PORTFAIRY FOLK FESTIVAL

Port Fairy Folk Festival Committee Inc House Rental Accommodation Agreement

Accommodation House Rental agreement between the Port Fairy Folk Festival Committee Inc (PFFF) & the Property Owner for Accommodation for the 2026 Port Fairy Folk Festival.

The Owner will -

- Agreed to be paid the FEE of (exc GST) \$1600 for 3 nights for a 1-2 Bedroom home or \$2000 for 3 nights for a 3+ Bedroom home. If an artist or contractor requests extra nights for a property, this will be paid extra at a pro-rata rate, of \$667per night for a 3 + Bedroom home, and \$533 per night for a 1-2 Bedroom home. Only if agreed between all parties that the property is available for such.
- 2 Hand over the property to a high degree of cleanliness and ensure that the property is in an acceptable state of repair with locking external doors.
- Comply with all legal requirements in respect to buildings, health, and safety in respect to that property <u>including adequate and appropriate insurance to cover Short Stay</u>

 <u>Accommodation See page 5, generally a minimal cost.</u>
- 4 Provide beds, **blankets/doonas**, **bed linen and pillows** for the number of performers as contracted to accommodate.
- 5 Provide 2 **towels** for each performer/partner as contracted to accommodate.
- 6 Provide adequate toilet paper, soap/body wash, tea towels and kitchen detergent.
- Have the property returned after the rental period in an acceptable state **but not cleaned**.
- 8 Check the property within 24 hours after the rental period and notify the PFFF Accommodation Manager in writing to accommodation@portfairyfolkfestival.com of any concern, damage or loss attributed to the letting period.
- 9 During the period of rental, if any concerns or problems occur, deal solely with the PFFF Accommodation Manager or her representatives and not the performer in the residence.
- Provide two sets of clearly marked keys to the property to the PFFF Office by 4pm on Friday 13th February, three weeks prior to the commencement of the 2026 PFFF. The keys will be re-labelled for safety and identification purposes over the letting period.

11 Ensure that animals are removed from the property prior to the period of tenancy and if any dogs or cats are usually inside that this is communicated for clarity re allergies.

12

- (a) Provide to the PFFC documents required in respect to Payment and GST by Wednesday 26th Nov, 2025
- (b) If GST registered, provide the PFFFC with a full tax invoice prior to the festival showing GST
- (c) If you have an ABN but are not GST registered, provide the PFFFC with your ABN
- (d) If you are renting your home as an annual event only, sign and return the exemption statement to the PFFFC.

If 11a, b, or c are not complied with the PFFFC must by law hold back 46.5% of the fee as tax.

The Port Fairy Folk Festival Committee (PFFFC) will -

- 1. The Port Fairy Folk Festival Committee reserves the right to inspect all/any properties prior to taking them on as a new house or hosted house, or at any time before or after the festival to assess our criteria has been met.
- 2. Inspect the property in the 48 hours before the tenancy to ascertain that the property is handed over in a standard as stated in this agreement.
- 3. Inspect the property at the end of the tenancy to ascertain that the property is left in an acceptable standard (but not cleaned) as stated in this agreement.
- 4. If the situation is warranted, make good any damage or loss caused by the hire of the property not covered by the Short-Term House and Contents insurance on the property.
- 5. Provide an acceptable remuneration if there is evidence that more than the agreed number of performers/partners reside in the rental property during the time of the property rental.
- 6. Seek reimbursement from the tenant (performer or contractor) for reimbursement of 2, 3 and 4 of this section.
- 7. Pay the owner within 14 business days after the PFFF at the rate agreed to in the written confirmation electronically using the bank details provided unless any issues are brought to the attention of the PFFFC.
- 8. Provide the tenant (performers or contractors) with a key to the premises and have a second key available to obtain entry to the premises in case of an emergency or if the key is lost or locked in the premises.

The Tenant (Performer or Contractor) will -

- 1. Notify the PFFC Accommodation Manager immediately of any aspect unacceptable to his/her requirements.
- 2. Not have any more than the agreed (as per the Performers Contract) number of people in the premises without the prior consent of the PFFFC Performance Reception Manager

- 3. Use the property solely as a dwelling and not cause or permit the property to be used for any other purpose without consent from the PFFC Performance Reception Manager.
- 4. Treat the property with respect and not cause any damage.
- 5. If accidental damage does occur, immediately notify the PFFC Performance Reception Manager
- 6. Make good any damage or loss to the PFFFC
- 7. Not remove any items from the property without the prior consent of the PFFC Performance Reception Manager
- 8. Not consume any food or beverage belonging to the owner unless arrangements have been made through the PFFFC Performance Reception Manager
- 9. Not use any landline telephone unless in an emergency situation and then reported to the PFFFC Performance Reception Manager
- 10. Not remove or use any personal items belonging to the owner.
- 11. Vacate the rental property by **11am Monday 9th March 2026** unless a prior agreement is made through the Performers Contract.
- 12. Obtain prior consent from the PFFC Performance Reception Manager if accommodation is required for nights other than agreed in the Contract with payment to be made to the PFFF (unless a new agreement is made with the Program Director which will be communicated internally to the PFFC Accommodation Manager.
- 13. Ensure the property is locked and secure at all times during the stay and that all keys provided are returned to the Performers reception. If keys are lost or not returned performer fees will be deducted up to \$50 for replacement keys.
- 14. Not smoke in the house.

Cancellation clause: Between the Port Fairy Folk Festival Committee Inc (PFFF) and the property owner.

If it is impossible or unreasonably impractical for the PFFF 2026 to take place due to any event or cause that is not reasonably within the control of the PFFC Inc, including natural disaster, fire, flood, terrorism, strike, war, power failure, failure of technical facilities, government action, curtailment of travel services, or other similar event which could not be avoided by reasonable diligence on the part of the PFFC Inc, then neither party will have any liability to the other.

Short Stay Accommodation Insurance

When you are paid to rent your property-short term, you risk being left uninsured unless you have insurance specifically for that purpose.

As valued accommodation providers for the PFFF, please consider why insurance is now an integral part of our partnership.

A home building or contents claim incurred while a property is being rented on a short-stay rental basis may be declined, leaving an owner open to financial loss and other liabilities.

Most insurers regard online and short-stay holiday rentals as a business activity as you gain income.

Here's a few articles that you may find helpful about why Short Stay Accommodation insurance is important.

https://www.choice.com.au/money/insurance/home-and-contents/articles/airbnb-insurance-warning-131115

https://www.domain.com.au/advice/renting-your-property-over-the-holidays-insurance-loopholes-may-leave-you-having-to-pay-for-major-property-damage-20180212-h0vyk4/

Rent Cover https://www.rentcover.com.au/insurance/short-term

Sharecover https://sharecover.com

Atlantic https://www.atlanticinsurance.com.au/short-stay-insurance

Note: Prior to the festival and after the festival please direct any issues/concerns/questions to the Accommodation Manager-

accomodation@portfairyfolkfestival.com

03 55 682227

During the festival, please direct any issues/concerns/questions to the Performance Reception Manager.