO**

- 8.1. The Owner must:
  - a. not enter into occupation or any arrangement which would in any way detrimentally affect the exercise of the Letting Service Rights and any other rights conferred on the Manager under this Agreement by the Manager;
  - b. not transfer title in the Room during the Term unless the transfer is subject to the Manager's rights under this Agreement and the transferee enters into an agreement with the Manager in the form of an agreement assuming the obligations of the Owner under this Agreement;
  - c. pay on time in respect of the Room:
    - i. council rates;
    - ii. water and sewerage rates and charges (excluding consumption/ volume charges which are to be borne by the Manager);
    - iii. Body Corporate levies or charges;
    - iv. land tax;
  - d. comply with the provisions of the Subdivision Act and the Rules of the Body Corporate in force from time to time;
  - e. pay to the Manager sufficient moneys, upon demand by the Manager, to enable the Manager to comply with Clause 7.1 (f).
- 8.2. The Manager may let the Room, free of charge, for a maximum of SEVEN (7) nights during each calendar year of the Term for the purposes of marketing and promoting the Room.
- 8.3. The Owner must pay any stamp duty in respect of this Agreement.

- 8.4. The Owner agrees that the Manager may, at the Manager's discretion, arrange for the assessment and payment of stamp duty in respect of this Agreement without reference to the Owner. The Manager is entitled to retain from the Room Revenue any stamp duty paid by the Manager in accordance with this Clause 8.4.
- 8.5. Upon request by the Manager, the Owner must immediately furnish sufficient details of the Owner's bank and account number to enable the Manager to deposit into the Owner's account all monies which may be payable by the Manager to the Owner under this Agreement.
- 8.6. Upon request by the Manager, the Owner must do all things and sign all documents as may be necessary or desirable to enable the Manager to take action (either litigation or otherwise) to recover any monies owned by an occupier of the Room being Room Revenue. The Owner indemnifies the Manager against any liability (whether as to costs, damages or otherwise) which the Manager may incur as a result of pursuing such action.
- 8.7. If at any time during the Term or during any further term, the Manager makes an application for a Liquor Licence with respect to the Room, the Owner must consent to that application

## **9. SERVICES**

- 9.1. The Manager is entitled to retain any charges it may wish to make for the provision of the services the subject of Clause 5.2.
- 9.2. The Manager may determine the charges subject of Clause 9.1 in the Manager's absolute discretion.

## **10. ACCOUNTING TO THE OWNER**

- 10.1. **MONTHLY ACCOUNTING TO THE OWNER**  
Within twenty-one (21) days after the end of each month during the Term, the Manager must provide the Owner with a statement which shows for that month (or part of that month if the Term commences or ends during that month):
  - a. Room Revenue;
  - b. Manager's Fee;
  - c. all deductions permitted under this Agreement; and
  - d. the net amount due to the owner for that month.
- 10.2. The Manager is entitled to retain from Room Revenue the following:
  - a. Manager's Fee;
  - b. any amount payable to the Manager under Clause 7.1 (f) or Clause 8.1 (e); and
  - c. any costs in respect of the matters the subject of Clause 8.1 (c) and any stamp duty assessed on this Agreement, if not paid by the Owner.
- 10.3. Upon the expiration of the Term, the Manager must pay to the Owner any money due under Clause 4.1.
- 10.4. **ANNUAL ACCOUNTING TO THE OWNER**  
Within ninety (90) days of the 30th, of June in each year, the Manager must deliver to the Owner an annual statement of:

- a. the total Room Revenue;
- b. the total Manager's Fees,
- c. all other permitted deductions under this Agreement; and
- d. the amount remitted to the Owner for the year

## **11. ASSIGNMENT**

- 11.1. The Manager may assign its interest in and the rights conferred on the Manager under this Agreement. Upon assignment and subject to Clause 11.2, the Manager will be released and discharged from any further liability under this agreement but without prejudice to the rights and remedies of either party arising in respect of anything occurring prior to the date of the assignment.
- 11.2. Upon the assignment of its interest in and the rights conferred on it under this Agreement, or as soon as practicable thereafter, the Manager shall provide the Owner with an acknowledgment in favour of the Owner in the form of a deed pursuant to which the assignee agrees to perform and observe the obligations and stipulations on the part of the Manager set out in this Agreement on and from the date of any such assignment.

