



# **Fixed Term Site-only Agreement (Residential Parks) Form 2011**

This form should be used from 31 July 2011

# Fixed Term Site-only Agreement (Residential Parks)

## Division 1 – Preliminary

### Introduction

- (1) This agreement is for the rental of the site stated in clause 4 and permits the tenant to position a relocatable home on the site.
- (2) This agreement is for a fixed term tenancy commencing and ending on the days specified in clause 5.

### Notes to tenants

This agreement is in 10 Divisions:

- Division 1 — Preliminary
- Division 2 — Rent, fees and charges
- Division 3 — Table of fees and charges for services and utilities
- Division 4 — General terms
- Division 5 — Special terms
- Division 6 — Condition report
- Division 7 — Park rules
- Division 8 — Information sheet
- Division 9 — Acceptance
- Division 10 — Tenant's checklist

Before you sign this agreement, you should have completed the

**TENANT'S CHECKLIST** in Division 10.

If you need general information about renting at a residential park —

- call the **Consumer Protection Contact Centre**: 1300 30 40 54
- visit the **Department of Commerce's website**: [www.commerce.wa.gov.au](http://www.commerce.wa.gov.au)

### WARNING

This is a long-stay agreement for a fixed term.

You could be given 180 days notice to vacate the site if the park is being sold, but compensation is payable by the park operator for losses incurred.

### Clause 1 – Terms used in this agreement

In this agreement, unless the contrary intention appears —

“**Act**” means the *Residential Parks (Long-stay Tenants) Act 2006*;

“**agreed premises**” means the site, any structures on the site that are provided by the park operator and that the tenant is entitled to use or occupy under this agreement, and any fixtures, fittings or chattels that are provided under this agreement for the exclusive use of the tenant;

“**Division**” means a Division of this agreement;

“**park operator**” means the party referred to in clause 2;

“**regulations**” means the *Residential Parks (Long-stay Tenants) Regulations 2007*;

“**relocatable home**”, in relation to a site, means a vehicle, building, tent or other structure that is fitted or designed for use as a residence (whether or not it includes bathroom or toilet facilities) and that is or can be parked, assembled or erected on the site;

“**residential park**” or “**park**” means the residential park referred to in clause 4;

## Clause 1 – Terms used in this agreement (continued)

“**shared premises**”, in relation to the residential park, means —

- (a) the common areas, structures and amenities in the park that the park operator provides for the use of all long-stay tenants or makes accessible to all long-stay tenants; and
- (b) any fixtures, fittings or chattels in or on the common areas or structures;

“**site**” means the site referred to in clause 4;

“**tenant**” means the party referred to in clause 3.

## Clause 2 – Park operator / managing real estate agent details

### Park operator’s details (not required if managing real estate agent’s details are provided below)

First name	Last name	
Business address		
Suburb	State	Postcode
Phone	Fax	
Email address		

### Managing real estate agent’s details (if applicable)

Name		
Address		
Suburb	State	Postcode
Phone	Fax	
Email address		

## Clause 3 – Tenant/s details

Tenant/s name/s		
Current address		
Suburb	State	Postcode
Phone	Fax	
Email address		
Place of occupation		
Suburb	State	Postcode
Phone	Fax	
Email address		

## Clause 4 – Residential park and site details

- (1) Park name and address .....
- (2) Site location (e.g. site number or other description) .....
- (3) Area of site (e.g. Zm<sup>2</sup> or X metres by Y metres) .....

## Clause 4A – Number of residents allowed

- (1) Maximum number of persons who may use a relocatable home on the site as their principal place of residence .....
- (2) Maximum number of additional persons who may reside on a temporary basis in a relocatable home on the site .....
- (3) Total number of persons who may reside in the a relocatable home on the site at any one time  
(add the number of persons allowed under subclauses (1) and (2)) .....

## Clause 5 – Fixed term of agreement

Commencement date: ...../...../..... Termination date: ...../...../.....