## **12. MANAGER NOT LIABLE FOR LOSS THROUGH BREACH OF RULES**

- 12.1. The Manager will not be responsible or held liable for any damage or loss caused through a breach of the Rules of the Body Corporate by any occupier, lessee, visitor, invitee or licensee or any independent contractor in or about the tots and common property within or about Bellevue on the Lakes.

## **13. SAFETY AND SECURITY**

- 13.1. The Owner agrees that the Manager does not guarantee the security or safety of the Owner. any person or any property within or about Bellevue on the Lakes.
- 13.2. The Owner releases and indemnifies the Manager and its employees, agents and contractors from and against all claims, demands and liability of any kind and expenses (including without limitation reasonable legal costs on a solicitor and own client basis) by reason of inadequate security or security measures within or about Bellevue on the Lakes.

## **14. COMPLETION OF AGREEMENT**

- 14.1. The Manager or its solicitors may complete any uncompleted portions of this Agreement including without limitation the date of the execution of the Agreement.

## **15. POWER OF ATTORNEY**

- 15.1. The Owner irrevocably appoints the Manager as its attorney to act In the name of the Owner to execute any document and do or perform any act or thing in relation to the Liquor Licence including filling out and completing an Owner's Consent to the transfer of the Liquor Licence. The Owner will ratify and confirm anything the attorney may lawfully do or purport to do or cause to be done under this Power of Attorney.

## **16. SERVICE AND JURISDICTION**

- 16.1. A document under or relating to this Agreement may, without limiting any other lawful means of service, be served in any manner provided in Section 198 of the Property Law Act or served on the party on, but not before, the next business day after it is sent by facsimile transmission to the respective facsimile numbers for the parties stated in Clauses 16.2 and 16.3.
- 16.2. The address for service of the Manager is **201 Esplanade, Lakes Entrance, Victoria 3909**

or such other address and facsimile number of which the Owner is notified by the Manager from time to time.

- 16.3. The parties agree that this Agreement shall be construed in accordance with the laws of the State of Victoria and each of the parties irrevocably submits to the jurisdiction of the Courts of that State and any Courts of appeal therefrom

## 17. PROXY RIGHTS

- 17.1. The Owner hereby irrevocably appoints the Manager as its proxy to attend, put forward, speak or vote on the Owner's behalf at any meeting of the Body Corporate, to vote on the Owner's behalf at a ballot and to represent the Owner on any committee of the Body Corporate for the purpose of dealing with any matter that may, in the Manager's opinion, be dealt with to enable the Manager to:
- a. exercise the Letting Service Rights; or
  - b. comply with the conditions of the Liquor Licence and the provisions of the liquor Control Act 1987;
  - c. carry out any other of its obligations under this Agreement; or
  - d. ensure that the Body Corporate keeps the Common Areas in good and substantial repair to a standard consistent with a high class residential building.

## 18. OWNERS CONDITIONAL RIGHT TO OCCUPY

- 18.1. The Owner shall be entitled to occupy the Apartment free of charge at off peak times for a maximum of SEVEN (7) days per calendar year. The occupation of the Apartment by the Owner shall:-
- be constituted by not more than three (3) separate stays per calendar year;
  - at all times, be subject to the Apartment not having been previously booked to a patron by the Manager, or, if booked, that patron being able and willing to be accommodated in an alternative Apartment. Off Peak times are declared to be times other than school holidays, Easter and all long weekends and such other times as the Manager may, reasonably, prescribe.

## 19. INSURANCE

- 19.1. The Owne and the Manager agree that the Body Corporate will be responsible for all insurances (including contents and public liability insurance) and that such insurance will be at the cost of the Body Corporate.