# Division 2 – Rent, fees and charges

## Clause 6 – Rent

- (1) Rent: \$ ..... per  week /  fortnight /  month (Please tick applicable period)

Note 1: Division 3 specifies what fees or charges for services and utilities are included in the rent, if any.

- (2) An additional charge may apply (see clauses 4A and 14) if additional persons are residing on a temporary basis in a relocatable home on the site.

Note2: Division 3 specifies what fees or charges for services and utilities are included in the rent, if any.

## Clause 7 – Rent payment day

Rent payment day: .....

## Clause 8 – Method of rent payment

Cash  Cheque  EFTPOS  Credit card  Deduction from pension

Direct deposit into specified financial institution  Other (please specify): .....

## Clause 9 – Location of rent payment

Place where rent must be paid: (e.g. at the park's office, at the park operator's financial institution)

.....

## Clause 10 – Rent in advance

The tenant agrees to pay before or during the first 2 weeks of the tenancy an amount of:

.....

Note: Section 25 of the Act states that this amount must not be more than 2 weeks' rent.

## Clause 11 – Rent variation

- (1) Rent increases allowed:  Yes  No
- (2) How the rent may be varied: (i.e. basis for reviewing e.g. —
- (a) current rent + CPI (the all groups consumer price index for Perth published by the Australian Statistician referred to in section 5 of the *Australian Bureau of Statistics Act 1975* of the Commonwealth); or
- (b) percentage increase on current rent; or
- (c) review on a market rent basis).
- .....
- .....
- .....

Note 1: Under Schedule 1 clause 4(3) and (4) to the Act, the above subclause cannot specify more than one basis for calculating rent on any single review date, however this does not prevent different bases for calculating rent being specified for different review dates.

Note 2: Under Schedule 1 clause 4(5) to the Act, the above subclause cannot provide that the rent payable on and after a review date is not reduced if the amount calculated on the basis specified for that review date is less than the amount that was payable under this agreement immediately before the review date.

Note 3: Under section 31 of the Act, if a long-stay agreement provides for a review of rent on a market rent basis then, when calculating the amount of rent to be payable on and after the review date, the park operator must have regard to a report obtained for the purpose by the park operator from a person licensed under the *Land Valuers Licensing Act 1978*.

- (3) When the rent may be varied:
- .....
- .....

Note 4: Under Schedule 1 clause 4(2) and (6) to the Act —

- (a) if it is the practice of the park operator to review the rent payable by long-stay tenants in accordance with a set review date schedule and the tenant has been given written notice of that schedule before the making of this agreement, the above subclause can set the first review date earlier than 12 months from the beginning of the tenancy;
- (b) the above subclause cannot otherwise specify that the rent is to be reviewed at intervals of less than 12 months.

## Clause 12 – No accelerated rent and liquidated damages

- (1) The tenant is not required to pay —
- (a) any rent remaining payable under this agreement; or
- (b) rent of an increased amount; or
- (c) an amount by way of penalty; or
- (d) an amount by way of liquidated damages,

for any breach of this agreement, the Act or any other written law.

Note 1: Under Schedule 1 clause 18(1) to the Act, this agreement would be void to the extent that it provided for any such payment.

- (2) The tenant is not entitled to any reduction in rent, or any rebate, refund or other benefit, because the tenant has not breached this agreement, the Act or another written law.

Note 2: Under Schedule 1 clause 18(2) to the Act, if in this agreement any reduction, rebate, refund or other benefit were expressed to be dependant on compliance with this agreement, the Act or another written law —

- (a) this agreement would be taken to be varied from the commencement of the tenancy; and
- (b) the tenant would be entitled to the reduction, rebate, refund or other benefit in any event.

### Clause 13 – Security bonds

<b>4 weeks' rent</b>		Note: Section 21(2) of the Act specifies the maximum amount for the security bonds relating to security devices and pets (\$100 each).
<b>Security devices</b> (not more than \$100)		
<b>Fumigation</b> (cats or dogs) (not more than \$100)		
<b>TOTAL</b>		

### Clause 14 – Charges for additional residents

(1) Charge for each person residing on the agreed premises in addition to the number of persons who may use a relocatable home on the site as their principal place of residence, specified in clause 4A(1):

\$ ..... per  night /  week /  fortnight /  month (Please tick applicable period)

(2) Clause 2 of the information sheet set out in Division 8 gives information about who will be considered to be an additional person residing on the agreed premises.

State any other provisions applicable in relation to working out who will be considered to be an additional person residing on the agreed premises under this agreement.

Note 1: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the provision in Division 5.

(3) If the charge is not payable at the same time and in the same manner as the rent, specify when and how the charge is to be paid.

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Note 2: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.

(4) State any other provisions applicable in relation to the application or calculation of a charge under this clause.

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Note 3: If there is insufficient space below the subclause, write "Refer to Division 5" and specify the details in Division 5.

Exclude this clause:  Yes  No

Note 4: This clause can be excluded by marking the relevant box above or by crossing out the entire clause.

## Clause 15 – Fees and charges for services and utilities

- (1) The fees and charges set out in Division 3 are payable by the tenant during the term of this agreement for services and utilities provided in relation to the agreed premises.
- (2) If a fee or charge under subclause (1) —
- (a) is not included in the rent; and
  - (b) is imposed by a State agency or instrumentality for services or utilities provided by it; and
  - (c) is varied by that State agency or instrumentality,

the amount payable by the tenant for that fee or charge under this agreement will vary accordingly.

Exclude subclause (2):  Yes  No

If this subclause is not excluded, are there any modifications or restrictions to the subclause?  Yes  No

If yes, outline the modification or restriction below:

.....

.....

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Note: This subclause can be modified or restricted by marking the relevant box above, crossing out all or any part of the subclause and by either —

- (a) setting out the modification or restriction in the space provided below the subclause; or
- (b) if there is insufficient space below the subclause, writing “Refer to Division 5” and setting out the modification or restriction in Division 5.

## Clause 16 – Rates, taxes and charges payable by park operator

The park operator must bear the cost of all rates, taxes or charges imposed in respect of the agreed premises and the shared premises under any of the following written laws —

- (a) the *Land Tax Act 2002*;
- (b) the *Local Government Act 1995*;
- (c) any written law under which a rate, tax or charge is imposed for “water services”, as defined in the *Water Agencies (Powers) Act 1984*, except a charge for water consumed.

Exclude this clause:  Yes  No

If this clause is not excluded, are there any modifications or restrictions to the subclause?  Yes  No

If yes, outline the modification or restriction below:

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Note: This clause can be modified or restricted by marking the relevant box above and by either —

- (a) setting out the modification or restriction in the space provided below the clause; or
- (b) if there is insufficient space below the clause, writing “Refer to Division 5” and setting out the modification or restriction in Division 5.

## Division 3 – Table of fees and charges for services and utilities

Service / Utility	Included in rent (mark “yes” or “no”)	Frequency (e.g. monthly, quarterly, yearly)	Cost (specify whether fixed, metered or other)
Electricity	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Gas	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Water	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Telephone	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Mowing / Gardening	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Other service / utility (please specify)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Other service / utility (please specify)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Other service / utility (please specify)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Other service / utility (please specify)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Other service / utility (please specify)	<input type="checkbox"/> Yes <input type="checkbox"/> No		

## Division 4 – General terms

### Clause 17 – Children

Children allowed to live on the agreed premises:  Yes  No

Note: Under section 20 of the Act, it is illegal for the park operator to refuse to make an agreement on the basis that children will live in the agreed premises (or advertise or otherwise indicate an intention to so refuse, or instruct someone else to so refuse) unless —

- (a) where the residential park is operated under a licence under the Caravan Parks and Camping Grounds Act 1995 — the licence permits the park operator to include such a term in this agreement; or
- (b) in any other case — the residential park is a lifestyle village as defined in the Glossary to the Act, and the same term is included in all long-stay agreements made between the park operator and the long-stay tenants of the lifestyle village.