## 20. DEFINITIONS AND INTERPRETATIONS

- 20.1. In this Agreement, unless the contrary intention appears:

<i>"Room Revenue"</i>	means room revenue as defined in Clause 5. 1
<i>"Body Corporate"</i>	means the body or bodies corporate (as the case may be) affecting the Room;
<i>"Furniture, Fittings and Equipment"</i>	means the furniture, fittings and equipment described in the attached Inventory;
<i>"Letting Service Rights"</i>	means the business of providing the Room as a motel room together with the provision of the services the subject of Clause 5.2 including without



limitation:

- a. advertising and promotion;
- b. offering the Room for letting as a motel room;
- c. entering into agreements with travel agents, tourist agencies, booking agencies and others;
- d. negotiating with persons to occupy or use the Room for reward;
- e. terminating any agreement or arrangement for occupation or use of the Room;
- f. collecting fees and other moneys payable for occupation and use of the Room;
- g. instituting proceedings for recovery of possession of the Room or any fees or money payable for occupation or use of the Room.

<i>"Liquor Licence"</i>	means a residential licence and any accompanying permit granted by the Liquor Licensing Commission pursuant to the Liquor Control Act 1987 or any other licence or permit granted by the Liquor Licensing Commission under that Act;
<i>"Manager's Fee"</i>	means the manager's fee as defined in Clause 6.1;
<i>"Plan of Subdivision"</i>	means Plan of Subdivision No. 313615R
<i>"Bellevue on the Lakes"</i>	means all of the land described in the Plan of Subdivision and the building and improvements thereon;
<i>"Term"</i>	is the period defined in Clause 3. 1.

20.2. In this Agreement, unless the contrary intention appears:

- a. headings are for convenience only and do not affect the interpretation of this agreement;
- b. words importing the singular include the plural and vice versa;
- c. words importing a gender include any gender;
- d. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or body corporate;
- e. a reference to any thing includes a part of that thing; and
- f. an Agreement on the part of two or more persons binds them jointly and severally.

## SCHEDULE B - FEES and CHARGES

Management and Marketing Fees	
Management Fee	18% plus GST of Room Revenue
Marketing Fee	4.5% plus GST of Room Revenue

Additional Fees	
Monthly - Management Fee   <i>Includes Electricity, Guest Wifi Management, Maintenance Management and small replacement items under \$100.</i>	\$180.00 plus GST per Month
Hourly Labour Rate   <i>charged in 15 minute blocks</i>	\$50.00 plus GST Per Hour

Cleaning Fees		
Departure Cleaning Fees (Levied on each occasion an Apartment is cleaned on departure)		
APARTMENT TYPE	CLEANING FEE	LINEN FEE
Two Bedroom Apartment	\$100 plus GST	\$72.73 plus GST

Servicing Fees (Levied on each occasion an Apartment is serviced)		
APARTMENT TYPE	SERVICING FEE	SERVICE LINEN FEE
Two Bedroom Apartment	\$50.00 plus GST	\$72.73 plus GST

Replacement Items	
Actual Cost plus Hourly Labour Rate for labour and coordination costs	
The Letting Agent will maintain, replace, repair, repaint or redecorate the Furniture Fittings and Equipment when considered necessary or desirable.	
The Letting Agent may exercise these rights without reference to the Owner but will endeavour to give to the Owner notice as soon as reasonably possible of expenditure of less than ONE THOUSAND DOLLARS (\$1000.00) and to give to the Owner prior notice of expenditure in excess of ONE THOUSAND DOLLARS (\$1000.00)	

## CONTACT and PAYMENT INFORMATION

➤ Name: \_\_\_\_\_

➤ Address: \_\_\_\_\_

➤ Mobile Phone: \_\_\_\_\_

➤ Email (Used for Income Statements): \_\_\_\_\_

➤ Bank Account Information: Account Name: \_\_\_\_\_

➤ BSB: \_\_\_\_\_ Account Number: \_\_\_\_\_

## EXECUTION

Executed by the Owner

Apartment/Lot Owner

 Name

**Position Held**

 Signature

 Date

Executed by Bellevue Operations Pty Ltd - ACN 098 892 936 in accordance with section 127(1) of the Corporations Act 2001

Manager

**Name**

**Position Held**

**Signature**

**Date**