### Clause 18 – Keeping of pets

Pets allowed:  Yes  No

Type and number of pets allowed:.....

.....  
.....

Note: The keeping of pets is subject to any local government laws for the relevant district.

### Clause 19 – Shared premises

(1) Specify any premises the tenant will share with other tenants at the park.

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.....

(2) Specify any restrictions on the access to those premises.

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(3) The park operator may make changes to the residential park resulting in a reduction of the shared premises if 75% of the long-stay tenants at the park support the changes.

## Clause 20 – Vacant possession

Vacant possession of the agreed premises will be given to the tenant on the day on which the tenant is entitled under this agreement to take up occupation of the agreed premises.

Exclude this clause:  Yes  No

If this clause is not excluded, are there any modifications or restrictions to the clause?  Yes  No

If yes, outline the modification or restriction below:

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Note: This clause can be modified or restricted by marking the relevant box above and by either —

- (a) setting out the modification or restriction in the space provided below the clause; or
- (b) if there is insufficient space below the clause, writing “Refer to Division 5” and setting out the modification or restriction in Division 5.

## Clause 21 – No legal impediment to occupation of tenanted premises

- (1) On the part of the park operator, there is no legal impediment to the tenant’s occupation of the agreed premises as a residence, or to the tenant’s use of the agreed premises, for the period of this agreement.
- (2) In this clause – “**impediment**” means only an impediment of which, at the time of entering into this agreement, the park operator had knowledge or ought reasonably to have had knowledge.

Exclude this clause:  Yes  No

If this clause is not excluded, are there any modifications or restrictions to the clause?  Yes  No

If yes, outline the modification or restriction below:

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Note: This clause can be modified or restricted by marking the relevant box above and by either —

- (a) setting out the modification or restriction in the space provided below the clause; or
- (b) if there is insufficient space below the clause, writing “Refer to Division 5” and setting out the modification or restriction in Division 5.

## Clause 22 – Responsibility for cleanliness

The tenant must keep the site and the exterior of the relocatable home on the site in a reasonable state of cleanliness.

Exclude this clause:  Yes  No

If this clause is not excluded, are there any modifications or restrictions to the clause?  Yes  No

If yes, outline the modification or restriction below:

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Note: This clause can be modified or restricted by marking the relevant box above and by either —

- (a) setting out the modification or restriction in the space provided below the clause; or
- (b) if there is insufficient space below the clause, writing “Refer to Division 5” and setting out the modification or restriction in Division 5.

## Clause 23 – Responsibility for damage

(1) The tenant must not intentionally or negligently cause or permit damage to the agreed premises or the shared premises.

(2) The tenant must notify the park operator, as soon as practicable but in any case within 3 days, of any damage —

(a) to the site or to any fittings or fixtures on the site; or

(b) to the exterior of the relocatable home on the site.

Exclude this clause:  Yes  No

If this clause is not excluded, are there any modifications or restrictions to the clause?  Yes  No

If yes, outline the modification or restriction below:

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Note: This clause can be modified or restricted by marking the relevant box above and by either —

- (a) setting out the modification or restriction in the space provided below the clause; or
- (b) if there is insufficient space below the clause, writing “Refer to Division 5” and setting out the modification or restriction in Division 5.

## Clause 24 – Park operator’s responsibility

- (1) The park operator must —
- (a) provide the agreed premises and the shared premises in a reasonable state of cleanliness; and
  - (b) maintain the shared premises in a reasonable state of cleanliness; and
  - (c) provide and maintain the agreed premises and the shared premises in a reasonable state of repair having regard to their age, character and prospective life; and
  - (d) comply with any other written laws that apply in relation to the buildings in the residential park or the health and safety of residents of the park.
- (2) Without limiting the park operator’s obligations under subclause (1) the park operator must carry out any work specified in the Condition report set out in Division 6 clause 3.

Exclude this clause:  Yes  No

If this clause is not excluded, are there any modifications or restrictions to the clause?  Yes  No

If yes, outline the modification or restriction below:

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Note: This clause can be modified or restricted by marking the relevant box above and by either —

- (a) setting out the modification or restriction in the space provided below the clause; or
- (b) if there is insufficient space below the clause, writing “Refer to Division 5” and setting out the modification or restriction in Division 5.

## Clause 25 – Compensation where tenant sees to repairs

- (1) The park operator must compensate the tenant for any reasonable expense incurred by the tenant in making urgent repairs to the agreed premises where —
- (a) the state of disrepair has arisen otherwise than as a result of a breach of this agreement by the tenant and is likely to cause injury to person or property or undue inconvenience to the tenant; and
  - (b) the tenant has made a reasonable attempt to give to the park operator notice of the state of disrepair and of his or her intention to incur expense in repairing the premises.
- (2) However, the park operator is not obliged to compensate the tenant unless —
- (a) the person who carries out the repairs holds a licence to do such work, if a written law requires the person to hold the licence; and
  - (b) the tenant has given to the park operator a report prepared by the repairer as to the apparent cause of the state of disrepair.
- (3) Subclause (1) applies whether or not the tenant has notice of the state of the agreed premises at the time when this agreement is made.

### Clause 25 – Compensation where tenant sees to repairs (Continued)

Exclude this clause:  Yes  No

If this clause is not excluded, are there any modifications or restrictions to the clause?  Yes  No

If yes, outline the modification or restriction below:

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Note: This clause can be modified or restricted by marking the relevant box above and by either —

- (a) setting out the modification or restriction in the space provided below the clause; or
- (b) if there is insufficient space below the clause, writing “Refer to Division 5” and setting out the modification or restriction in Division 5.

### Clause 26 – Tenant’s conduct on premises

(1) The tenant —

- (a) must not cause or permit a nuisance anywhere in the residential park; and
- (b) must not use the agreed premises or the shared premises, or cause or permit them to be used, for an illegal purpose.

Exclude this clause:  Yes  No

If this clause is not excluded, are there any modifications or restrictions to the clause?  Yes  No

If yes, outline the modification or restriction below:

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Note: This clause can be modified or restricted by marking the relevant box above and by either —

- (a) setting out the modification or restriction in the space provided below the clause; or
- (b) if there is insufficient space below the clause, writing “Refer to Division 5” and setting out the modification or restriction in Division 5.

### Clause 27 – Quiet enjoyment

- (1) The tenant has a right to quiet enjoyment of the agreed premises without interruption by the park operator or any person claiming by, through or under the park operator or having superior title to that of the park operator.
- (2) The park operator must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the reasonable use by the tenant of the shared premises.
- (3) The park operator must take all reasonable steps to enforce the obligation of any other tenant of the park operator not to cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the agreed premises or the shared premises.

## Clause 28 – Locks

- (1) The tenant will not alter, remove or add any lock or similar device to the agreed premises or the shared premises without the consent of the park operator given at, or immediately before, the time that the alteration, removal or addition is carried out.

Note 1: Under Schedule 1 clause 12(5) to the Act, a long-stay tenant who breaches subclause (1) above without reasonable excuse, in addition to any civil liability that the tenant might incur, commits an offence and is liable to a fine of \$20 000.

- (2) The park operator will not alter, remove or add any lock or similar device to the agreed premises or to anything that belongs to the tenant without the consent of the tenant given at, or immediately before, the time that the alteration, removal or addition is carried out.

- (3) The park operator will not alter, remove or add any lock or similar device to the shared premises without first notifying the tenant and providing the tenant with a means of access to the shared premises.

Note 2: Under Schedule 1 clause 12(6) to the Act, a park operator who breaches subclause (2) or (3) above without reasonable excuse, in addition to any civil liability that the park operator might incur, commits an offence and is liable to a fine of \$20 000.

Note 3: Under Schedule 1 clause 12(7) to the Act, if an agent of the park operator, without reasonable excuse, alters, removes or adds a lock or device to the agreed premises or the shared premises without the consent of the tenant given at or immediately before the time that the alteration, removal or addition is carried out, then the agent, in addition to any civil liability that the agent might incur, commits an offence and is liable to a fine of \$20 000.

Exclude this clause:  Yes  No

If this clause is not excluded, are there any modifications or restrictions to the clause?  Yes  No

If yes, outline the modification or restriction below:

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.....  
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.....

Note: This clause can be modified or restricted by marking the relevant box above and by either —

- (a) setting out the modification or restriction in the space provided below the clause; or  
(b) if there is insufficient space below the clause, writing “Refer to Division 5” and setting out the modification or restriction in Division 5.

## Clause 29 – Park operator’s right of entry

- (1) The park operator may enter the agreed premises and any other premises occupied by the tenant under this agreement, including any relocatable home or other structure provided by the tenant —
  - (a) with the consent of the tenant given at, or immediately before, the time of entry; or
  - (b) at any time in an emergency.
- (2) The park operator may enter the agreed premises —
  - (a) on giving at least 24 hours’ written notice to the tenant where the park operator requires access to meet the park operator’s obligations under this Act or to inspect repairs and maintenance to the site; or
  - (b) on a day and at a reasonable time specified in a written notice given to the tenant at least 7 and not more than 14 days in advance, for the purpose of inspecting the premises or for any other purpose; or
  - (c) at any reasonable time for the purpose of collecting the rent under this agreement, where under this agreement the rent is payable not more frequently than once each week and is to be collected at the premises; or
  - (d) for the purpose of inspecting the agreed premises, on the occasion of a rent collection referred to in paragraph (c), but not more frequently than once every 4 weeks; or
  - (e) for the purpose of carrying out or inspecting necessary repairs to or maintenance of the agreed premises, at any reasonable time, after giving the tenant at least 72 hours’ notice; or
  - (f) at any reasonable time and on a reasonable number of occasions during the 21 days before this agreement ends, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective tenants; or
  - (g) at any reasonable time and on a reasonable number of occasions, after giving the tenant reasonable notice, for the purpose of showing the agreed premises to prospective purchasers.

Exclude this clause:     Yes     No

If this clause is not excluded, are there any modifications or restrictions to the clause?     Yes     No

If yes, outline the modification or restriction below:

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Note: This clause can be modified or restricted by marking the relevant box above and by either —

- (a) setting out the modification or restriction in the space provided below the clause; or
- (b) if there is insufficient space below the clause, writing “Refer to Division 5” and setting out the modification or restriction in Division 5.

### Clause 30 – Tenant’s right to remove fixtures or alter premises

(1) The tenant must not affix a fixture or make a renovation or an alteration or addition to the agreed premises:  
 Yes  No

(2) If yes —

(a) the written consent of the park operator is required:  Yes  No

(b) the following additional conditions apply:

.....  
.....

(3) The tenant must not affix a fixture or make a renovation or an alteration or addition to the exterior of the relocatable home on the site or to the exterior of any other structure on the site that is not part of the agreed premises:  
 Yes  No

(4) If yes —

(a) the written consent of the park operator is required:  Yes  No

(b) the following additional conditions apply:

.....  
.....

(5) The park operator must not withhold consent unreasonably.

(6) At any time while the tenant’s right to occupy the agreed premises continues, the tenant may remove any fixture that he or she has, with the park operator’s consent, affixed to the premises, unless the removal of the fixture would cause irreparable damage to the agreed premises.

(7) If the tenant’s removal of a fixture causes damage to the agreed premises, the tenant must notify the park operator and, at the option of the park operator, repair the damage or compensate the park operator for any reasonable expenses incurred by the park operator in repairing the damage.

Exclude this clause:  Yes  No

If this clause is not excluded, are there any modifications or restrictions to the clause?  Yes  No

If yes, outline the modification or restriction below:

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.....  
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Note: This clause can be modified or restricted by marking the relevant box above and by either —

(a) setting out the modification or restriction in the space provided below the clause; or

(b) if there is insufficient space below the clause, writing “Refer to Division 5” and setting out the modification or restriction in Division 5.

### Clause 31 – Selling relocatable home

- (1) Tenant permitted to sell a relocatable home owned by the tenant on the site:  Yes  No
- (2) If yes, state any restrictions which apply in relation to the size and placement of any “for sale” sign on the relocatable home or elsewhere in the park.
- .....
- .....
- .....
- (3) State any other restrictions which affect the sale of the relocatable home.
- .....
- .....
- .....
- (4) The tenant is not required to nominate the park operator as the selling agent in relation to the sale of the relocatable home.

### Clause 32 – Provision for assigning or sub-letting the premises

- (1) The tenant may assign his or her interest under this agreement or sub-let the agreed premises:  Yes  No
- (2) If yes —
- (a) the written consent of the park operator is required:  Yes  No
- (b) the following additional conditions apply:
- .....
- .....
- (3) If the answer to subclause (2)(a) is yes —
- (a) the park operator must not unreasonably withhold consent; and
- (b) the park operator must not make any charge for giving the consent except for reasonable incidental expenses.

Note: Under Schedule 1 clause 16(4) to the Act, the operation of a provision of this agreement that purports to permit the assignment of the tenant’s interest under this agreement is subject to the operation of any other written law that prohibits or regulates such an assignment.

### Clause 33 – Tenant’s vicarious responsibility for breach of agreement

- (1) The tenant is vicariously responsible for any act or omission of another person who is lawfully on the agreed premises or the shared premises, if the act or omission would have constituted a breach of this agreement if done or omitted by the tenant.
- (2) Subclause (1) does not extend to a person who is lawfully on the agreed premises or the shared premises but whose authority does not derive from the permission, express or implied, of the tenant.

Exclude this clause:     Yes     No

If this clause is not excluded, are there any modifications or restrictions to the clause?     Yes     No

If yes, outline the modification or restriction below:

.....

.....

.....

.....

Note: This clause can be modified or restricted by marking the relevant box above and by either —

- (a) setting out the modification or restriction in the space provided below the clause; or
- (b) if there is insufficient space below the clause, writing “Refer to Division 5” and setting out the modification or restriction in Division 5.

### Clause 34 – Repositioning of relocatable home

- (1) The park operator reserves the right to reposition the tenant’s relocatable home to a comparable site in the park if necessary:     Yes     No
- (2) If yes, the park operator must pay for all the tenant’s expenses resulting from any repositioning of the relocatable home.

## Clause 35 – Notice of termination

The period of notice for the termination of this agreement is:

.....  
.....

Note 1: If notice of termination is given —

- (a) by the park operator under Part 3 Division 2 of the Act; or
- (b) by the tenant under Part 3 Division 3 of the Act,

section 33(1) of the Act provides that this agreement terminates when the above period of notice has expired and the tenant has given vacant possession of the agreed premises to the park operator.

Note 2: Under section 33(2) of the Act, this agreement is terminated when both of the following events have occurred —

- (a) the fixed term has ended;
- (b) the tenant has given vacant possession of the agreed premises to the park operator.

Note 3: Section 33(3) of the Act provides that in any other case, this agreement ends when —

- (a) the State Administrative Tribunal terminates this agreement under Part 5; or
- (b) a person whose title is superior to the title of the park operator becomes entitled to possession of the agreed premises; or
- (c) a mortgagee of the agreed premises takes possession of the premises under the mortgage; or
- (d) the tenant abandons the agreed premises; or
- (e) the tenant gives vacant possession of the premises under a written agreement with the park operator to end this agreement; or
- (f) the rights under this agreement of the park operator or the tenant are ended by merger.

Note 4: Sections 41 and 42 state that, if the park operator gives notice of termination, the notice must specify that the tenant is to give vacant possession of the agreed premises to the operator at least 180 days after the day on which the notice is given and, if the notice is given without grounds, not before the end of the fixed term.

Note 5: Section 44 states that, if the tenant gives notice of termination, the notice must specify that the tenant intends to give vacant possession of the agreed premises to the operator at least 21 days after the day on which the notice is given and not before the end of the fixed term.

## Clause 36 – No unilateral variation of agreement

Neither the park operator nor the tenant can vary this agreement unilaterally.

## Clause 37 – Park rules

The tenant agrees to comply with the park rules set out in Division 7 as amended by the park operator from time to time in accordance with regulation 21 of the regulations.

## Division 5 – Special Terms

Note 1: If a term set out in this Division (a “special term”) is inconsistent with a provision of the Act or regulations, then unless the provision prescribes a term that has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that provision will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.

Note 2: If a special term is inconsistent with a term set out in Division 1, 2 or 4 (a “prescribed term”), then unless the prescribed term has been excluded, modified or restricted in accordance with the Act, the regulations and this agreement, that prescribed term will prevail and, under section 9(1) of the Act, the special term will be void and of no effect to the extent of the inconsistency.

Note 3: Entering into any contract, agreement or arrangement with the intention, either directly or indirectly, of defeating, evading or preventing the operation of the Act is prohibited under section 9(2) of the Act and is punishable by a fine of \$10 000.

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## Division 6 – Condition report

Note: In this Division the park operator should set out the condition report prescribed under regulation 8(1)(b) and (2) and Schedule 5 clauses 2, 3 and 4 of the regulations.

## Division 7 – Park rules

Note: In this Division the park operator should set out the park rules for the residential park.

## Division 8 – Information sheet

Note: In this Division the park operator should set out the information sheet prescribed under regulation 9(1)(b) and Schedule 7 of the regulations.

## Division 9 – Acceptance

### Park operator / managing real estate agent signature/s

By signing this agreement, the parties to this agreement agree to be bound by its terms and conditions.

#### Park operator / managing real estate agent

Signatory (print name).....

Signature .....Date Signed...../...../.....

#### Witness\*

Signatory (print name).....

Signature .....Date Signed...../...../.....

\* Please note the witness cannot be the park operator or tenant.

### Tenant signature/s

#### Tenant (1)

Signatory (print name).....

Signature .....Date Signed...../...../.....

#### Tenant (2)

Signatory (print name).....

Signature .....Date Signed...../...../.....

#### Witness\*

Signatory (print name).....

Signature .....Date Signed...../...../.....

\* Please note the witness cannot be the park operator or tenant.

### Cooling off period

Note 1: Section 18(1) of the Act states that the tenant is entitled to rescind this agreement —

- (a) at any time within 5 working days after this agreement commencement date specified in clause 5; or
- (b) if the park operator does not comply with section 11(1) of the Act within the time specified in that subsection but does provide the documents required under that section — at any time within 10 working days after the day on which the documents required under that section are given to the tenant.

Note 2: Under section 18(2) of the Act, the tenant cannot rescind this agreement after taking up occupation of the agreed premises.

## Division 10 – Tenant’s checklist

- I have received a copy of, and read, this agreement.
- I have noted the clauses of this agreement that have been excluded, modified or restricted.
- I have received a copy of, and read, the information booklet prepared for the purposes of section 11(1)(b) of the Act by the Commissioner for the purposes of the Act.
- I have sought, or decided not to seek, independent legal advice.
- I have signed 2 copies of Division 9.

Note: Under section 17(1)(b) of the Act, the park operator is required to give you a fully executed copy of this agreement within 21 days after it was first signed by you or, if that is not practicable in the circumstances, as soon as practicable after that. If the park operator fails to comply with this requirement, the park operator is liable to a fine of \$5 000.